Termination Amendment

Pre-Approved Defined Contribution Plan Amendment (2025 Termination)
Town of Lake Park General Employees Retirement Plan ("Plan")

ARTICLE I
TERMINATION AMENDMENT

1.01 **Termination of Plan.** Effective June 30, 2025, the Plan is amended to freeze and terminate. No further contributions will be permitted or made under the Plan with respect to Plan Compensation earned on or after the above Effective Date.

1.02 **Compliance with Plan Qualification Requirements.** This amendment is intended to terminate the Plan in compliance with the Plan qualification requirements effective as of the date of Plan termination. The Employer has adopted all relevant interim amendments needed to reflect the plan qualification requirements effective as of the date of Plan termination. This amendment supersedes any contrary provisions under the Plan.

1.03 **Adoption of Pre-Approved Cycle 3 Defined Contribution Plan CARES/SECURE Acts Interim Amendment.** If the Employer has not yet adopted the ASCi Pre-Approved Cycle 3 Defined Contribution Plan CARES/SECURE Acts Interim Amendment, the Employer adopts such Amendment as part of this termination amendment. If applicable, the ASCi Pre-Approved Cycle 3 Defined Contribution Plan CARES/SECURE Acts Interim Amendment, including applicable Employer elections, is attached to this termination amendment. (See Appendix A).

1.04 **Last Day Employment Condition for Plan Year in Which Plan is Terminated.** Under Section 3 of the BPD, a last day employment condition automatically applies to Employer Contributions and Matching Contributions (if provided under the Plan) for any Plan Year in which the Plan is terminated, regardless of whether the Employer has elected to apply a last day employment condition under the Adoption Agreement, as applicable. To override this provision, check the appropriate box(es) below.

☒ **(a)** A last day employment condition does not apply with respect to Employer Contributions for the Plan Year in which the Plan is terminated.

☒ **(b)** A last day employment condition does not apply with respect to Matching Contributions for the Plan Year in which the Plan is terminated.

☐ **(c)** Describe any special rules relating to allocations for the Plan Year in which the Plan is terminated:

_____

ARTICLE II
AMENDMENT RELATING TO THE SECURE 2.0 ACT OF 2022

2.01 **In General.** On December 29, 2022, the SECURE 2.0 Act of 2022 (SECURE 2.0**)** became law. Provisions of SECURE 2.0 may affect certain Plan provisions. The provisions of SECURE 2.0 are effective at various times, as reflected in the provisions under this Article II. The Plan Administrator shall administer the provisions of this Article II consistent with a "good-faith" interpretation of SECURE 2.0. To the extent this Article II applies to the Plan, the provisions of this Article II supersede any inconsistent provisions of the Plan.

2.02 **Modifications of the required minimum distribution rules.** The provisions of this Section 2.02 reflect changes made to the required minimum distribution rules under Code §401(a)(9) by SECURE 2.0. The Plan Administrator may develop administrative procedures consistent with the provisions and intent of SECURE 2.0 in administering these provisions.

(a) **Increase in age for Required Beginning Date for required minimum distributions.** As provided under §107 of SECURE 2.0, effective for distributions required to be made after December 31, 2022, with respect to Participants who attain age 72 after such date, the age for determining a Participant's Required Beginning Date is age 73. If the life expectancy method applies for purposes of the required minimum distribution rules and the surviving spouse is the sole Designated Beneficiary, distributions to the surviving Spouse are not required to begin until December 31 of the calendar year immediately following the calendar year in which the Participant died, or until December 31 of the calendar year in which the Participant would have attained age 73, if later.

(b) **Increases in payments under a commercial annuity.** Effective for calendar years beginning after December 29, 2022, the Plan may apply the rules under Code §401(a)(9)(J), as added by §201 of SECURE 2.0, relating to certain increases in payments under a commercial annuity. As provided under Code §401(a)(9)(J), the required minimum distribution rules applicable to the Plan shall not prohibit a commercial annuity (within the meaning of Code §3405(e)(6)) from providing one or more of the following types of payments on or after the Annuity Starting Date:

(1) annuity payments that increase by a constant percentage, applied not less frequently than annually, at a rate that is less than 5 percent per year;

(2) a lump sum payment that: (I) results in a shortening of the payment period with respect to an annuity or a full or partial commutation of the future annuity payments, provided that such lump sum is determined using reasonable actuarial methods and assumptions, as determined in good faith by the issuer of the contract, or (II) accelerates the receipt of annuity payments that are scheduled to be received within the ensuing 12 months, regardless of whether such acceleration shortens the payment period with respect to the annuity, reduces the dollar amount of benefits to be paid under the contract, or results in a suspension of annuity payments during the period being accelerated;

(3) an amount which is in the nature of a dividend or similar distribution, provided that the issuer of the contract determines such amount using reasonable actuarial methods and assumptions, as determined in good faith by the issuer of the contract, when calculating the initial annuity payments and the issuer's experience with respect to those factors; or

(4) a final payment upon death that does not exceed the excess of the total amount of the consideration paid for the annuity payments, less the aggregate amount of prior distributions or payments from or under the contract.

(c) **Qualifying Longevity Annuity Contracts.** Effective for contracts purchased or received in an exchange on or after December 29, 2022 and subject to a reasonable good faith interpretation until the IRS issues applicable regulations, the Plan Administrator may apply the provisions of §202 of SECURE 2.0, including:

(1) the elimination of the requirement that premiums for Qualifying Longevity Annuity Contracts be limited to 25 percent of an individual's account balance; and

(2) the increase in the dollar limitation on premiums for Qualifying Longevity Annuity Contracts from $125,000 to $200,000.

(d) **Partial annuitization.** As provided under §204 of SECURE 2.0, effective as December 29, 2022 and subject to a reasonable good faith interpretation until IRS issues applicable regulations, an Employee may elect to receive the required minimum distribution amount for a Distribution Calendar Year to be calculated as the excess of the Total Required Amount (as defined below) for such Distribution Calendar Year over the Annuity Amount (as defined below) for such year.

(1) **Total Required Amount.** The term Total Required Amount, with respect to a Distribution Calendar Year means the amount which would be required to be distributed under Treas. Reg. §1.401(a)(9)–5 (or any successor regulation) for such year, determined by treating the Account Balance as of the last valuation date in the immediately preceding calendar year as including the value on that date of all annuity contracts which were purchased with a portion of the Account and from which payments are made in accordance with Treas. Reg. §1.401(a)(9)–6.

(2) **Annuity Amount.** The term Annuity Amount, with respect to a Distribution Calendar Year, is the total amount distributed in such year from all annuity contracts described in paragraph (1).

(e) **Modification of required minimum distribution rules for special needs trusts.** Effective for calendar years beginning after December 29, 2022, for purposes of complying with the required minimum distribution rules under Code §401(a)(9), the Plan may apply the provisions of §337 of SECURE 2.0 relating to special needs trusts.

(f) **Pre-death required minimum distribution rules do not apply to Roth Deferral Accounts.** Generally, effective for taxable years beginning after December 31, 2023, the pre-death required minimum distribution rules under Code §401(a)(9)(A) and the incidental death benefit requirements under Code §401(a) do not apply to Roth Deferral Accounts. This subsection (f) does not apply to distributions which are required with respect to years beginning before January 1, 2024, but are permitted to be paid on or after that date.

(g) **Surviving spouse election to be treated as Employee.** Effective for calendar years beginning after December 31, 2023, in the case of an Employee who dies before a required minimum distribution has begun under the Plan, and who has designated a spouse as the sole Designated Beneficiary, such spouse may elect to be treated as the Employee for purposes of determining the require minimum distribution period and the required minimum distribution period is determined using the Uniform Life Table under Treas. Reg. §1.401(a)(9)–5, Q&A 5(a), or any successor regulation. The spouse also may elect to be treated as the Employee for purposes of determining the required minimum distribution period if the spouse dies before required minimum distributions have begun. The Plan Administrator may

require the spouse to make the elections in a timely manner.

2.03 **Recognition of Indian tribal government domestic relations orders.** As provided under §339 of SECURE 2.0, effective for domestic relations orders received by the Plan Administrator after December 31, 2022, including any such order which is submitted for reconsideration after such date, a qualified domestic relations order under Section 11.06 of the BPD includes a domestic relations order issued by or under the laws of an Indian tribal government, a subdivision of such an Indian tribal government, or an agency or instrumentality of either.

2.04 **Qualified Disaster Recovery Distributions and loans from the Plan.** This Section 2.04 incorporates §331 of SECURE 2.0 relating to special disaster-related rules for retirement plans. The provisions of this Section 2.04 will apply only to the extent a distribution or loan has been made to a qualified individual as provided under SECURE 2.0. If the Plan does not operationally apply the rules under this Section 2.04, such provisions do not apply to the Plan. The Plan Administrator must document under administrative procedures the operational application of this Section 2.04. To the extent this Section 2.04 applies to the Plan, these provisions supersede any inconsistent provisions of the Plan or loan program.

(a) **Eligibility for Qualified Disaster Recovery Distribution.** A qualified individual (as determined under Section 2.04(a)(1)(i) below) may, if permitted by the Plan Administrator, take a Qualified Disaster Recovery Distribution without regard to certain distribution restrictions otherwise applicable under the Plan.

(1) **Definitions**

(i) **Qualified Disaster Recovery Distribution.** A Qualified Disaster Recovery Distribution is a distribution made (1) on or after the first day of the Incident Period of the applicable Qualified Disaster and before 180 days after the Applicable Date with respect to such disaster, and (2) to an individual whose principal place of abode at any time during the incident period of such Qualified Disaster is located in the Qualified Disaster Area with respect to such Qualified Disaster and who has sustained an economic loss by reason of such Qualified Disaster (i.e., a qualified individual).

(ii) **Qualified Disaster.** A Qualified Disaster is any disaster with respect to which a major disaster has been declared by the President under §401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act after December 27, 2020.

(iii) **Qualified Disaster Area.** A Qualified Disaster Area is, with respect to any Qualified Disaster, the area with respect to which the major disaster was declared under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

(iv) **Incident Period.** The Incident Period is, with respect to any Qualified Disaster, the period specified by the Federal Emergency Management Agency as the period during which such disaster occurred.

(v) **Applicable Date.** The Applicable Date is the latest of: (1) December 29, 2022; (2) the first day of the Incident Period with respect to the Qualified Disaster, or (3) the date of the disaster declaration with respect to the Qualified Disaster.

(2) **Limit on amount of Qualified Disaster Recovery Distributions.** The aggregate amount of Qualified Disaster Recovery Distributions received by an individual (from all plans maintained by the Employer, including any Related Employer) may not exceed $22,000 with respect to the same Qualified Disaster.

(b) **Repayment of Qualified Disaster Recovery Distribution.** A Participant who received a Qualified Disaster Recovery Distribution from the Plan may, at any time during the 3-year period beginning on the day after the receipt of such distribution, make one or more rollover contributions to an Eligible Retirement Plan (including this Plan) in an aggregate amount that does not exceed the amount of such Qualified Disaster Recovery Distribution. This subsection (b) only applies if the Eligible Retirement Plan permits rollover contributions.

(c) **Recontributions of Withdrawals for Home Purchases.** As provided under Code §402(c)(13) as added by §331 of SECURE 2.0, a Participant who received a Qualified Disaster Distribution may make one or more Rollover Contributions to the Plan during the applicable period (as defined in Code §72(t)(8)(F)) in an aggregate amount not to exceed the amount of such Qualified Disaster Distribution. For this purpose, a Qualified Disaster Distribution is any Hardship Distribution which (1) was to be used to purchase or construct a principal residence in a Qualified Disaster Area, but was not so used on account of the Qualified Disaster with respect to such area, and (2) was received during the period beginning on the date which is 180 days before the first day of the Incident Period of such Qualified Disaster and ending on the date which is 30 days after the last day of such Incident Period. This Section 2.04(c) only applies if the Plan permits Rollover Contributions.

(d) **Special Loan Rules.** As provided under Code §72(p)(6) as added by §331(c) of SECURE 2.0, the Plan Administrator is authorized (but not required) to revise the applicable loan requirements under the Plan to reflect (1) and (2) below.

(1) **Increased Participant loan limits.** Notwithstanding the Participant loan limitations under the Plan, for purposes of determining the permissible Participant loans for qualified individuals during the applicable periods (as provided for under Code §72(p)(6)(A)), the loan limit under Code §72(p)(2)(A) shall be applied by substituting "$100,000" for "$50,000" and the adequate security requirement under Code §72(p)(2)(A) (ii) may be applied using "the Participant's vested Account Balance" rather than "one-half (½) of the Participant's vested Account Balance."

(2) **Delayed loan repayment date.** If a qualified individual has an outstanding Participant loan on or after the qualified beginning date (as provided under Code §72(p)(6)(B)), and the due date for repayment of such loan occurs during the applicable period beginning on the qualified beginning date (as described under the applicable disaster relief law):

(i) the due date for repayment of the Participant loan shall be delayed for one year;

(ii) any subsequent repayments with respect to such loan shall be appropriately adjusted to reflect the delay in the due date under subsection (i) and any interest accruing during such delay; and

(iii) in determining the five-year period and the term of the loan under Code §72(p)(2)(B) and (C), the one-year delay period described in subsection (i) shall be disregarded.

2.05 **De minimis immediate financial incentives for contributing to the Plan.** As provided under §113 of SECURE 2.0, effective for Plan Years beginning after December 29, 2022, the Employer may provide Employees with de minimis financial incentives (such as gift cards) to encourage them to make Salary Deferrals into the Plan. The Employer may not pay for such de minimis financial incentives with Plan assets.

2.06 **Repayment of Qualified Birth or Adoption Distributions.** As clarified under §311 of SECURE 2.0, generally effective for Qualified Birth or Adoption Distributions made after December 29, 2022, a Participant who received a Qualified Birth or Adoption Distribution may, at any time during the 3-year period beginning on the day after the date on which such distribution was received, make one or more Rollover Contributions, if Rollover Contributions are otherwise allowed under the Plan, in an aggregate amount not to exceed the amount of such Qualified Birth or Adoption Distribution. The Plan Administrator may reflect the application of this provision in separate administrative procedures applicable to Rollover Contributions.

(a) **Special rule for pre-December 30, 2022 Qualified Birth or Adoption Distributions.** A Participant who received a Qualified Birth or Adoption Distribution on or before December 29, 2022, may, at any time after such distribution and before January 1, 2025, make one or more Rollover Contributions, if Rollover Contributions are otherwise allowed under the Plan, in an aggregate amount not to exceed the amount of such Qualified Birth or Adoption Distribution.

(b) **No Rollover Contributions after termination date.** In no event will the Plan accept any Rollover Contributions, including for Qualified Birth or Adoption Distributions, after the termination date specified in Section 1.01 of this amendment.

2.07 **Employee Certification for Hardship distributions.** As provided under §312 of SECURE 2.0, notwithstanding any other conditions for receiving a Hardship distribution under the Plan, effective for Plan Years beginning after December 29, 2022, the Plan Administrator may, but is not required to, rely on a written certification by a Participant that a requested Hardship distribution is: (i) on account of a financial need of a type which is deemed to be an immediate and heavy financial need, as provided under Section 2.03 of the Hardship Distribution Interim Amendment, and (ii) not in excess of the amount necessary to satisfy such financial need, as provided under Section 2.03 of the Hardship Distribution Interim Amendment, and that the Participant has no alternative means reasonably available to satisfy such financial need.

2.08 **Qualified Automatic Contribution Arrangement Safe Harbor Notice.** As clarified under §401 of SECURE 2.0, effective for Plan Years beginning after December 31, 2019, a Qualified Automatic Contribution Arrangement must satisfy the same notice requirements set forth under §5.05 of the CSIA applicable to Traditional Safe Harbor 401(k) Plans, including the requirement to provide a Safe Harbor Notice if the Plan wishes to meet the ACP test safe harbor.

2.09 **Optional treatment of Matching Contributions and/or Employer Contributions as Roth contributions.** Effective for contributions made to the Plan after December 29, 2022, the Employer may allow a Participant, if elected below, to elect to treat a Matching Contribution and/or an Employer Contribution made to such Participant's account as a Roth contribution. Prior to the issuance of applicable IRS guidance, the Plan Administrator may develop administrative procedures with respect to this Section 2.09 that are reasonable, in good-faith and in a manner consistent with the intent of Code §402A(a)(2), as

added by §604 of SECURE 2.0. Such administrative procedures may set forth rules for specific types of Matching Contributions and/or Employer Contributions eligible for this election, special accounting for such amounts and other administrative rules.

(a) **Contributions must be nonforfeitable.** At the time received, a Participant must have a nonforfeitable right to any Matching Contribution or Employer Contribution such Participant elects to treat as a Roth contribution.

(b) **Employer elections.** Participants may not elect to treat Matching Contributions or Employer Contributions as Roth contributions unless otherwise elected below,

☐ **(1)** Effective _____ (insert date on or after December 30, 2022), Participants may elect to treat Matching Contributions as Roth contributions.

☐ **(2)** Effective _____ (insert date on or after December 30, 2022), Participants may elect to treat Employer Contributions as Roth contributions.

2.10 **Special rules applicable to benefit overpayments.** Effective as of December 29, 2022 (and with respect to certain actions before December 29, 2022, as provided under §301 of SECURE 2.0), the provisions of Code §414(aa) – Special Rules Applicable to Benefit Overpayments (as added under §301 of SECURE 2.0) apply to the Plan.

(a) **Impact on Plan qualification.** The Plan shall not fail to be treated as satisfying the requirements of Code §401(a) merely because: (i) the Plan fails to obtain payment from any Participant, Beneficiary, employer, plan sponsor, fiduciary, or other party on account of any inadvertent benefit overpayment made by the Plan, or (ii) the Employer amends the Plan to increase past, or decrease future, benefit payments to affected Participants and Beneficiaries in order to adjust for prior inadvertent benefit overpayments.

(b) **Reduction in future benefit payments and recovery from responsible party.** Section 2.10(a) shall not fail to apply to the Plan merely because, after discovering a benefit overpayment, the Plan: (i) reduces future benefit payments to the correct amount provided for under the terms of the Plan, or (ii) seeks recovery from the person or persons responsible for such overpayment.

(c) **Employer funding obligation.** Nothing in this Section 2.10 shall relieve the Employer of any obligation imposed on it to make contributions to the Plan to meet the minimum funding standards under Code §§412 and 430 or to prevent or restore an impermissible forfeiture in accordance with Code §411.

(d) **Observance of benefit limitations.** Notwithstanding the provisions of this Section 2.10, the Plan shall observe any limitations imposed on it by Code §§401(a)(17) or 415. The Plan may enforce such limitations using any method approved by the IRS for recouping benefits previously paid or allocations previously made in excess of such limitations.

(e) **Coordination with other qualification requirements.** The Plan shall comply with any regulations or other guidance of general applicability issued by the IRS specifying how benefit overpayments and their recoupment or non-recoupment from a Participant or Beneficiary shall be taken into account for purposes of satisfying any requirement applicable to the Plan.

(f) **Rollovers.** As provided for under Code §402(c)(12), as added by §301(b)(2) of SECURE 2.0, in the case of an inadvertent benefit overpayment from the Plan to which Code §414(aa)(1) applies that is transferred to an Eligible Retirement Plan by or on behalf of a Participant or Beneficiary: (i) the portion of such overpayment with respect to which recoupment is not sought on behalf of the Plan shall be treated as having been paid in an Eligible Rollover Distribution if the payment would have been an Eligible Rollover Distribution but for being an overpayment, and (ii) the portion of such overpayment with respect to which recoupment is sought on behalf of the Plan shall be permitted to be returned to such Plan and in such case shall be treated as an Eligible Rollover Distribution transferred to such Plan by the Participant or Beneficiary who received such overpayment (and the plans making and receiving such transfer shall be treated as permitting such transfer).

2.11 **Pooled Employer Plan – Collection of Contributions.** As provided under §105 of SECURE 2.0, effective for Plan Years beginning after December 31, 2022, a Pooled Employer Plan may designate a named fiduciary, including the Pooled Plan Provider, to be responsible for collecting contributions to the PEP. Such named fiduciary must implement written procedures for collecting contributions that are reasonable, diligent and systematic. Such named fiduciary may not be an Employer participating in the Pooled Employer Plan.

2.12 **Treatment of Qualified Student Loan Payments as Salary Deferrals for purposes of Matching Contributions.** Effective for Plan Years beginning on or after _____ [enter a date on or after January 1, 2024, if applicable], the Plan may treat

Qualified Student Loan Payments as Salary Deferrals (or After-Tax Employee Contributions, if applicable) for purposes of Matching Contributions, as provided for under §110 of SECURE 2.0.

☒ **N/A.** Student Loan Payments were not treated as Salary Deferrals under the Plan.

(a) **Conditions.** The Plan may only treat Qualified Student Loan Payments as Salary Deferrals (or After-Tax Employee Contributions, if applicable) for purposes of Matching Contributions if:

(1) the Plan provides Matching Contributions on account of Salary Deferrals (or After-Tax Employee Contributions, if applicable) at the same rate as Matching Contributions on account of Qualified Student Loan Payments;

(2) the Plan provides Matching Contributions on account of Qualified Student Loan Payments only on behalf of Employees otherwise eligible to receive Matching Contributions on account of Salary Deferrals (or After-Tax Employee Contributions, if applicable);

(3) all Employees eligible to receive Matching Contributions on account of Salary Deferrals (or After-Tax Employee Contributions, if applicable) are eligible to receive Matching Contributions on account of Qualified Student Loan Payments; and

(4) the Plan provides that Matching Contributions on account of Qualified Student Loan Payments vest in the same manner as Matching Contributions on account of Salary Deferrals (or After-Tax Employee Contributions, if applicable).

(b) **Definitions.**

(1) **Qualified Student Loan Payment.** A payment made by an Eligible Employee in repayment of a Qualified Education Loan (as defined in Code §221(d)(1)) incurred by such Employee to pay Qualified Higher Education Expenses, but only to the extent such payments in the aggregate for the year do not exceed an amount equal to the Elective Deferral Dollar Limit under BPD Section 5.02 for the year, reduced by the Salary Deferrals made by the Employee for such year.

(2) **Qualified Higher Education Expenses.** The cost of attendance (as defined in §472 of the Higher Education Act of 1965, as in effect on the day before the date of the enactment of the Taxpayer Relief Act of 1997) at an Eligible Educational Institution (as defined in Code §221(d)(2)).

(c) **Special rules relating to the treatment of Qualified Student Loan Payments as Salary Deferrals for purposes of Matching Contributions.**

(1) **Employee certification.** The Employee must certify annually that such Employee has made Qualified Student Loan Payments and the amount of such payments. The Employer may rely on such Employee certification.

(2) **Nondiscrimination and coverage rules.** For purposes of Code §§401(a)(4) and 410(b), Matching Contributions described in this Section 2.12 shall not fail to be treated as available to an Employee solely because such Employee does not have debt incurred under a Qualified Education Loan.

(3) **Treatment as a Plan contribution.** A Qualified Student Loan Payment generally shall not be treated as a contribution to the Plan. However, the Plan may treat a Qualified Student Loan Payment as a Salary Deferral (or After-Tax Employee Contribution, if appropriate) for purposes of requirements of Code §§401(m)(11)(B), 401(m)(12), 401(m)(13) or Code §§401(k)(11)(B)(i)(II), 401(k)(12)(B), 401(k)(13)(D) or 401(k)(16)(D).

(4) **ADP testing.** In determining whether the Plan satisfies the ADP Test under BPD Section 6.01 for a Plan Year, the Plan may apply the requirements of such BPD Section 6.01 separately with respect to all Employees who receive Matching Contributions on account of Qualified Student Loan Payments.

2.13 **Emergency Personal Expense Distributions.** Effective for distributions made on or after _____ [enter a date on or after January 1, 2024, if applicable], the Plan may permit a Participant to receive an Emergency Personal Expense Distribution from the Accounts designated in §2.13(d) below.

☒ **N/A.** Emergency Personal Expense Distributions were not permitted under the Plan.

(a) **Definition of Emergency Personal Expense Distribution.** An Emergency Personal Expense Distribution is any distribution from the Plan to a Participant for purposes of meeting unforeseeable or immediate financial needs relating

to necessary personal or family emergency expenses, subject to certain limitations.

(1) **Annual limitation.** A Participant may not receive more than one distribution per calendar year as an Emergency Personal Expense Distribution.

(2) **Dollar limitation.** The amount that a Participant may receive as Emergency Personal Expense Distribution in any calendar year may not exceed the lesser of $1,000 or an amount equal to the excess of (I) the individual's total nonforfeitable Account Balance under the Plan, determined as of the date of each such distribution, over (II) $1,000.

(3) **Aggregation of Emergency Personal Expense Distributions.** Emergency Personal Expense Distributions from all plans maintained by the Employer are aggregated for annual and dollar limitation purposes.

(4) **Limitation on subsequent Emergency Personal Expense Distributions.** If a distribution is treated as an emergency personal expense distribution, then no amount may be treated as such a distribution during the immediately following three (3) calendar years unless the previous Emergency Personal Expense Distribution is fully recontributed, or the aggregate of the Salary Deferrals and After-Tax Employee Contributions to the Plan subsequent to such previous Emergency Personal Expense Distribution is at least equal to the amount of such previous distribution which has not been recontributed.

(b) **Recontributions to applicable Eligible Retirement Plans.** Any portion of an Emergency Personal Expense Distribution may, at any time during the 3-year period beginning on the day after the date on which the Participant received such distribution, be recontributed to an applicable Eligible Retirement Plan to which an Eligible Rollover Distribution can be made. In the case of a recontribution made with respect to an Emergency Personal Expense Distribution, an individual is treated as having received the Emergency Personal Expense Distribution as an Eligible Rollover Distribution (as defined in Code §402(c)(4)) and as having transferred the amount to an applicable Eligible Retirement Plan in a direct trustee-to-trustee transfer within 60 days of the distribution.

(c) **Other applicable rules.** The following rules apply to Emergency Personal Expense Distributions:

(1) An Emergency Personal Expense Distribution is includible in gross income, but it is not subject to the 10% additional tax under Code §72(t)(1).

(2) In making a determination whether an individual is eligible for an Emergency Personal Expense Distribution, the Employer or Plan Administrator is permitted to rely on reasonable representations from the individual, unless the Employer or Plan Administrator has actual knowledge to the contrary.

(d) **Sources for Emergency Personal Expense Distributions.** Emergency Personal Expense Distributions are available from the following sources:

☐ **(1)** All available sources
☐ **(2)** Pre-Tax Deferral Account
☐ **(3)** Roth Deferral Account (including In-Plan Roth Conversion Account)
☐ **(4)** Matching Contribution Account
☐ **(5)** Employer Contribution Account
☐ **(6)** Safe Harbor Contribution Account(s)
☐ **(7)** Qualified Matching Contribution (QMAC) and/or Qualified Nonelective Contribution (QNEC) Account(s)
☐ **(8)** Rollover Contribution Account
☐ **(9)** After-Tax Employee Contribution Account
☐ **(10)** Transfer Account
☐ **(11)** Money Purchase Pension Plan Accounts (subject to the limitations stated under the Plan)
☐ **(12)** Describe available sources: _____

☐ **(e)** **Further limitations on Emergency Personal Expense Distributions.** Emergency Personal Expense Distributions are further limited as follows:

☐ **(1)** Emergency Personal Expense Distributions are not available to terminated Participants.
☐ **(2)** Emergency Personal Expense Distributions will only be permitted if the Participant is 100% vested in the source from which the distribution is taken.
☐ **(3)** Describe any limits on the Participants who may receive Emergency expense distributions: _____

☐ **(d) Describe special rules applicable to Emergency Personal Expense Distributions:**

_____

2.14 **Domestic Abuse Distributions.** Effective for distributions made on or after _____ [enter a date on or after January 1, 2024, if applicable], the plan may permit a Participant to receive a Domestic Abuse Distribution from the Accounts designated in §2.14(d) below. Domestic Abuse Distributions may not be made from a defined benefit plan or any other plan to which Code §§401(a)(11) and 417 apply.

☒ **N/A.** Domestic Abuse Distributions were not permitted under the Plan.

(a) **Definition of Domestic Abuse Distribution.** A Domestic Abuse Distribution is a distribution to a Domestic Abuse victim which is made during the 1-year period beginning on any date on which the Domestic Abuse victim is a victim of Domestic Abuse by a spouse or domestic partner and that meets the following conditions and definitions.

(1) **Definition of Domestic Abuse.** Domestic Abuse is physical, psychological, sexual, emotional, or economic abuse, including efforts to control, isolate, humiliate, or intimidate the victim, or to undermine the victim's ability to reason independently, including by means of abuse of the victim's child or another family member living in the household.

(2) **Limitation.** The aggregate amount which the Plan may treat as a Domestic Abuse Distribution to a Domestic Abuse victim shall not exceed an amount equal to the lesser of (I) $10,000 (indexed for inflation), or (II) 50 percent of the value of the nonforfeitable Account Balances of the Domestic Abuse victim under all plans of the Employer.

(3) **Aggregation of Domestic Abuse Distributions.** Domestic Abuse Distributions from all plans maintained by the Employer are aggregated for limitation purposes.

(b) **Recontributions to applicable Eligible Retirement Plans.** Any portion of a Domestic Abuse Distribution may, at any time during the 3-year period beginning on the day after the date on which the Participant received such distribution, be recontributed to an applicable Eligible Retirement Plan to which an Eligible Rollover Distribution can be made. In the case of a recontribution made with respect to a Domestic Abuse Distribution, an individual is treated as having received the Domestic Abuse Distribution as an Eligible Rollover Distribution (as defined in Code §402(c)(4)) and as having transferred the amount to an applicable Eligible Retirement Plan in a direct trustee-to-trustee transfer within 60 days of the distribution.

(c) **Other applicable rules.** The following rules apply to Domestic Abuse Distributions:

(1) A Domestic Abuse Distribution is includible in the Domestic Abuse victim's gross income, but it is not subject to the 10% additional tax under Code §72(t)(1).

(2) In making a determination whether an individual is eligible for a Domestic Abuse Distribution, the Employer or Plan Administrator is permitted to rely on reasonable representations from the individual, unless the Employer or Plan Administrator has actual knowledge to the contrary.

(d) **Sources for Domestic Abuse Distributions.** Domestic Abuse Distributions are available from the following sources:

☐ **(1)** All available sources
☐ **(2)** Pre-Tax Deferral Account
☐ **(3)** Roth Deferral Account (including In-Plan Roth Conversion Account)
☐ **(4)** Matching Contribution Account
☐ **(5)** Employer Contribution Account
☐ **(6)** Safe Harbor Contribution Account(s)
☐ **(7)** QMAC and/or QNEC Account(s)
☐ **(8)** Rollover Contribution Account
☐ **(9)** After-Tax Employee Contribution Account
☐ **(10)** Transfer Account
☐ **(11)** Describe available sources: _____

☐ **(e)** **Further limitations on Domestic Abuse Distributions.** Domestic Abuse Distributions are further limited as follows:

☐ **(1)** Domestic Abuse Distributions are not available to terminated Participants.

☐ **(2)** Domestic Abuse Distributions will only be permitted if the Participant is 100% vested in the source from which the distribution is taken.

2.15 **Automatic portability transactions.** Effective for transactions occurring on or after _____ [enter a date on or after December 29, 2023, if applicable], the Employer will accept transfers of assets into the Plan on behalf of an active Participant pursuant to an automatic portability transaction, as described under SECURE 2.0 §120 and Code §4975(f)(12).

☒ **N/A.** Plan will not accept automatic portability transfers of assets into the Plan.

2.16 **Dollar limitations for Involuntary Cash-Out Distributions and other $5,000 thresholds.** Effective for distributions made on or after_____, the Involuntary Cash-Out Distribution threshold and certain other $5,000 thresholds under the Plan (as listed below) are increased from $5,000 to $7,000, The Employer may designate a threshold below $7,000 for purposes of Involuntary Cash-Out Distributions in Section 2.16(c) below.

☒ **N/A.** The Cash-Out Distribution threshold was not increased.

(a) **Basic Plan Document (BPD) References to $5,000 increased to $7,000.** For purposes of the following BPD sections, the $5,000 threshold referenced in the section is increased to $7,000: Sections 3.03(f)(1)(iii); 8.04(a); 8.07(a) and (b); 8.08(b); 9.01(c); 13.08; and 14.03(b)(1).

(b) **AA References to $5,000 increased to $7,000.** For purposes of the following Adoption Agreement sections, the $5,000 threshold referenced in the section is increased to $7,000: Sections 9-3(a) and (b); and 9.06(a).

(c) **Lower Involuntary Cash-Out Distribution threshold.** Instead of an Involuntary Cash-Out Distribution threshold of $7,000, a terminated Participant will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to $_____[must be less than $7,000].

(d) **The following special rules apply in applying the $7,000 threshold under the Plan:**

2.17 **Exclusion of "otherwise excludable employees" for Top-Heavy Plan purposes.** Effective for Plan Years beginning after December 31, 2023, the Plan excludes Employees who do not meet the minimum age and service requirements under Code §410(a)(1) (i.e., "otherwise excludable Employees") from consideration in determining whether the Plan satisfies the Top-Heavy Plan requirements under Section 4 of the BPD. Such otherwise excludable Employees will not receive a Top-Heavy Plan minimum allocation as specified under Section 4.04 of the BPD.

2.18 **Special Rules Applicable to Long-Term Part-Time Employees (LTPT Employees).** Effective for Plan Years beginning after December 31, 2020, to satisfy the rules under Code §401(k), the Plan must permit LTPT Employees to make Salary Deferrals into the Plan, as required under Code §§401(k)(2)(D)(ii)) and 401(k)(15) and applicable regulations. An Employer is not required to make Employer Contributions or Matching Contributions on behalf of LTPT Employees. If no Employees are eligible to make Salary Deferrals solely because of the LTPT Employee requirements under Code §§401(k)(2)(D)(ii)) and 401(k)(15), then the Employer has no LTPT Employees and the requirements under this Section 2.18 do not apply. The Employer may make elections relating to LTPT Employees under Section 2.18(j) below.

(a) **Definition of an LTPT Employee.** An LTPT Employee is an Employee who is eligible to make Salary Deferrals into the Plan solely by reason of having:

(1) Completed two consecutive Eligibility Computation Periods during each of which the Employee is credited with at least 500 Hours of Service (or for Plan Years beginning on or before December 31, 2024, three consecutive Eligibility Computation Periods rather than two consecutive Eligibility Computation Periods); and

(2) Attained age 21 by the close of the last of the Eligibility Computation Periods described in subsection (1).

Long-Term, Part-Time Employees do not include: (a) Employees who are Collectively Bargained Employees; (b) Employees who are nonresident aliens and who receive no earned income (within the meaning of Code §911(d)(2)) from the Employer that constitutes income from sources within the United States (within the meaning of Code §861(a)(3)); or (c) any other Employees described in Code §410(b)(3).

(b) **Participation rules applicable to LTPT Employees.**

(1) **In general.** An LTPT Employee must become eligible to make Salary Deferrals into the Plan no later than the earlier of:

(i) The first day of the first Plan Year beginning after becoming an LTPT Employee; or

(ii) The date 6 months after becoming an LTPT Employee.

(2) **Employees who terminate employment.** The time of participation rule in (1) does not apply to an LTPT Employee who terminates employment and is not reemployed by the Employer before such LTPT Employee's applicable Entry Date. However, if an LTPT Employee described in the prior sentence returns to employment with the Employer after such LTPT Employee's applicable Entry Date and is otherwise eligible to make Salary Deferrals, the LTPT Employee must be eligible to make Salary Deferrals immediately upon reemployment with the Employer.

(3) **Change in status.** If an Employee who would otherwise be eligible to make Salary Deferrals as an LTPT Employee does not participate solely because the Employee does not satisfy the Plan's eligibility conditions that are not based on age or service as of the Employee's applicable Entry Date, and the Employee satisfies those conditions after that date, the Employee must be eligible to make Salary Deferrals immediately upon satisfying those conditions.

(4) **Crediting of service.** Except for any Eligibility Computation Period beginning before January 1, 2021, all Eligibility Computation Periods during which an Employee is credited with at least 500 Hours of Service with the Employer must be taken into account for purposes of determining whether an Employee has satisfied the time of participation requirements under this Section 2.18. Eligibility Computation Periods are determined under the rules set forth under Section 2.03(a)(3) of the BPD.

(c) **Eligibility conditions not based on age or service.** The Plan may establish an eligibility condition that an LTPT Employee must satisfy in order to make Salary Deferrals under the Plan, provided that the condition is not a proxy for imposing an impermissible age or service requirement.

(d) **Restrictions on the right to make Salary Deferrals by LTPT Employees.** The Plan may not restrict the right to make Salary Deferrals by LTPT Employees who are eligible Nonhighly Compensated Employees (NHCEs) in a manner that would not be permitted for an NHCE under Treas. Reg. §1.401(k)–3(c)(6). However, a SIMPLE 401(k) plan may limit the amount of Salary Deferrals made by LTPT Employees to the extent needed to satisfy the Salary Deferral limitation applicable to SIMPLE 401(k) plans.

(e) **Employer Contributions and Matching Contributions.** Notwithstanding the nondiscrimination rules under Code §401(a)(4), an Employer is not required to make Employer Contributions or Matching Contributions on behalf of LTPT Employees, even if such contributions are made on behalf of other Eligible Employees.

(1) **Safe Harbor 401(k) Plans.** A Safe Harbor 401(k) Plan will not fail to satisfy the Safe Harbor 401(k) Plan requirements merely because the Employer does not make an Employer Contribution or Matching Contribution on behalf of an eligible NHCE who is an LTPT Employee (or makes an Employer Contribution or Matching Contribution that does not satisfy the safe harbor contribution requirements of Treas. Reg. §1.401(k)–3 on behalf of the eligible NHCE), provided that LTPT Employees are excluded for purposes of determining whether the Plan satisfies the ADP safe harbor provisions of Code §§401(k)(12) or (13).

Similarly, a Safe Harbor 401(k) Plan that is intended to satisfy the ACP safe harbor provisions of Code §§401(m)(11) or (12) will not fail to satisfy those provisions merely because the Employer does not make an Employer Contribution or Matching Contribution on behalf of an eligible NHCE who is an LTPT Employee (or makes an Employer Contribution or Matching Contribution that does not satisfy the safe harbor contribution requirements of Treas. Reg. §1.401(m)–3 on behalf of the eligible NHCEs, provided that LTPT Employees are excluded for purposes of determining whether the Plan satisfies the ADP safe harbor provisions of Code §§401(m)(11) or (12).

(2) **Top-Heavy Plan minimum allocation.** The Plan will not fail to satisfy the minimum allocation requirements of Code §416(c) merely because the Employer Contribution (if any) made for the Plan Year on behalf of a Non-Key Employee who is an LTPT Employee does not satisfy those requirements, provided that LTPT Employees are excluded for purposes of determining whether the Plan satisfies the minimum allocation requirements of Code §416(c) for the Plan Year.

(3) **SIMPLE 401(k) Plans.** The Employer may not elect to exclude LTPT Employees from the application of the SIMPLE 401(k) provisions of Code §§401(k)(11) and (m)(10).

(f) **Employer elections relating to nondiscrimination, coverage and top-heavy**.

(1) **Nondiscrimination and coverage election.**

(i) **General rule.** The Employer may elect to exclude LTPT Employees for purposes of determining whether the Plan satisfies the following provisions:

(A) The nondiscrimination requirements of Code §401(a)(4);

(B) The ADP test of Code §401(k)(3);

(C) The ADP safe harbor provisions of Code §§401(k)(12) and (13);

(D) The ACP test of Code §401(m)(2);

(E) The ACP safe harbor provisions of Code §§401(m)(11) and (12); and

(F) The minimum coverage requirements of Code §410(b).

(ii) **Additional rules**.

(A) The Employer's nondiscrimination and coverage election applies for purposes of every provision listed in subsection (i).

(B) The Employer's nondiscrimination and coverage election applies with respect to all LTPT Employees who are able to participate under the Plan.

(C) The Employer may administratively make a nondiscrimination and coverage election on an annual basis, unless the Plan is a Safe Harbor 401(k) Plan that intends to satisfy the ADP safe harbor provisions of Code §§401(k)(12) or (13) and/or the ACP safe harbor provisions of Code §§401(m)(11) or (12), as set forth in subsections (D) and (E) below.

(D) If the Plan is a Safe Harbor 401(k) Plan intended to satisfy the ADP safe harbor provisions of Code §§401(k)(12) or (13), the Employer must make the nondiscrimination and coverage election before the beginning of the applicable Plan Year.

(E) If the Plan is a Safe Harbor 401(k) Plan intended to satisfy the ACP safe harbor provisions of Code §§401(m)(11) or (12), the Employer must make the nondiscrimination and coverage election before the beginning of the applicable Plan Year.

(2) **Top-Heavy Plan election.**

(i) **General rules.** The Employer may elect to exclude LTPT Employees (but not former LTPT Employees) for purposes of determining whether the Plan satisfies the Top-Heavy Plan vesting and benefit requirements of Code §§416(b) and (c). This Top-Heavy Plan election does not apply for purposes of determining whether the Plan is a Top-Heavy Plan. If the Employer that makes a nondiscrimination and coverage election (which has the effect of excluding LTPT Employees for purposes of determining whether the Plan satisfies the ADP and ACP safe harbor provisions), the Plan will not fail to be excluded from the definition of a Top-Heavy Plan under Code §416(g)(4)(H) merely because the Employer does not make Employer Contributions or Matching Contributions on behalf of LTPT Employees (or makes Employer Contributions or Matching Contributions that do not satisfy the contribution requirements for Safe Harbor 401(k) Plans).

(ii) **Election applies to all LTPT Employees.** The Top-Heavy Plan election under subsection (i) applies with respect to all LTPT Employees.

(g) **Vesting.** An LTPT Employee is always fully vested in such LTPT Employee's Pre-Tax Deferral Account and Roth Deferral Account. If the Employer makes Employer Contributions or Matching Contributions on behalf of LTPT Employees, the following rules apply for purposes of determining the vested (i.e., nonforfeitable) interest of an LTPT Employee (or former LTPT Employee) in such Employee's Employer Contribution Account and Matching Contribution Account:

(1) **Year of vesting service.** Each Vesting Computation Period during with an LTPT Employee (or Former LTPT Employee) is credited with at least 500 Hours of Service is treated as a Year of Service for vesting purposes.

(2) **Vesting Computation Periods.** Except for any Vesting Computation Period beginning before January 1,

2021, all Vesting Computation Periods with the Employer are be taken into account for determining an LTPT Employee's vested percentage, except for periods the Employer excludes under AA §8-3. The Employer may elect to include Vesting Computation Period beginning before January 1, 2021 for determining an LTPT Employee's vested percentage.

(3) **Break in Service rules.** For purposes of determining whether an LTPT Employee has Break in Service (the Employer applies the Break in Service rules), the definition of Break in Service is revised by substituting "at least 500 Hours of Service" for "more than 500 Hours of Service."

(4) **Plan's other vesting rules apply.** Unless otherwise provided under this Section 2.18 or in the Adoption Agreement, the Plan's rules relating to vesting apply to LTPT Employees.

(h) **Other rules applicable to LTPT Employees.**

(1) **Elapsed Time Method.** If the Plan uses the Elapsed Time Method for crediting eligibility service, no Employees are considered LTPT Employees and the rules under this Section 2.18 do not apply.

(2) **Equivalency Methods.** The Plan may use the Equivalency Methods described under Section 2.03(a)(5) of the BPD for eligibility purposes and Section 7.05(a)(2) of the BPD for vesting purposes. A Plan may not pro rate the applicable Equivalency Method hours for determining Years of Service for LTPT Employees (or Former LTPT Employees.

(3) **Catch-Up Contributions.** LTPT Employees may make Catch-Up Contributions if Catch-Up Contributions are permitted under the Plan.

(4) **Roth Deferrals.** LTPT Employees may make Roth Deferrals if Roth Deferrals are permitted under the Plan, unless the Employer elects to prohibit LTPT Employees from making Roth Deferrals.

(5) **Automatic Contribution Arrangements.** LTPT Employees are subject to the Plan's Automatic Contribution Arrangement provisions, unless the Employer elects otherwise.

(6) **Plan's other rules apply.** Unless otherwise specifically provided otherwise under this Section 2.18, other provisions in the BPD or in the Adoption Agreement, the Plan's provisions apply to LTPT Employees. The Plan Administrator may apply the Plan's provisions to LTPT Employees consistent with a "good-faith" interpretation of the Plan's requirements.

(i) **IRS guidance.** To the extent that the IRS issues additional guidance with respect to the requirements applicable to LTPT Employees, the Employer or Plan Administrator may administer the Plan consistent with such guidance.

(j) **LTPT Employee elective provisions.** The Plan must permit LTPT Employees to make Salary Deferrals into the Plan, as required under Code §§401(k)(2)(D)(ii)) and 401(k)(15) and applicable regulations. The Employer may make elections under this subsection (j) consistent with the requirements of this Section 2.18. Elections under this subsection (j) are not necessary if no Employees will ever be eligible to make Salary Deferrals solely because of the LTPT Employee requirements under Code §§401(k)(2)(D)(ii)) and 401(k)(15).

(1) **Eligibility for Employer Contributions and Matching Contributions.** Unless elected otherwise below, LTPT Employees are not eligible for Employer Contributions or Matching Contributions under the Plan.

In addition to the ability to make Salary Deferrals, LTPT Employee may receive the following in the same manner and under the same conditions as other Eligible Employees under the Plan:

☐ **(i)** All available Employer Contributions and Matching Contributions

☐ **(ii)** Employer Contributions (including Qualified Nonelective Employer Contributions)

☐ **(iii)** Matching Contributions (including Qualified Matching Contributions)

☐ **(iv)** Safe Harbor 401(k) Plan Contributions

☐ **(v)** Describe: _____

☐ **(2) Eligibility Computation Period.** Unless elected otherwise below, the Eligibility Computation Period rules under Section 2.03(a)(3) of the BPD and AA §4 apply to LTPT Employees.

☐ **(i)** The Eligibility Computation Period for an LTPT Employee is based on Anniversary Years and will not switch to the Plan Year.

☐ **(ii)** Describe Eligibility Computation Period rules applicable to LTPT Employees:

_____

[***Note**: Any description under this (ii) must be consistent with requirements for Eligibility Computation Periods under Section 2.03(a)(3) of the BPD and AA §4.*]

☐ **(3) Entry Date.** Unless elected otherwise below, the Entry Date rules under Section 2.03(b) of the BPD and AA §4 apply to LTPT Employees.

☐ **(i)** The Entry Date for LTPT Employees will be the first day of the 1st and 7th month of the Plan Year.

☐ **(ii)** Describe the Entry Date rules applicable to LTPT Employees:

_____

(4) Collectively Bargained Employees and non-resident aliens. If Collectively Bargained Employees and/or non-resident aliens who receive no compensation from the Employer that constitutes U.S. source income are otherwise eligible for the Plan, the Employer may elect to exclude such Employees from the LTPT Employee rules below:

☐ **(i)** Collectively Bargained Employees are excluded from eligibility as LTPT Employees.

☐ **(ii)** Non-resident aliens who receive no compensation from the Employer that constitutes U.S. source income are excluded from eligibility as LTPT Employees.

(5) Roth Deferrals. LTPT Employees may make Roth Deferrals if Roth Deferrals are permitted under the Plan, unless the Employer elects otherwise below:

☐ LTPT Employees are not permitted to make Roth Deferrals under the Plan.

(6) After-Tax Employee Contributions. LTPT Employees may make After-Tax Employee Contributions if After-Tax Employee Contributions are permitted under the Plan, unless the Employer elects otherwise below:

☐ LTPT Employees are not permitted to make After-Tax Employee Contributions under the Plan.

(7) Rollover Contributions. LTPT Employees may make Rollover Contributions if Rollover Contributions are permitted under the Plan, unless the Employer elects otherwise below:

☐ LTPT Employees are not permitted to make Rollover Contributions under the Plan.

(8) Automatic Contribution Arrangements. LTPT Employees are subject to the Plan's Automatic Contribution Arrangement provisions (including automatic escalation), unless the Employer elects otherwise below:

☐ (i) LTPT Employees are not subject to the Automatic Contribution Arrangement provisions of the Plan.

☐ (ii) LTPT Employees are subject to the Plan's Automatic Contribution Arrangement provisions (**excluding automatic escalation**).

(9) Vesting Computation Periods. LTPT Employee will not receive vesting credit for Vesting Computation Period beginning before January 1, 2021, unless the Employer elects otherwise below:

☐ (i) All Vesting Computation Periods beginning before January 1, 2021 will be taken into account for determining vesting credit for LTPT Employees.

☐ (ii) Describe the Vesting Computation Periods beginning before January 1, 2021 that will be taken into account for determining vesting credit for LTPT Employees: _____

(10) Nondiscrimination and coverage election. If the Plan is not a Safe Harbor 401(k) Plan, the Employer may administratively elect on an annual basis to exclude LTPT Employee from the nondiscrimination and coverage tests listed under the BPD.

If the Plan is a Safe Harbor 401(k) Plan, by default under this Plan, the Employer elects to exclude LTPT Employee from the nondiscrimination and coverage tests listed under Section 6.06(e)(1) of the BPD, unless elected otherwise below:

☐ The Plan is a Safe Harbor 401(k) Plan intended to satisfy the ADP safe harbor provisions of Code §§401(k)(12) or (13) and/or the ACP safe harbor provisions of Code §§401(m)(11) or (12) and the Employer elects to INCLUDE LTPT Employees in all nondiscrimination and coverage tests listed under Section 6.06(e)(1) of the BPD. (The Employer must make this nondiscrimination and coverage election before the Plan Year for which the election applies.)

(11) Top-Heavy Plan elections.

(i) Top-Heavy Plan minimum allocations. If LTPT Employees are otherwise eligible to receive Employer Contributions or Matching Contributions under the Plan, such LTPT Employees will receive a Top-Heavy Plan minimum allocation as provided under Section 4 of the BPD, unless the Employer elects otherwise below:

☐ LTPT Employees who are otherwise eligible to receive Employer Contributions or Matching Contributions under the Plan will NOT receive a Top-Heavy Plan minimum allocation as provided under Section 4 of the BPD.

(ii) Top-Heavy Plan election under Section 2.18(f)(2)(i) above. Unless elected otherwise below, the Employer will exclude LTPT Employees for purposes of determining whether the Plan satisfies the Top-Heavy Plan vesting and benefit requirements of Code §§416(b) and (c).

☐ LTPT Employees will NOT be excluded for purposes of determining whether the Plan satisfies the Top-Heavy Plan vesting and benefit requirements of Code §§416(b) and (c).

☐ **(12) Describe other rules applicable to LTPT Employees.** _____

[***Note**: Any rules under this (12) must be consistent with requirements for the participation of LTPT Employees as set forth under this Section 2.18.*]

2.19 Mandatory Automatic Enrollment. Unless the Plan is otherwise excepted as described in Section 2.19(e) below, if the Plan includes a cash or deferred arrangement (CODA) under Code §401(k) (including a QACA Safe Harbor 401(k) Plan), the Plan must satisfy the automatic enrollment requirements under Code §414A, effective for Plan Years beginning after December 31, 2024. The Plan Administrator may apply a reasonable, good faith interpretation of the requirements under Code §414A until Plan Years that begin more than 6 months after the date that the IRS issues final regulations under Code §414A. The Plan Administrator may use proposed Treas. Reg. §1.414A-1 and proposed Treas. Reg. §1.414(w)-1 to assist in the interpretation of the Code §§414A and 414(w) requirements.

(a) Arrangement must be an Eligible Automatic Contribution Arrangement (EACA). The Plan must include an EACA (as defined under Code §414(w)(3)) that covers all Employees (including Long-Term Part-Time Employees) who are eligible to make Salary Deferrals under the Plan and that satisfies the additional requirements under Sections 2.19(b)-(d) below.

(b) Arrangement must permit permissive withdrawals. The EACA must permit any Employee who has default Salary Deferrals made to the Plan to elect permissible withdrawals (as defined in Code §414(w)(2) and described in Treas. Reg. §1.414(w)-1(c)).

(c) Contribution requirements. The EACA must provide that the default Salary Deferral on behalf of an Eligible Employee must equal a uniform percentage of such Employee's Plan Compensation, unless the Employee affirmatively elects to have a different amount (including no Salary Deferrals) under such Employee's Salary Reduction Agreement. The contribution requirements are not required to apply to an Employee who, on the date the Code §414A requirements are effective for the Plan, had an affirmative Salary Deferral election in effect (and that remains in effect) to make Salary Deferrals (in a specified amount or percentage of Plan Compensation), or to not make Salary Deferrals to the Plan.

(1) Uniform percentage for initial period. The contribution percentage under the default Salary Deferral for each Employee's initial period must be a uniform percentage that is not less than 3 percent and not more than 10 percent of such Employee's Plan Compensation. An Employee's initial period begins when the Employee is first eligible to elect to make Salary Deferrals under the Plan. An Employee's initial period ends on the last day of the Plan Year that follows the Plan Year that includes the date the initial period begins.

(2) Subsequent Plan Years. For each Plan Year beginning after an Employee's initial period under the arrangement, the percentage of the default Salary Deferral must be increased by 1 percentage point until the percentage is at least 10 percent. However, the percentage may not exceed 15 percent (or the lower percentage specified in Code §414A(b)(3)(B), if applicable).

(3) Exception to uniform percentage requirement. The EACA does not fail to satisfy the uniform percentage requirement merely because:

(i) The percentage used for the default Salary Deferral varies based on the number of years (or portions of years) since the beginning of the initial period for an Employee;

(ii) The rate of contributions under a Salary Reduction Agreement that is in effect for an Employee immediately prior to the date that the default Salary Deferral under Section 2.19(c)(1) above first applies to the Employee is not reduced;

(iii) The rate of contributions under a Salary Reduction Agreement is limited so as not to exceed the applicable limits of Code §§401(a)(17), 401(k)(16), 402(g) (determined with or without Catch-Up Contributions), 403(b)(16), and 415; or

(iv) The default Salary Deferral provided under this Section 2.19(c) is not applied during the period an Employee is not eligible to make Salary Deferrals under the Plan as required under Code §414(u)(12)(B)(ii).

(4) **Treatment of periods without default Salary Deferrals.** Generally, the uniform percentages described in Sections 2.19(c)(1) and (2) above are based on the date an Employee's initial period begins. However, if, after the Employee's initial period began, the Employee did not have default Salary Deferral made for an entire Plan Year, then the Plan is permitted to provide that the Employee's initial period is redetermined as follows:

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

(ii) **Redetermination for Employee who remained eligible and made an affirmative Salary Deferral election.** If, for an entire Plan Year, no default Salary Deferrals were made to the Plan solely because the Employee made an affirmative Salary Deferral election in a different amount (including an election not to make Salary Deferrals), then the Plan is permitted to provide that the initial period is redetermined so that it begins on any date specified under the Plan that is later than the last day of the Plan Year that follows the Plan Year that includes the date the initial period begins.

(d) **Investment requirements.** The EACA must provide that amounts contributed pursuant to the arrangement, and for which no investment is elected by the Employee, will be invested in accordance with the qualified default investment arrangement (QDIA) requirements under 29 CFR 2550.404c-5 (or any successor regulations).

(e) **Exception for certain types of plans and employers.** The following types of plans and employers are excepted from the requirements under Code §414A and this Section 2.19:

(1) SIMPLE 401(k) plans (as described in section 401(k)(11) and §1.401(k)-4);

(2) Governmental plans (within the meaning of Code §414(d));

(3) Church plans (within the meaning of section 414(e));

(4) Employers that normally employ 10 or fewer Employees (The Plan Administrator and Employer may use the rules under proposed Treas. Reg. §1.414A-1(d)(4) to assist in applying this exception);

(5) Employers that have been in existence for less than three (3) years (The Plan Administrator and Employer may use the rules under proposed Treas. Reg. §1.414A-1(d)(4) to assist in applying this exception);

(6) Any Plan that included a qualified cash or deferred arrangement if the Plan terms providing for the qualified cash or deferred arrangement were adopted initially before December 29, 2022, even if the Plan terms providing for the cash or deferred arrangement were effective after that date. (The Plan Administrator and Employer may apply guidance provided under proposed Treas. Reg. §1.414A-1(d) (or subsequent final regulations) to interpret the exceptions and the time a Plan or Employer must comply with the requirements of Code §414A if an exception no longer applies.)

(f) **Elective provisions.**

☒ **(1) The Plan is exempt from the mandatory automatic enrollment requirements.** The Plan is not required to satisfy the mandatory automatic enrollment requirements because it is exempt from such requirements under Code §414A(c). (See Section 2.19(e) above.)

The following elections apply to plans that are not exempt from the mandatory automatic enrollment requirements.

☐ **(2) Eligible Automatic Contribution Arrangement deferral percentage and automatic increase.**

☐ **(i) Initial automatic (default) Salary Deferral percentage.** _____% of Plan Compensation (percentage must be between 3% and 10%)

☐ **(ii) Automatic (default) Salary Deferral percentage increase.** For each Plan Year beginning after an Employee's initial period under the arrangement, the percentage of the automatic (default) Salary Deferral is increased by 1 percentage point until the percentage is _____% of Plan Compensation (must be at least 10%, but may not exceed 15%)

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

_____

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

☐ **(3) Application of automatic (default) Salary Deferral provisions.** The automatic (default) Salary Deferral election under subsection (2) will apply to Participants who enter the Plan after the automatic (default) Salary Deferral provisions are effective and to current Participants eligible to participate in the Plan at the time the automatic (default) Salary Deferral provisions are effective as set forth below.

☐ **(i) Current Participants.** The automatic (default) Salary Deferral provisions apply to all other eligible Participants as follows:

☐ **(A)** Automatic (default) Salary Deferral provisions apply to current Participants who have not entered into an affirmative Salary Deferral election. (Under this election, the automatic (default) Salary Deferral provisions do not apply to current Participants who have made an affirmative Salary Deferral election to not defer into the Plan).

☐ **(B)** Automatic (default) Salary Deferral provisions apply to current Participants who have not entered into a Salary Deferral election and to current Participants who have made an affirmative Salary Deferral election not to defer under the Plan.

☐ **(C)** Automatic (default) Salary Deferral provisions apply to all current Participants who have not entered into a Salary Deferral election that is at least equal to the automatic (default) Salary Deferral amount under subsection (2)(i). Current Participants who have made a Salary Deferral election that is less than the automatic (default) Salary Deferral amount, or who have not made a Salary Deferral election, will automatically be increased to the automatic (default) Salary Deferral amount unless the Participant enters into a new Salary Deferral election on or before the effective date of the automatic (default) Salary Deferral provisions.

☐ **(D)** Describe: _____

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

☐ **(A)** at the end of each Plan Year.

☐ **(B)** Describe date that the affirmative Salary Deferral election will expire:

_____

Expiration applies to the following:

☐ **(C)** All affirmative Salary Deferral elections.

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

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

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

☐ Any Salary Deferrals made pursuant to an automatic (default) Salary Deferral election will be treated as Roth Deferrals. [***Note:*** *This subsection (iii) may only be checked if Roth Deferrals are permitted under the Plan.*]

(4) Permissive redetermination of periods without default Salary Deferrals. The uniform automatic (default) Salary Deferral percentages under (2) above are based on the date the Employee's initial period begins. However, if, after the Employee's initial period began, the Employee did not have automatic (default) Salary Deferral made for an entire Plan Year, then an Employee's initial period is redetermined as follows (optional):

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

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

☐ **(A)** on the first day of the Plan Year beginning after the last day of the Plan Year that follows the Plan Year that includes the date the initial period began.

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

(5) Permissive withdrawals.

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

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

(ii) Employee with no automatic (default) Salary Deferral for a full Plan Year. Unless elected otherwise below, an Employee who would otherwise be subject to the automatic (default) Salary Deferral requirements but who for an entire Plan Year did not have automatic (default) Salary Deferral made under the Plan (e.g., a Participant who terminated employment) may elect a permissive withdrawal within the applicable time period if default Salary Deferrals begin at a later time (e.g., the Employee is rehired).

☐ The ability to take permissible withdrawals does not apply to an Employee who would otherwise be subject to the automatic (default) Salary Deferral requirements but who for an entire Plan Year did not have automatic (default) Salary Deferral made under the Plan.

☐ **(6)** Describe special rules applicable to the mandatory automatic enrollment under the Plan:

_____

2.20 <u>Higher Catch-Up Contribution Limit.</u> Unless otherwise elected under (a) below, if the Plan permits Catch-Up Contributions, then, effective for taxable years beginning after December 31, 2024, the Plan's Age 50 Catch-Up Contribution Limit increases to the greater of $10,000 or 150% of the regular Catch-Up Contribution Limit starting in the 2025 calendar year for Participants who have attained ages 60, 61, 62 and 63, as provided under Code §414(v)(2)(B). Further, unless elected

otherwise under (b) below, if the Plan matches Catch-Up Contributions, any higher Catch-Up Contributions are eligible for Matching Contributions

☒ **(a)** The higher Catch-Up Contributions allowed under Code §414(v)(2)(B) for taxable years beginning after 2024 for Participants who have attained ages 60, 61, 62, and 63 are not permitted under the Plan.

☐ **(b)** Higher Catch-Up Contributions, even though allowed under the Plan, are not eligible for Matching Contributions.

ARTICLE III
APPLICATION OF AMENDMENT

This amendment is hereby adopted on behalf of the Plan. This amendment applies to the signatory Employer and any other adopting Employers of the Plan.

Town of Lake Park
(Name of Employer)

(Name of Authorized Employer Representative) *(Title)*

(Signature) *(Date)*

APPENDIX A
PRE-APPROVED DEFINED CONTRIBUTION PLAN
CARES/SECURE ACTS INTERIM AMENDMENT

ARTICLE I
PURPOSE OF INTERIM AMENDMENT

1.01 **Adoption by Employer.** This Pre-Approved Defined Contribution Plan CARES/SECURE Acts Interim Amendment ("Interim Amendment" or "IA") is intended to qualify as a "good-faith" amendment to document the Plan's compliance with various laws, as listed under Article II, and other guidance issued by the Internal Revenue Service. The Plan Administrator will interpret the provisions consistent with any current or future guidance related to the applicable provisions. A copy of this amendment will be made a part of the Plan.

1.02 **Application.** To the extent that this Interim Amendment applies to a Plan, it supersedes any contrary provisions under the Plan, except as provided under IA §1.03. This Interim Amendment applies to the Employer and any Participating Employers of the Plan.

1.03 **Prior Amendments.** If the Employer previously amended the Plan to implement one or more of the provisions addressed by this Interim Amendment, such amendment(s) shall remain in effect and shall not be superseded, unless otherwise provided under the Elective Provisions. The Employer may use the Elective Provisions of this Interim Amendment to memorialize prior amendments.

If a Provider previously adopted the Provider-level CARES/Disaster Interim Amendment, the provisions of such amendment are also incorporated into this CARES/SECURE Acts Interim Amendment.

ARTICLE II
APPLICABLE LAWS AND PLANS COVERED BY INTERIM AMENDMENT

2.01 **Applicable Laws.** This Interim Amendment includes provisions that are required or allowed under the following laws:

(a) Bipartisan American Miners Act of 2019 ("Miners Act")

(b) Consolidated Appropriations Act, 2021 ("CAA")

(c) Coronavirus Aid, Relief, and Economic Security Act ("CARES Act")

(d) COVID-Related Tax Relief Act of 2020 ("CRTRA")

(e) Setting Every Community Up for Retirement Enhancement Act of 2019 ("SECURE Act")

(f) Taxpayer Certainty and Disaster Tax Relief Act of 2019 ("Disaster Tax Relief Act of 2019")

(g) Taxpayer Certainty and Disaster Tax Relief Act of 2020 ("Disaster Tax Relief Act of 2020")

2.02 **Application to Defined Contribution Plans.** The Interim Amendment applies to the following types of ASC Institute Pre-Approved Plans: the Defined Contribution Plan, the Governmental Defined Contribution Plan ("Governmental Plan"), the Employee Stock Ownership Plan ("ESOP"), the Church Defined Contribution Plan ("Church Plan") and the Owners-Only Profit Sharing/401(k) Defined Contribution Plan ("Owners-Only Plan"). Certain provisions of this Interim Amendment may not be applicable to all types of Plans or a specific adopting Employer.

ARTICLE III
AMENDMENT RELATING TO THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT

3.01 **In General.** On March 27, 2020, the CARES Act became law. Provisions of the CARES Act may have affected certain Plan provisions. The provisions of the CARES Act were effective at various times, as reflected in the provisions under this Article III. The Plan Administrator administered the provisions of this Article III consistent with a "good-faith" interpretation of the CARES Act. To the extent this Article III applies to the Plan, the provisions of this Article III supersede any inconsistent provisions of the Plan.

3.02 **Coronavirus-Related Distributions and Loans from the Plan.** This IA §3.02 incorporates CARES Act §2202 relating to special disaster-related rules for retirement plans. The provisions of this IA §3.02 apply only to the extent a distribution or

loan was made to a qualified individual as provided under CARES Act §2202. If the Plan did not operationally apply the rules under this IA §3.02, such provisions do not apply to the Plan. The Plan Administrator documented through administrative procedures (including designating accounts from which Coronavirus-Related Distributions and loans could have been taken) or otherwise the manner in which the Plan operationally applied the rules under this IA §3.02. To the extent this IA §3.02 applies to the Plan, the provisions supersede any inconsistent provisions of the Plan or loan program. The Plan administered this IA §3.02 consistent with the guidance provided under IRS Notice 2020-50.

(a) **Coronavirus-Related Distributions.** As provided under CARES Act §2202(a), and as amended by CRTRA §280, the Plan (including a money purchase pension plan) could (but was not required to) make Coronavirus-Related Distributions, subject to the limits under IA §3.02(a)(4), without regard to certain distribution restrictions otherwise applicable under the Plan.

(1) **Definition of Coronavirus-Related Distribution.** The term Coronavirus-Related Distribution means a distribution from the Plan made:

(i) on or after January 1, 2020, and before December 31, 2020,

(ii) to an individual:

(A) who was diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (collectively referred to herein as "COVID-19") by a test approved by the Centers for Disease Control and Prevention, including a test authorized under the Federal Food, Drug, and Cosmetic Act; or

(B) whose spouse or dependent (as defined in Code §152) was diagnosed with COVID-19 by such a test; and

(C) who experienced adverse financial consequences as a result of:

(I) the individual being quarantined, being furloughed or laid off or having work hours reduced due to COVID-19;

(II) the individual being unable to work due to lack of childcare due to COVID-19;

(III) closing or reducing hours of a business owned or operated by the individual due to COVID-19;

(IV) the individual having pay or self-employment income reduced due to COVID-19;

(V) the individual having a job offer rescinded or start date for a job delayed due to COVID-19;

(VI) the individual's spouse or a member of the individual's household (i.e., someone who shares the individual's principal residence) being quarantined, being furloughed or laid off or having work hours reduced due to COVID-19, being unable to work due to lack of childcare due to COVID-19, having pay or self-employment income reduced due to COVID-19, or having a job offer rescinded or start date for a job delayed due to COVID-19; or

(VII) closing or reducing hours of a business owned or operated by the individual's spouse or a member of the individual's household due to COVID-19.

(2) **Amounts not treated as Coronavirus-Related Distributions.** The following amounts were not treated as Coronavirus-Related Distributions:

(i) corrective distributions of Elective Deferrals and After-Tax Employee Contributions that were returned to the Employee (together with the income allocable thereto) in order to comply with the Code §415 limitations;

(ii) Excess Deferrals under Code §402(g);

(iii) Excess Contributions and Excess Aggregate Contributions;

(iv) loans that were treated as deemed distributions pursuant to Code §72(p);

(v) dividends paid on applicable employer securities under Code §404(k);

(vi) the costs of current life insurance protection;

(vii) prohibited allocations that were treated as deemed distributions pursuant to §409(p);

(viii) distributions that were permissible withdrawals from an Eligible Automatic Contribution Arrangement within the meaning of Code §414(w); and

(ix) distributions of premiums for accident or health insurance under Treas. Reg. §1.402(a)-1(e)(1)(i).

(3) **Employee certification.** The Plan Administrator could have relied on an Employee's certification that the Employee satisfied the conditions of IA §3.02(a)(1) in determining whether any distribution was a Coronavirus-Related Distribution unless the Plan Administrator had actual knowledge to the contrary. The Plan Administrator had no obligation to inquire into whether an individual had satisfied the conditions for a Coronavirus-Related Distribution.

(4) **Limit on amount of Coronavirus-Related Distributions.** The aggregate amount of Coronavirus-Related Distributions received by an individual for any taxable year (from all plans maintained by the Employer and any member of a controlled group under Code §§414(b), (c), (m) or (o) which included the Employer) could not exceed $100,000.

(5) **Repayment of Coronavirus-Related Distribution.** A Participant who received a Coronavirus-Related Distribution from the Plan may, at any time during the three-year period beginning on the day after the receipt of such distribution, make one or more Rollover Contributions to an Eligible Retirement Plan (including this Plan, if the Participant is otherwise eligible to make Rollover Contributions) in an aggregate amount that does not exceed the amount of such Coronavirus-Related Distribution. In accepting a Rollover Contribution under this IA §3.02(a)(5), the Plan Administrator is entitled to the relief under Q&A-14 of Treas. Reg. §1.401(a)(31)-1. The Plan Administrator in accepting the Rollover Contribution must reasonably conclude that the recontribution is eligible for direct rollover treatment under CARES Act §2202(a)(3). The Plan Administrator may rely on an Employee's certification that the Employee satisfies the conditions for making such a Rollover Contribution unless the Plan Administrator has actual knowledge to the contrary.

(6) **Exemption from certain transfer and withholding rules.** For purposes of the Direct Rollover rules of Code §401(a)(31), the notice requirements of Code §402(f) and withholding rules of Code §3405, a Coronavirus-Related Distribution was not treated as an Eligible Rollover Distribution.

(b) **Special Loan Rules.** As provided under CARES Act §2202(b), the Plan Administrator was authorized (but not required) to revise the applicable loan requirements under the Plan to reflect (1) and/or (2) below. For purposes of this IA §3.02(b), a Qualified Individual means any individual who is described in IA §3.02(a)(1)(ii) above.

(1) **Increased Participant loan limits.** Notwithstanding the Participant loan limitations under the Plan, for purposes of determining the permissible Participant loans for Qualified Individuals made during the 180-day period beginning on March 27, 2020, the loan limit under Code §72(p)(2)(A) could have been applied by substituting "$100,000" for "$50,000" and the adequate security requirement under Code §72(p)(2)(A)(ii) could have been applied using "the Participant's vested Account Balance" rather than "one-half (½) of the Participant's vested Account Balance."

(2) **Delayed loan repayment date.** If a Qualified Individual had an outstanding Participant loan on or after March 27, 2020:

(i) if the due date pursuant to Code §§72(p)(2)(B) or (C) for any repayment with respect to such loan occurred during the period beginning on March 27, 2020 and ending on December 31, 2020, such due date could have been delayed for one year;

(ii) any subsequent repayments with respect to such loan could have been appropriately adjusted to reflect the delay in the due date under IA §3.02(b)(2)(i) above and any interest accrued during such delay; and

(iii) in determining the five-year period and the term of the loan under Code §72(p)(2)(B) and (C), the one-year delay period described in IA §3.02(b)(2)(i) above could have been disregarded.

3.03 Required Minimum Distributions for 2020.

(a) **Temporary waiver of required minimum distribution rules for 2020.** As provided under Code §401(a)(9)(I), added by CARES Act §2203 and effective as of January 1, 2020 (or such later date designated under the Elective Provisions), the applicable required minimum distribution rules of the Plan did not apply for the 2020 calendar year. A Participant or beneficiary who would have been required to receive a required minimum distribution for the 2020 calendar year (or a Participant with a Required Beginning Date of April 1, 2021 who would have received a required minimum distribution in 2021 for the 2020 calendar year) ("2020 RMD"), but for the enactment of Code §401(a)(9)(I), and who would have satisfied that requirement by receiving a distribution that is either (1) equal to the 2020 RMD, or (2) one or more payments (that include the 2020 RMD) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's Designated Beneficiary, or for a period of at least 10 years ("2020 Extended RMD"), may have elected whether to receive the 2020 RMD or the 2020 Extended RMD. If a Participant did not specifically elect to take the 2020 RMD or 2020 Extended RMD from the Plan, such distribution was not made for the 2020 calendar year. The Employer may modify this default rule under the Elective Provisions, provided such modification satisfies the requirements under Code §401(a)(9)(I) and any applicable IRS guidance.

In addition, solely for purposes of applying the Direct Rollover provisions of the Plan, certain additional distributions in 2020, as elected by the Employer under the Elective Provisions, were treated as Eligible Rollover Distributions. If no election is made by the Employer in the Elective Provisions, the Plan offered a Direct Rollover only for distributions that were Eligible Rollover Distributions in the absence of Code §401(a)(9)(I).

If all or any portion of a distribution made during 2020 was treated as an Eligible Rollover Distribution, but would not have been treated as such if the applicable required minimum distribution requirements of the Plan had applied during 2020, such distribution could not be treated as an Eligible Rollover Distribution for purposes of the Direct Rollover rules under Code §401(a)(31), Code §402(f) and Code §3405(c).

(b) **Special rules regarding the temporary waiver of required minimum distribution rules for 2020.** In applying the provisions of the applicable section of the BPD for the 2020 calendar year, the following special rules apply:

(1) The Required Beginning Date with respect to any individual shall be determined without regard to this IA §3.03 for purposes of applying Section 8.12 of the BPD (Section 8 of the Governmental Plan; Section 6.10 of the Owners-Only Plan) for calendar years after 2020;

(2) If Code §401(a)(9)(B)(ii) applies, the five-year period described in such provision was determined without regard to the 2020 calendar year;

(3) If the Plan permitted a Participant or beneficiary to elect whether the 5-year rule or the life expectancy rule applied in determining required minimum distributions and the election period ended in the 2020 calendar year, the Plan Administrator could have extended the election deadline to the end of 2021;

(4) The Plan Administrator and Participants could have applied the transitional relief and special rules under Code §401(a)(9)(I) and IRS Notice 2020-51 relating to the temporary waiver of required minimum distributions for 2020 in any reasonable and consistent manner; and

(5) The Employer may describe any special rules that were applicable to the temporary waiver of the required minimum distribution rules for 2020 under the Elective Provisions, provided such special rules are consistent with CARES Act §2203, Code §401(a)(9)(I) and IRS Notice 2020-51.

ARTICLE IV
AMENDMENT RELATING TO THE CONSOLIDATED APPROPRIATIONS ACT, 2021

4.01 **In General.** On December 27, 2020, the Disaster Tax Relief Act of 2020 and the CRTRA, which were enacted as part of the Consolidated Appropriations Act, 2021, became law. Provisions of the Disaster Tax Relief Act of 2020 and CRTRA may have affected certain Plan provisions. The provisions of the Disaster Tax Relief Act of 2020 and CRTRA are effective as reflected in the provisions under this Article IV. The Plan Administrator administered the provisions of this Article IV consistent with a "good-faith" interpretation of the Disaster Tax Relief Act of 2020 and CRTRA. To the extent this Article IV applies to the Plan, these provisions supersede any inconsistent provisions of the Plan.

4.02 **Special Disaster-Related Rules.** This IA §4.02 incorporates the provisions of the Disaster Tax Relief Act of 2020 §302 relating to special disaster-related rules for retirement plans. The provisions of this IA §4.02 apply only to the extent a distribution or loan was made to a qualified individual as provided under the Disaster Tax Relief Act of 2020 §302. If the Plan did not operationally apply the rules under this IA §4.02, such provisions do not apply to the Plan. The Plan Administrator

documented through administrative procedures (including designating accounts from which special disaster-related distributions and loans could have been taken) or otherwise the manner in which the Plan operationally applied the rules under this IA §4.02. To the extent this IA §4.02 applies to the Plan, these provisions supersede any inconsistent provisions of the Plan or loan program.

(a) **Eligibility for Qualified Disaster Distribution.** If administratively permitted by the Plan Administrator, a Participant could have taken a Qualified Disaster Distribution without regard to any distribution restrictions otherwise applicable under the Plan.

(1) **Definitions.**

(i) **Qualified Disaster Distribution.** A Qualified Disaster Distribution (as defined under the Disaster Tax Relief Act of 2020 §302(a)(4)(A)) is a distribution from the Plan made:

(A) on or after the first day of the Incident Period of a Qualified Disaster and before June 25, 2021: and

(B) to an individual whose principal place of abode at any time during the Incident Period of such Qualified Disaster was located in the Qualified Disaster Area with respect to such Qualified Disaster and who had sustained an economic loss by reason of such Qualified Disaster.

(ii) **Qualified Disaster Area.** A Qualified Disaster Area is any area with respect to which a major disaster was declared, during the period that began on January 1, 2020, and ended on February 25, 2021, by the President under Robert T. Stafford Disaster Relief and Emergency Assistance Act §401 if the Incident Period of the disaster with respect to which such declaration was made began on or after December 28, 2019, and ended on or before December 27, 2020. Such term did not include any area with respect to which such a major disaster had been so declared only by reason of COVID–19.

(iii) **Qualified Disaster.** A Qualified Disaster is, with respect to any Qualified Disaster Area, the disaster by reason of which a major disaster was declared with respect to such area.

(iv) **Incident Period.** An Incident Period is, with respect to any Qualified Disaster, the period specified by the Federal Emergency Management Agency as the period during which such disaster occurred (except that such period shall not be treated as ending after January 26, 2021).

(2) **Limit on amount of Qualified Disaster Distributions.** The aggregate amount of Qualified Disaster Distributions received by an individual for any taxable year (from all plans maintained by the Employer and any member of a controlled group which included the Employer) could not have exceeded the excess (if any) of $100,000, over the aggregate amounts treated as Qualified Disaster Distributions received by such individual for all prior taxable years.

(3) **Qualified Disaster Distributions treated as meeting certain Plan distribution requirements.** A Qualified Disaster Distribution is treated as meeting the requirements of Code §401(k)(2)(B)(i) and, in the case of a money purchase pension plan, a Qualified Disaster Distribution which was an in-service withdrawal is treated as meeting the distribution rules under Code §401(a).

(b) **Repayment of Qualified Disaster Distribution.** As provided under the Disaster Tax Relief Act of 2020 §302(a)(3), a Participant who received a Qualified Disaster Distribution from the Plan or another Eligible Retirement Plan (as defined in Code §402(c)(8)(B)) may, at any time during the three-year period beginning on the day after the receipt of such distribution, make one or more Rollover Contributions to the Plan in an aggregate amount that does not exceed the amount of such Qualified Disaster Distribution. This IA §4.02(b) only applies if the Plan permits Rollover Contributions.

(c) **Recontributions of Withdrawals for Home Purchases.** As provided under the Disaster Tax Relief Act of 2020 §302(b), a Participant who received a Qualified Disaster Distribution may make one or more Rollover Contributions to the Plan during the applicable period in an aggregate amount not to exceed the amount of such Qualified Disaster Distribution. For this purpose, a Qualified Disaster Distribution is any Hardship Distribution which was to be used to purchase or construct a principal residence in a Qualified Disaster Area, but which was not so used on account of the Qualified Disaster with respect to such area, and which was received during the period beginning on the date which is 180 days before the first day of the Incident Period of such Qualified Disaster and ending on the date which is 30 days after the last day of such Incident Period. This IA §4.02(c) only applies if the Plan permits Rollover Contributions.

(d) **Special Loan Rules.** As provided under the Disaster Tax Relief Act of 2020 §302(c), the Plan Administrator could (but was not required to) revise the applicable loan requirements under the Plan to reflect IA §4.02(d)(1) and §4.02(d)(2).

(1) **Increased Participant loan limits.** Notwithstanding the Participant loan limitations under the Plan, for purposes of determining the permissible Participant loans for a Qualified Individual during the 180-day period beginning on December 27, 2020, the loan limit under Code §72(p)(2)(A) could have been applied by substituting "$100,000" for "$50,000" and the adequate security requirement under Code §72(p)(2)(A)(ii) could have been applied using "the Participant's vested Account Balance" rather than "one-half (½) of the Participant's vested Account Balance." A Qualified Individual for this purpose was any Participant whose principal place of abode at any time during the Incident Period of any Qualified Disaster was located in the Qualified Disaster Area with respect to such Qualified Disaster, and who had sustained an economic loss by reason of such Qualified Disaster.

(2) **Delayed loan repayment date.** If a Qualified Individual (as defined in IA §4.02(d)(1) above) had an outstanding Participant loan on or after the first day of the Incident Period of a Qualified Disaster and ending on the date which is 180 days after the last day of the Incident Period:

(i) the due date for repayment of the Participant loan could have been delayed for one year;

(ii) any subsequent repayments with respect to such loan could have been appropriately adjusted to reflect the delay in the due date under IA §4.02(d)(2)(i) and any interest accruing during such delay; and

(iii) in determining the five-year period and the term of the loan under Code §72(p)(2)(B) and (C), the one-year delay period described in IA §4.02(d)(2)(i) could have been disregarded.

4.03 **Temporary Rule Preventing Partial Plan Termination.** Under the Disaster Tax Relief Act of 2020 §209, the Plan was not be treated as having a partial termination (within the meaning of Code §411(d)(3)) during any Plan Year which included the period that began on March 13, 2020, and ended on March 31, 2021, if the number of active Participants covered by the Plan on March 31, 2021 was at least 80% of the number of active Participants covered by the Plan on March 13, 2020. This IA §4.03 does not apply to Governmental Plans or non-electing church plans, which are exempt from the requirements of Code §411. In applying this temporary rule, the following special rules apply:

(a) A reasonable, good-faith interpretation of the term "active participant covered by the plan," applied in a consistent manner, was used when determining the number of active participants covered by a plan on March 13, 2020 and on March 31, 2021.

(b) If any part of the Plan Year fell within the period that began on March 13, 2020, and ended on March 31, 2021, then the temporary rules preventing partial plan termination applied to any partial plan termination determination for that entire plan year. For example, if the Plan had a calendar year Plan Year, the 80% partial termination test under the temporary rule applied to both the January 1 to December 31, 2020 Plan Year and the January 1 to December 31, 2021 Plan Year, because both Plan Years included a part of the statutory determination period of March 13, 2020 to March 31, 2021.

(c) The number of active participants covered by the Plan who were counted on March 31, 2021, included all individuals who were active Participants covered by the Plan on that date, regardless of whether those same individuals were active Participants covered by the Plan on March 13, 2020.

(d) The Plan Administrator could reasonably interpret the application of this IA §4.03 to the Plan.

4.04 **Coronavirus-Related Distributions in Money Purchase Pension Plans and Money Purchase Pension Assets.** Under CRTRA §280, a Coronavirus-Related Distribution as described in IA §3.02, if made from a money purchase pension plan or related assets, and which is an in-service withdrawal, is treated as meeting the distribution rules under Code §401(a). If the Plan Administrator allowed Coronavirus-Related Distributions, the rules under IA §3.02 apply.

ARTICLE V
AMENDMENT RELATING TO THE SECURE ACT, MINERS ACT AND DISASTER TAX RELIEF ACT OF 2019

5.01 **In General.** On December 20, 2019, the Further Consolidated Appropriations Act, 2020, which includes the SECURE Act, the Miners Act and the Disaster Tax Relief Act of 2019 became law. The provisions of these three Acts are effective at various times, as reflected in the provisions under this Article V. The Plan Administrator shall administer the provisions of this Article V consistent with a "good-faith" interpretation of these laws.

5.02 Modification of required minimum distribution rules.

(a) **Increase in age for Required Beginning Date for mandatory distributions.** As provided under Code §401(a)(9)(C)(i)(I) as amended by SECURE Act §114, effective for distributions required to be made after December 31, 2019, with respect to Participants who attain age 70½ after such date, all references to "age 70½" under the applicable required minimum distribution provisions of the Plan are replaced with "age 72." For purposes of determining required minimum distributions for calendar years beginning on or after January 1, 2022 (or such later date as specified in applicable regulations or guidance), the Plan Administrator must apply the provisions of this IA §5.02(a) consistent with proposed Treas. Reg §§1.401(a)(9)-1 through 1.401(a)(9)-9 issued on February 24, 2022 (or subsequent applicable final regulations).

(b) **Modifications of required minimum distribution rules for Designated Beneficiaries.** As provided under Code §401(a)(9)(H) as amended by SECURE Act §401, effective for distributions with respect to Participants who die after December 31, 2019 (or such later effective date applicable to the Plan), the required minimum distribution rules of the Plan must be administered consistent with the following rules as provided under SECURE Act §401. (See IA §5.02(b)(1)(v) for effective date rules applicable to plans maintained pursuant to a collective bargaining agreement and for Governmental Plans.) For purposes of determining required minimum distributions for calendar years beginning on or after January 1, 2022 (or such later date as specified in applicable final regulations or guidance), the Plan Administrator must apply the provisions of this IA §5.02(b) consistent with proposed Treas. Reg §§1.401(a)(9)-1 through 1.401(a)(9)-9 issued on February 24, 2022 (or subsequent applicable final regulations or guidance).

(1) **10-year rule.** As provided under Code §401(a)(9)(H)(i), if a Participant dies before the distribution of the Participant's entire vested Account Balance (regardless of whether the Participant dies before, on or after beginning required minimum distributions under the Plan), the entire vested Account Balance of the Participant will be distributed by the end of the calendar year that includes the 10th anniversary of the date of the Participant's death. This is referred to as the "10-year rule."

(i) **Exception to 10-year rule for Eligible Designated Beneficiaries.** As provided under Code §401(a)(9)(H)(ii) and Code §401(a)(9)(B)(iii), if any portion of the Participant's interest is payable to an Eligible Designated Beneficiary, such portion may be distributed (in accordance with applicable regulations) over the life of such Eligible Designated Beneficiary (or over a period not extending beyond the life expectancy of such Eligible Designated Beneficiary), provided such distribution begins not later than one year after the date of the Participant's death (except as provided under Code §401(a)(9)(B)(iv) relating to a surviving spouse) or such later date as the Secretary of Treasury may prescribe by regulations. This is referred to as the "life expectancy rule." If the conditions of this exception are not satisfied, the 10-year rule under IA §5.02(b)(1) applies.

(ii) **Elective provisions for Eligible Designated Beneficiaries.** Unless the Employer elects otherwise under the Elective Provisions, required minimum distributions under the Plan to an Eligible Designated Beneficiary when the Participant dies prior to the Required Beginning Date shall be made by applying the pre-SECURE Act elections under the Cycle 3 plan document (including the default election if the Employer made no actual elections in the Cycle 3 plan document), except that the 10-year rule under IA §3.02(b)(1) shall be substituted for the pre-SECURE Act 5-year rule as appropriate. For example, if the pre-SECURE Act Plan allowed the Participant or Designated Beneficiary to elect between the life expectancy rule and the 5-year rule prior to the SECURE Act effective date, then the Plan allows the Eligible Designated Beneficiary to elect between the life expectancy rule and the 10-year rule on or after the SECURE Act effective date.

Alternatively, the Employer may elect under the Elective Provisions to (1) apply the life expectancy rule, (2) apply the 10-year rule (including a fixed number of years than less than 10), or (3) allow the Participant or the Eligible Designated Beneficiary to elect whether the 10-year rule or the life expectancy rule applies. If the Participant or Eligible Designated Beneficiary is allowed to elect whether the life expectancy rule or the 10-year rule applies and such Participant or Eligible Designated Beneficiary does not timely make such an election, then the Employer must elect under the Elective Provisions whether the life expectancy rule or the 10-year rule applies.

(A) **Timing of election.** Any Participant or Eligible Designated Beneficiary election permitted under this IA §5.02(b)(1)(ii) must be made no later than the end of the earlier of the calendar year by which distributions must be made in order to satisfy the 10-year rule and the calendar year in which distributions would be required to begin in order to satisfy the requirements of the life expectancy rule or, if applicable, by the time of the permitted delay if the surviving Spouse is the sole beneficiary as provided under Code §401(a)(9)(B)(iv).

(B) **Irrevocable election.** If a Participant or Eligible Designated Beneficiary elects under this IA §5.02(b)(1)(ii) to apply either the 10-year rule or the life expectancy rule, then, as of the last date the election may be made, the election is irrevocable with respect to the Eligible Designated Beneficiary (and all subsequent Designated Beneficiaries) and applies to all subsequent calendar years.

(iii) **Rules upon death of an Eligible Designated Beneficiary.** Generally, if an Eligible Designated Beneficiary dies before the Participant's entire vested Account Balance is distributed, the exception under IA §5.02(b)(1)(i) above shall not apply to any beneficiary of such Eligible Designated Beneficiary and the remainder of such portion shall be distributed by the end of the 10th calendar year following the calendar year of the death of such Eligible Designated Beneficiary.

(iv) **Special rule in case of certain trusts for disabled or chronically ill Eligible Designated Beneficiary.** The Plan may apply the special rules for certain "applicable multi-beneficiary trusts" as described under Code §§401(a)(9)(H)(iv) and (v), as added by SECURE Act §401.

(v) **Special effective date rules.**

(A) **Collective bargaining agreements.** In the case of a Plan maintained pursuant to one or more collective bargaining agreements between employee representatives and one or more Employers that were ratified before December 20, 2019, the amendments to Code §§401(a)(9)(E) and (H) and under this IA §5.02(b) apply to distributions with respect to Employees who die in calendar years beginning after December 31, 2021, or if earlier, the later of: (1) the date on which the last of the collective bargaining agreements terminated (without regard to any extension of the agreement to which the parties agree) on or after December 20, 2019, or (2) December 31, 2019.

(B) **Governmental Plans.** In the case of a Governmental Plan, the amendments to Code §§401(a)(9)(E) and (H) and this IA §5.02(b) apply to distributions with respect to Employees who die after December 31, 2021.

(2) **Definitions for purposes of this IA §5.02(b).**

(i) **Designated Beneficiary.** The term Designated Beneficiary means any individual designated as a beneficiary by the Participant or under the terms of the Plan.

(ii) **Eligible Designated Beneficiary.** The term Eligible Designated Beneficiary means, with respect to any Participant, any Designated Beneficiary who is:

(A) the surviving Spouse of the Participant;

(B) subject to IA §5.02(b)(2)(iii) below, a child of the Participant who has not reached age 21;

(C) disabled (within the meaning of Code §72(m)(7));

(D) a chronically ill individual (within the meaning of Code §7702B(c)(2), except that the requirements of Code §7702B(c)(2)(A)(i) thereof shall only be treated as met if there is a certification that, as of such date, the period of inability described in such subparagraph with respect to the individual is an indefinite one which is reasonably expected to be lengthy in nature);

(E) an individual not described in any of the preceding subclauses who is not more than 10 years younger than the Participant; or

(F) a Designated Beneficiary of a Participant if the Participant died before the effective date of Code §401(a)(9)(H) described in Prop. Treas. Reg. §1.401(a)(9)-1(b)(2)(i) and (ii), whichever applies to the Plan (or as provided under applicable final regulations).

The determination of whether a Designated Beneficiary is an Eligible Designated Beneficiary shall be made as of the date of death of the Participant.

(iii) **Special rules for children.** An individual described in IA §5.02(b)(2)(ii)(B) above shall cease to be an Eligible Designated Beneficiary as of the date the individual reaches age 21 and any remainder of the

portion of the individual's interest to which Code §401(a)(9)(H)(ii) applies shall be distributed under the 10-year rule.

5.03 **Prohibition from making loans through credit cards.** As provided under SECURE Act §108, effective for Participant loans made after December 20, 2019, a Plan may not make any Participant loan through any credit card or any other similar arrangement.

5.04 **Special disaster-related distributions and loans.** This IA §5.04 incorporates the provisions of the Disaster Tax Relief Act of 2019 §202 relating to special disaster-related rules for retirement plans. The provisions of this IA §5.04 apply only to the extent a distribution or loan was made to a qualified individual as provided under the Disaster Tax Relief Act of 2019 §202. If the Plan did not operationally apply the rules under this IA §5.04, such provisions do not apply to the Plan. The Plan Administrator documented through administrative procedures (including designating accounts from which special disaster-related distributions and loans could have been taken) or otherwise the manner in which the Plan operationally applied the rules under this IA §5.04. To the extent this IA §5.04 applies to the Plan, these provisions supersede any inconsistent provisions of the Plan or loan program.

(a) **Eligibility for a Qualified Disaster Distribution.** If administratively permitted by the Plan Administrator, a Participant could have taken a Qualified Disaster Distribution without regard to any distribution restrictions otherwise applicable under the Plan.

(1) **Definitions.**

(i) **Qualified Disaster Distribution.** A Qualified Disaster Distribution (as defined under the Disaster Tax Relief Act of 2019 §202(a)(4)(A)) is a distribution from the Plan made:

(A) on or after the first day of the Incident Period of a Qualified Disaster and before June 17, 2020; and

(B) to an individual whose principal place of abode at any time during the Incident Period of such Qualified Disaster was located in the Qualified Disaster Area with respect to such Qualified Disaster and who had sustained an economic loss by reason of such Qualified Disaster.

(ii) **Qualified Disaster Area.** A Qualified Disaster Area is any area with respect to which a major disaster was declared, during the period that began on January 1, 2018, and ended on February 18, 2020, by the President under Robert T. Stafford Disaster Relief and Emergency Assistance Act §401 if the Incident Period of the disaster with respect to which such declaration was made began on or before December 20, 2019. Such term did not include the California wildfire disaster (as defined in §20101 of subdivision 2 of division B of the Bipartisan Budget Act of 2018).

(iii) **Qualified Disaster.** A Qualified Disaster is, with respect to any Qualified Disaster Area, the disaster by reason for which a major disaster was declared with respect to such area.

(iv) **Incident Period.** An Incident Period is, with respect to any Qualified Disaster, the period specified by the Federal Emergency Management Agency as the period during which such disaster occurred (except that such period shall not be treated as ending after January 19, 2020).

(2) **Limit on amount of Qualified Disaster Distributions.** The aggregate amount of Qualified Disaster Distributions received by an individual for any taxable year (from all plans maintained by the Employer and any member of a controlled group which included the Employer) could not have exceeded the excess (if any) of $100,000, over the aggregate amounts treated as Qualified Disaster Distributions received by such individual for all prior taxable years. This limitation was applied separately with respect to distributions made due to each Qualified Disaster.

(3) **Qualified Disaster Distributions treated as meeting certain Plan distribution requirements.** A Qualified Disaster Distribution under the Plan is treated as meeting the requirements of Code §401(k)(2)(B)(i).

(b) **Repayment of a Qualified Disaster Distribution.** As provided under the Disaster Tax Relief Act of 2019 §202(a)(3), a Participant who received a Qualified Disaster Distribution from the Plan or another Eligible Retirement Plan (as defined in Code §402(c)(8)(B)) may, at any time during the three-year period beginning on the day after the receipt of such distribution, make one or more Rollover Contributions to the Plan in an aggregate amount that does not exceed the amount of such Qualified Disaster Distribution. This IA §5.04(b) only applies if the Plan permits Rollover Contributions.

(c) **Recontributions of Withdrawals for Home Purchases.** As provided under the Disaster Tax Relief Act of 2019 §202(b), a Participant who received a Qualified Disaster Distribution may make one or more Rollover Contributions to the Plan during the applicable period in an aggregate amount not to exceed the amount of such Qualified Disaster Distribution. For this purpose, a Qualified Disaster Distribution is any Hardship Distribution which (1) was to be used to purchase or construct a principal residence in a Qualified Disaster Area, but was not so used on account of the Qualified Disaster with respect to such area, and (2) was received during the period beginning on the date which is 180 days before the first day of the Incident Period of such Qualified Disaster and ending on the date which is 30 days after the last day of such Incident Period. This IA §5.04(c) only applies if the Plan permits Rollover Contributions.

(d) **Special Loan Rules.** As provided under the Disaster Tax Relief Act of 2019 §202(c), the Plan Administrator could (but was not required to) revise the applicable loan requirements under the Plan to reflect IA §5.04(d)(1) and/or IA §5.04(d)(2).

(1) **Increased Participant loan limits.** Notwithstanding the Participant loan limitations under the Plan, for purposes of determining the permissible Participant loans for a Qualified Individual during the 180-day period beginning on December 20, 2019, the loan limit under Code §72(p)(2)(A) could have been applied by substituting "$100,000" for "$50,000" and the adequate security requirement under Code §72(p)(2)(A)(ii) could have been applied using "the Participant's vested Account Balance" rather than "one-half (½) of the Participant's vested Account Balance." A Qualified Individual for this purpose was any Participant whose principal place of abode at any time during the Incident Period of any Qualified Disaster was located in the Qualified Disaster Area with respect to such Qualified Disaster, and who had sustained an economic loss by reason of such Qualified Disaster.

(2) **Delayed loan repayment date.** If a Qualified Individual (as defined in IA §5.04(d)(1)) had an outstanding Participant loan on or after the first day of the Incident Period of a Qualified Disaster and that ended on the date which was 180 days after the last day of the Incident Period:

(i) the due date for repayment of the Participant loan could have been delayed for one year;

(ii) any subsequent repayments with respect to such loan could have been appropriately adjusted to reflect the delay in the due date under IA §5.04(d)(2)(i) and any interest accruing during such delay; and

(iii) in determining the five-year period and the term of the loan under Code §§72(p)(2)(B) and (C), the one-year delay period described in §5.04(d)(2)(i) could have been disregarded.

5.05 **Elimination of notice requirement for nonelective Safe Harbor 401(k) Plans.** As provided under SECURE Act §103(a) and consistent with IRS Notice 2020-86, effective for Plan Years beginning after December 31, 2019, the annual safe harbor notice requirements of the Plan do not apply to a Safe Harbor 401(k) Plan that satisfies the requirements of Code §401(k)(12) by providing Traditional Safe Harbor Employer Contributions (as defined under Section 1.144 of the BPD) or the requirements of Code §401(k)(13) by providing QACA Safe Harbor Employer Contributions (as defined under Section 1.109). However, a Safe Harbor 401(k) Plan must provide each Eligible Employee with an effective opportunity to make or change an election to make Salary Deferrals at least once each Plan Year.

(a) **Special rules applicable to the elimination of the notice requirement if the Plan provides for Traditional Safe Harbor Employer Contributions.** If the Plan provides for Traditional Safe Harbor Employer Contributions, the following special rules apply:

(1) If the Plan intends to satisfy the deemed compliance with the ACP test rules under Section 6.04(i) of the BPD and Code §401(m)(11)(A), the Plan must continue to satisfy the annual notice requirements under Section 6.04(a)(4) of the BPD. However, if the Plan does not intend to satisfy the deemed compliance with the ACP test rules (and thus performs the ACP test), then the annual notice requirements under Section 6.04(a)(4) of the BPD do not apply.

(2) All other applicable notice requirements under the Plan continue to apply;

(3) The notice requirements under Treas. Reg. §§1.401(k)-3(g)(1)(ii)(A)(2) and 1.401(m)-3(h)(1)(ii)(A)(2) relating to the possible mid-year reduction or suspension of Traditional Safe Harbor Employer Contributions continue to apply;

(4) If the Plan adopts an amendment to reduce or suspend Traditional Safe Harbor Employer Contributions during a Plan Year and later readopts an amendment to provide the Traditional Safe Harbor Employer Contributions for the entirety of such Plan Year, the Plan is not required to satisfy the ADP test or the ACP test (as applicable) for the Plan Year and is not subject to the top-heavy rules under Code §416 for such Plan Year; and

(5) The contingent and supplemental notice requirements under the retroactive plans amendment requirements of Code §401(k)(12)(F) and as discussed under Section 6.04(a)(4)(iii) do not apply, unless the Plan intends to qualify as a safe harbor design as set forth under Code §401(m)(11) (i.e., deemed compliance with the ACP test).

(b) **Special rules applicable to the elimination of the notice requirement if the Plan provides for QACA Safe Harbor Employer Contributions.** If the Plan provides for QACA Safe Harbor Employer Contributions, the following special rules apply:

(1) Even if the Plan intends to satisfy the deemed compliance with the ACP test rules under Section 6.04(i) of the BPD and Code §401(m)(11)(A), the Plan is not required to satisfy the annual notice requirements under Section 6.04(b)(5) of the BPD. If the Plan does not intend to satisfy the deemed compliance with the ACP test rules (and thus performs the ACP test), then the annual notice requirements under Section 6.04(a)(4) of the BPD do not apply.

(2) All other applicable notice requirements under the Plan continue to apply.

(3) The notice requirements under Treas. Reg. §§1.401(k)-3(g)(1)(ii)(A)(2) and 1.401(m)-3(h)(1)(ii)(A)(2) relating to the possible mid-year reduction or suspension of QACA Safe Harbor Employer Contributions continue to apply.

(4) If the Plan adopts an amendment to reduce or suspend QACA Safe Harbor Employer Contributions during a Plan Year and later readopts an amendment to provide the QACA Safe Harbor Employer Contributions for the entirety of such Plan Year, the Plan is not required to satisfy the ADP test or the ACP test (as applicable) for the Plan Year and is not subject to the top-heavy rules under Code §416 for such Plan Year.

(5) The contingent and supplemental notice requirements under the retroactive plans amendment rules of Treas. Reg. §1.401(k)-3(f) do not apply.

5.06 **Delay in adopting provisions for nonelective Safe Harbor 401(k) Plan as provided under SECURE Act §§103(b) and (c).**

(a) **Amendment into a 3% nonelective Safe Harbor 401(k) Plan.** Effective for Plan Years beginning after December 31, 2019, an Employer may amend the Plan at any time before the 30th day before the close of the Plan Year to satisfy the requirements of a Safe Harbor 401(k) Plan by making a Traditional Safe Harbor Employer Contribution of at least 3% of Plan Compensation or a QACA Safe Harbor Employer Contribution of at least 3% of Plan Compensation, as applicable. The Employer may designate the percentage of Plan Compensation and the Plan Year for which the Plan is intended to be a Safe Harbor 401(k) Plan under the Elective Provisions.

(b) **Amendment into a 4% nonelective Safe Harbor 401(k) Plan.** Effective for Plan Years beginning after December 31, 2019, an Employer may amend the Plan to satisfy the requirements of a Safe Harbor 401(k) Plan by making Traditional Safe Harbor Employer Contributions or QACA Safe Harbor Employer Contributions, as applicable, after the 30th day before the close of the Plan Year if (1) the Plan is amended to provide for a Traditional Safe Harbor Employer Contribution of at least 4% of Plan Compensation or a QACA Safe Harbor Employer Contribution of at least 4% of Plan Compensation, as applicable for all Eligible Employees for that Plan Year and (2) the Plan is amended no later than the last day for distributing Excess Contributions for the Plan Year. The Employer may designate the percentage of Plan Compensation and the Plan Year for which the Plan is intended to be a Safe Harbor 401(k) Plan under the Elective Provisions.

5.07 **Portability of lifetime income options.** Effective for Plan Years beginning after December 31, 2019 and as provided under Code §401(a)(38), the Plan may allow a Qualified Distribution of a Lifetime Income Investment and a distribution of a Lifetime Income Investment in the form of a Qualified Plan Distribution Annuity Contract, provided such distribution is made within the 90-day period ending on the date when the Lifetime Income Investment is no longer authorized to be held as an investment option under the Plan. The Plan Administrator may administratively apply the rules of Code §401(a)(38) to any applicable Plan investment meeting the definition of a Lifetime Income Investment. The Plan Administrator will separately document the manner of application of rules under this IA §5.07 and apply the rules in a consistent and nondiscriminatory manner.

(a) **Definitions.**

(1) **Qualified Distribution.** A Qualified Distribution is a direct trustee-to-trustee transfer to another Eligible Retirement Plan.

(2) **Lifetime Income Investment.** A Lifetime Income Investment is an investment option designed to provide an Employee with election rights that (1) are not uniformly available with respect to other investment options under the Plan; and (2) are rights to a Lifetime Income Feature available through a contract or other arrangement offered under the Plan, as defined under Code §401(a)(38)(B)(ii). The Plan Administrator will determine whether an investment option under the Plan is a Lifetime Income Investment.

(3) **Lifetime Income Feature.** A Lifetime Income Feature is (1) a feature that guarantees a minimum level of income annually (or more frequently) for at least the remainder of the life of the Employee or the joint lives of the Employee and the Employee's Designated Beneficiary, or (2) an annuity payable on behalf of the Employee under which payments are made in substantially equal periodic payments (not less frequently than annually) over the life of the Employee or the joint lives of the Employee and the Employee's Designated Beneficiary, as defined under Code §401(a)(38)(B)(iii).

(4) **Qualified Plan Distribution Annuity Contract.** A Qualified Plan Distribution Annuity Contract is an annuity contract purchased for a Participant and distributed to the Participant by the Plan, as defined under Code §401(a)(38)(B)(iv).

(b) **Restrictions on in-service distributions.** Effective no earlier than for Plan Years beginning after December 31, 2019, to the extent that the Plan Administrator applies the rules under subparagraph (a) above, the Plan does not violate the in-service distribution restrictions relating to Salary Deferrals, QNECs, QMACs, and Traditional Safe Harbor/QACA Safe Harbor Contributions described under the applicable section of the Plan.

5.08 **Qualified Birth or Adoption Distributions ("QBADs").** As provided for under SECURE Act §113, effective no earlier than for Plan Years beginning after December 31, 2019, if elected under the Elective Provisions, the permissible distribution events may include QBADs. The Employer may restrict in a nondiscriminatory manner the availability of QBADs to terminated Participants or certain active Participants under the Elective Provisions. If the Plan is a money purchase pension plan, a Participant may not receive a QBAD prior to the earlier of the attainment of Normal Retirement Age or age 59½. If the Plan holds assets transferred from a money purchase pension plan, a Participant may not receive a QBAD with respect to such assets prior to the earlier of the attainment of Normal Retirement Age or age 59½. The Plan Administrator may use the guidance provided under IRS Notice 2020-68 in applying the rules under this IA §5.08.

(a) **Definitions.**

(1) **Qualified Birth or Adoption Distribution ("QBAD").** A QBAD (as defined under Code §72(t)(2)(H)(iii)(I)) is a distribution from the Plan to a Participant made during the one-year period beginning on the date on which a child of the Participant is born or on which the legal adoption by the individual of an Eligible Adoptee is finalized.

(2) **Eligible Adoptee.** An Eligible Adoptee (as defined under Code §72(t)(2)(H)(iii)(II)) is any individual (other than a child of the Participant's spouse) who has not attained age 18 or is physically or mentally incapable of self-support. The determination of whether an individual is physically or mentally incapable of self-support is made in the same manner as the determination of whether an individual is disabled under Code §72(m)(7), which defines when an individual is disabled for purposes of the exception to the 10% additional tax under Code §72(t)(2)(A)(iii).

(b) **$5,000 limitation.** The Plan is not treated as violating any Code requirement merely because it treats a distribution (that would otherwise be a QBAD) to an individual as a QBAD, provided the aggregate amount of such distributions to that Participant from all plans maintained by the Employer does not exceed $5,000.

(1) Each parent may receive a QBAD of up to $5,000 with respect to the same child or Eligible Adoptee.

(2) An individual is permitted to receive a QBAD with respect to the birth of more than one child or the adoption of more than one Eligible Adoptee if the distributions are made during the one-year period following the date on which the children are born or the legal adoption for the Eligible Adoptees is finalized.

(c) **Recontributions to applicable Eligible Retirement Plans.** Any portion of a QBAD may, at any time after the date on which the distribution was received, be recontributed to an applicable Eligible Retirement Plan to which an Eligible Rollover Distribution can be made. If the Employer adds the ability for Plan Participants to receive QBADs to the Plan, a Participant who has received a QBAD may recontribute, up to the amount that was distributed from the Plan to the Participant, provided the Participant otherwise is eligible to make Rollover Contributions to the Plan at the time the Participant wishes to recontribute the QBAD. In the case of a recontribution made with respect to a QBAD from an applicable Eligible Retirement Plan other than an IRA, an individual is treated as having received the distribution

as an Eligible Rollover Distribution (as defined in Code §402(c)(4)) and as having transferred the amount to an applicable Eligible Retirement Plan in a direct trustee-to-trustee transfer within 60 days of the distribution.

(d) **Other applicable rules.** The following rules apply to QBADs:

(1) A distribution to an individual will not be treated as a QBAD with respect to any child or Eligible Adoptee unless the individual includes the name, age, and the Taxpayer Identification Number (TIN) of the child or Eligible Adoptee on the individual's tax return;

(2) A QBAD is includible in gross income, but it is not subject to the 10% additional tax under Code §72(t)(1);

(3) In making a determination whether an individual is eligible for a QBAD, the Employer or Plan Administrator is permitted to rely on reasonable representations from the individual, unless the Employer or Plan Administrator has actual knowledge to the contrary; and

(4) A QBAD is not treated as an Eligible Rollover Distribution for purposes of the direct rollover rules of Code §401(a)(31), the notice requirement under Code §402(f), and the mandatory withholding rules under Code §3405.

5.09 **Increase of cap for QACA Safe Harbor 401(k) Plan.** As provided for under SECURE Act §102, effective for Plan Years beginning after December 31, 2019 and as elected under the Elective Provisions, the Employer may increase the limitation on the default rates under a QACA Safe Harbor 401(k) Plan up to 15% after the initial period that a Participant's deemed election applies. The automatic deferral percentage in a QACA Safe Harbor 401(k) Plan may not exceed 10% during the initial period. The initial period begins when the Employee first begins making automatic deferrals under the QACA Safe Harbor 401(k) Plan and ends on the last day of the following Plan Year, unless otherwise indicated in the Adoption Agreement.

5.10 **Including Difficulty of Care Payments in Total Compensation.** Effective for Plan Years beginning after December 31, 2015, as provided under Code §415(c)(8) the following paragraph (f) is added to the definition of Total Compensation in Section 1.142 of the BPD (Section 1.94 of the Governmental Plan):

"(f) **Special rules for difficulty of care payments.** In the case of a Participant who for a taxable year excludes from gross income under Code §131 a qualified foster care payment which is a difficulty of care payment, the Participant's Total Compensation shall be increased by the amount of the excludable difficulty of care payments made by the Employer. Any contribution that is allowable due to such increase shall be treated as an After-Tax Employee Contribution and shall not cause the Plan to be treated as failing applicable plan qualification requirements under Code §401(a)."

5.11 **In-service Distributions for Money Purchase Pension Plans and Transferred Pension Assets.** Effective for Plan Years beginning after December 31, 2019, if the Plan is a money purchase pension plan, the Employer may allow in-service distributions from the Plan upon the attainment of age 59½, if elected under the Elective Provisions. If the Plan holds assets transferred from a money purchase plan, the Employer may allow in-service distributions of amounts attributable to such transferred assets upon the attainment of age 59½ as provided for under Miners Act §104.

5.12 **Participation of Long-Term Part-Time Employees in 401(k) Plan.** As provided for under SECURE Act §112, effective for Plan Years beginning after December 31, 2020 (except that 12-month periods beginning before January 1, 2021 shall not be taken into account for purposes of determining an Employee's eligibility to participate under Code §401(k)(2)(D)(ii)), a cash or deferred arrangement may not require as a condition of participation in the arrangement, an Employee to complete a period of service with the Employer that extends beyond the close of the earlier of: (i) the period permitted under Code §410(a)(1) (disregarding Code §410(a)(1)(B)(i)); or (ii) subject to Code §401(k)(15), the first period of three consecutive 12-month periods (i.e., Eligibility Computation Periods) during each of which the Employee has completed at least 500 Hours of Service. Employees who must participate in the Plan under this IA §5.12 are referred to as "Long-Term Part-Time ("LTPT") Employees."

(a) **Special rules.** The following special rules for determining participation of LTPT Employees under the requirements under this IA §5.12 apply:

(1) **Age requirement must be met.** The participation requirement under this IA §5.12 does not apply to an Employee unless the Employee has attained age 21 by the close of the three consecutive 12-month periods;

(2) **Nondiscrimination rules.** In the case of LTPT Employees who are eligible to participate in the arrangement solely by reason of Code §401(k)(2)(D)(ii), notwithstanding the requirements of Code §401(a)(4), an Employer shall not be required to make Employer Contributions or Matching Contributions on behalf of such Employees even if such contributions are made on behalf of other Employees eligible to participate in the arrangement. In addition, an Employer may elect to exclude such LTPT Employees from the application of the

requirements of Code §401(a)(4), Code §401(k)(3), Code §401(k)(12), Code §401(k)(13), Code §401(m)(2), and Code §410(b);

(3) **Top-heavy rules**. An Employer may elect to exclude all LTPT Employees who are eligible to participate in the Plan solely by reason of Code §401(k)(2)(D)(ii) from the application of the vesting and benefit requirements under the top-heavy rules of Code §§416(b) and (c);

(4) **Vesting.** For purposes of determining whether an LTPT Employee who is eligible to participate in the Plan solely by reason of Code §401(k)(2)(D)(ii) has a nonforfeitable right to Employer Contributions or Matching Contributions (if the Plan provides such LTPT Employees with Employer Contributions or Matching Contributions), each 12-month period (i.e., Vesting Computation Period) for which the Employee has at least 500 Hours of Service shall be treated as a Year of Service, and Code §411(a)(6) shall be applied by substituting 'at least 500 Hours of Service' for 'more than 500 hours of service' in Code §411(a)(6)(A). Subject to guidance by the Internal Revenue Service, all Years of Service with the Employer must be taken into account in determining an Employee's vesting rights under the Plan, including periods before January 1, 2021;

(5) **Employees who become full-time Employees.** The special rules under subparagraphs (2) and (3) above shall cease to apply to any LTPT Employee as of the first Plan Year beginning after the Plan Year in which the Employee meets the requirements of Code §410(a)(1)(A)(ii) without regard to Code §401(k)(2)(D)(ii);

(6) **Exception for Collectively Bargained Employees.** The rules under this IA §5.12 do not apply to Collectively Bargained Employees as described in Code §410(b)(3); and

(7) **Time of participation.** The rules of Code §410(a)(4) relating to the timing of entry into the Plan apply to an Employee eligible to participate in the Plan solely by reason of Code §401(k)(2)(D)(ii). In no event will a LTPT Employee's entry into the Plan exceed the maximum delay in participation specified in Code §410(a)(4).

(b) **IRS guidance.** To the extent that the IRS issues guidance with respect to the requirements of this IA §5.12, the Employer or Plan Administrator may administer the Plan consistent with such guidance. Until such guidance is issued, the Plan Administrator may apply the requirements of this IA §5.12 consistent with a "good-faith" interpretation of SECURE Act §112.

5.13 **Plan adopted by filing due date.** As provided for under SECURE Act §201, effective for Plans adopted for taxable years beginning after December 31, 2019, if the Employer adopts the Plan after the close of a taxable year but before the time prescribed by law for filing the return of the Employer for the taxable year (including extensions thereof), the Employer may elect to treat the Plan as having been adopted as of the last day of the taxable year.

5.14 **Multiple Employer Plans – application of qualification requirements.** As provided under SECURE Act §101 and Code §413(e)(1), a defined contribution Multiple Employer Plan, except as provided under Code §413(e)(2) as reflected in IA §5.14(a) below, that (A) is maintained by Employers (including Participating Employers), which have a common interest other than having adopted the Plan or, in the case of a Plan not described in (A), has a Pooled Plan Provider (as defined in Code §413(e)(3)) then the Plan shall not be treated as failing to meet the requirements under Code §401(a) applicable to the Plan, merely because one or more Participating Employers of Employees covered by the Plan fail to take such actions as are required of such Participating Employers for the Plan to meet such requirements.

(a) **Limitations.** In applying this IA §5.14, in the case of any Participating Employer in the Plan failing to take the actions required of such Participating Employer for the Plan to meet the requirements under §401(a) applicable to the Plan:

(1) the assets of the Plan attributable to Employees of such Participating Employer (or beneficiaries of such Employees) will be transferred to a plan maintained only by such Participating Employer (or its successor), to an Eligible Retirement Plan for each individual whose account is transferred, or to any other arrangement that the Secretary of the Treasury determines is appropriate, unless the Secretary of the Treasury determines it is in the best interests of the Employees of such Employer (and the beneficiaries of such Employees) to retain the assets in the Plan; and

(2) such Participating Employer (and not the Plan with respect to which the failure occurred or any other Participating Employer in such Plan) shall, except to the extent provided by the Secretary of the Treasury, be liable for any liabilities with respect to such Plan attributable to Employees of such Participating Employer (or beneficiaries of such Employees).

(b) **"Good faith" interpretation.** The Lead Employer (or Pooled Plan Provider) and Plan Administrator may apply a "good-faith" interpretation of the rules under this IA §5.14. In determining a good-faith interpretation, the Lead

Employer (or Pooled Plan Provider) and Plan Administrator may use Proposed Regulation §1.413-2 issued on March 28, 2022 as a guide for such interpretation. Additionally, the Lead Employer (or Pooled Plan Provider) may add clarifying provisions under IA Elective Provisions #9 – Special Provisions or in a separate addendum to the Plan relating to this IA §5.14. The Employer and Plan Administrator also may develop separate written administrative procedures relating to this §5.14.

ARTICLE VI
PRE-APPROVED DEFINED CONTRIBUTION PLAN
CARES/SECURE ACTS INTERIM AMENDMENT
ELECTIVE PROVISIONS

These Elective Provisions provide for elections related to the CARES/SECURE Acts Interim Amendment. The adopting Employer should make any appropriate elections below.

CS-1. TEMPORARY WAIVER OF REQUIRED MINIMUM DISTRIBUTIONS FOR 2020 (See IA §3.03)

[***Note:*** *Do not complete these Elective Provisions if the Plan was not in existence during 2020 or if the temporary waiver otherwise did not apply to the Plan.*]

(a) **Default if Participant fails to elect.** For purposes of applying the required minimum distribution rules for the 2020 calendar year, effective January 1, 2020 (or such later date as designated below), a Participant (including an Alternate Payee or beneficiary of a deceased Participant) who was eligible to receive a required minimum distribution for the 2020 calendar year could elect whether to receive the 2020 RMD or 2020 Extended RMD (as defined in IA §3.03). If a Participant did not specifically elect to take the 2020 RMD or 2020 Extended RMD from the Plan, such distribution was not made for the 2020 calendar year. The Employer may modify this default rule below, provided such modification satisfies the requirements under Code §401(a)(9)(I) and any applicable IRS guidance.

☐ (1) **2020 RMDs and 2020 Extended RMDs were made.** 2020 RMDs and 2020 Extended RMDs were made to Participants who were otherwise required to receive a required minimum distribution for the 2020 calendar year, unless the Participant elected to not receive such distribution.

☒ **(2)** **2020 RMDs were not made, but 2020 Extended RMDs were made.** 2020 RMDs were not made for the 2020 calendar year, but 2020 Extended RMDs were made for the 2020 calendar year, unless the Participant elected otherwise.

☐ **(3)** **2020 RMDs were made, but 2020 Extended RMDs were not made.** 2020 RMDs were made for the 2020 calendar year, but 2020 Extended RMDs were not made for the 2020 calendar year, unless the Participant elected otherwise.

(4) **Direct Rollovers.** Unless elected otherwise below, the Plan offered a Direct Rollover only for distributions that were Eligible Rollover Distributions in the absence of Code §401(a)(9)(I).

Instead of the default above, the following were treated as Eligible Rollover Distributions in 2020:

☐ **(i)** 2020 RMDs

☐ **(ii)** 2020 RMDs and 2020 Extended RMDs

☐ (iii) 2020 RMDs, but only if paid with an additional amount that is an Eligible Rollover Distribution without regard to Code §401(a)(9)(I)

☐ **(iv)** Describe: _____

☐ **(5)** **Describe other modifications of the default participant election rules:** _____

_____

☐ **(6)** **Effective date.** Instead of January 1, 2020, the effective date of the amendment providing for a choice of whether a Participant or beneficiary could receive 2020 RMDs was effective: _____

_____

☐ **(b)** **Describe any special rules, including any special effective dates, the Plan applied to required minimum distributions for 2020:** _____

CS-2. REQUIRED MINIMUM DISTRIBUTION ELECTIONS (IA §5.02(b)(1)(ii)). Effective for distributions with respect to Participants who die after December 31, 2019 (or such later effective date applicable to the Plan. See IA §5.02(b)(1)(v)) and

before the applicable Required Beginning Date, the Plan's Cycle 3 elections with regard to required minimum distributions continue to apply to **Eligible Designated Beneficiaries**, except that the 10-year rule will be substituted for the 5-year rule, as appropriate. In addition, the Cycle 3 default applicable to a Participant or Designated Beneficiary who fails to make an election continues to apply. **To override this default provision, complete (a) and/or (b) below.**

☐ **(a)** **Application of life expectancy and 10-year rules to Eligible Designated Beneficiaries.** Instead of the default, the Plan will apply the following rule:

☐ **(1)** Effective _____, the life expectancy rule applies to all Eligible Designated Beneficiaries.

☐ **(2)** Effective _____, the 10-year rule applies to all Eligible Designated Beneficiaries.

☐ (3) Effective _____, the entire interest of an Eligible Designated Beneficiary will be distributed by the end of the _____ calendar year [may not be greater than 9th] following the year the Participant dies.

☐ **(4)** Effective _____, the Participant or Eligible Designated Beneficiary may elect to apply either the 10-year rule or the life expectancy rule to determine the required minimum distributions when the Participant dies before his/her Required Beginning Date. If no election is timely made:

☐ **(i)** the life expectancy rule applies.

☐ **(ii)** the 10-year rule applies.

☐ **(iii)** the 10-year rule, reduced to _____ years applies.

☐ (5) Describe the manner (including effective date) in which the 10-year rule and life expectancy rule apply to Eligible Designated Beneficiaries: _____

☐ **(b)** **Special rules.** Describe any special rules that apply for purposes of the required minimum distribution rules under Code §401(a)(9): _____

[***Note:*** *Any special rules for determining required minimum distributions for calendar years beginning on or after January 1, 2022 (or such later date as specified in applicable regulations or guidance) must comply with proposed Treas. Reg §§1.401(a)(9)-1 through 1.401(a)(9)-9 issued on February 24, 2022 (or subsequent applicable final regulations).*]

CS-3. DELAYED ADOPTION OF SAFE HARBOR 401(k) PLAN (IA §5.06)

(a) **Amendment into a 3% nonelective Safe Harbor 401(k) Plan accounts (See IA §5.06(a)).** Unless an election is made below, the Plan is not amended and the current Plan provisions will continue to apply. [Do not complete if Plan will not provide for a Safe Harbor contribution.]

☐ **(1)** The Plan is amended to add a ___% [insert amount of at least 3%] Traditional Safe Harbor 401(k) Plan Employer Contribution, effective for the _____ [insert applicable Plan Year] Plan Year. The elected percentage will continue to apply for future Plan Years, unless otherwise provided in CS-3(a)(3) or by a subsequent Plan amendment.

☐ **(2)** The Plan is amended to add a ___% [insert amount of at least 3%] QACA Safe Harbor 401(k) Plan Employer Contribution, effective for the _____ [insert applicable Plan Year] Plan Year. The elected percentage will continue to apply for future Plan Years, unless otherwise provided in CS-3(a)(3) or by a subsequent Plan amendment.

☐ **(3)** Describe any special provisions applicable to the adoption of a 3% nonelective Safe Harbor 401(k) Plan: _____

(b) **Amendment into a 4% nonelective Safe Harbor 401(k) Plan accounts See IA §5.06(b).** Unless an election is made below, the Plan is not amended and the current Plan provisions will continue to apply.

☐ **(1)** The Plan is amended to add a ___% [insert amount of at least 4%] Traditional Safe Harbor 401(k) Plan Employer Contribution, effective for the _____ [insert applicable Plan Year] Plan Year. The elected percentage will continue to apply for future Plan Years, unless otherwise provided in CS-3(b)(3) or by a subsequent Plan amendment.

☐ **(2)** The Plan is amended to add a ___% [insert amount of at least 4%] QACA Safe Harbor 401(k) Plan Employer Contribution, effective for the _____ [insert applicable Plan Year] Plan Year. The elected percentage will continue to apply for future Plan Years, unless otherwise provided in CS-3(b)(3) or by a subsequent Plan amendment.

☐ **(3)** For Plan Years following the effective date stated under CS-3(b)(1) or CS-3(b)(2), the Safe Harbor Employer Contribution will be _____% [insert amount of at least 3%].

☐ **(4)** Describe any special provisions applicable to the adoption of a 4% nonelective Safe Harbor 401(k) Plan: _

CS-4. QUALIFIED BIRTH OR ADOPTION DISTRIBUTIONS ("QBADs"). (See IA §5.08)

Unless an election is made below, the Plan does not allow for QBADs.

☐ **(a)** Qualified Birth or Adoption Distributions are available from the following sources to Plan Participants as of _____ [insert date no earlier than the first day of the Plan Year beginning after December 31, 2019]: [***Note:*** *May be checked even if no in-service distributions are otherwise permitted under the Plan.*]

☐ **(1)** All available sources

☐ **(2)** Pre-Tax Deferral Account

☐ **(3)** Roth Deferral Account (including In-Plan Roth Conversion Account)

☐ **(4)** Matching Contribution Account

☐ **(5)** QMAC and/or QNEC Accounts

☐ **(6)** Employer Contribution Account

☐ **(7)** Safe Harbor Contribution Account(s)

☐ **(8)** Rollover Contribution Account

☐ **(9)** After-Tax Employee Contribution Account

☐ **(10)** Transfer Account

☐ **(11)** Describe available sources: _____

(b) If CS-4(a) is elected, QBADs are available to all Participants who have the applicable Account(s), unless otherwise indicated below.

☐ **(1)** QBADs are not available to terminated Participants.

☐ **(2)** QBADs will only be permitted if the Participant is 100% vested in the source from which the withdrawal is taken.

☐ **(3)** Describe the Participants who may receive QBADs: _____

_____

☐ **(c)** Describe any special rules related to QBADs: _____

_____

CS-5. INCREASE OF CAP FOR QACA SAFE HARBOR 401(k) PLAN. (See IA §5.09)

Unless an election is made below, the Employer does not elect to increase the cap for its QACA Safe Harbor 401(k) Plan. [Do not complete if plan does not provide for a QACA Safe Harbor contribution.]

☐ **(a)** The cap on the automatic increase of the automatic deferral amount as specified under AA §6C-3(c)(2)(ii) is increased to _____ % [insert number greater than 10, not more than 15], effective as of _____ [insert date no earlier than the first day of the Plan Year beginning after December 31, 2019].

☐ **(b)** Describe any special rules related to the increase of cap for QACA Safe Harbor 401(k) Plan: _____

CS-6. IN-SERVICE DISTRIBUTIONS FOR MONEY PURCHASE PENSION PLAN OR TRANSFERRED ASSETS. (See IA §5.11)

Age 59 ½ in-service distributions. Unless an election is made below, the Employer does not elect to change the Plan's in-service distribution options under AA §10-1 of its money purchase pension plan (or with respect to assets transferred from a money purchase plan).

☐ **(a)** Effective _____ [insert date no earlier than the first day of the Plan Year beginning after December 31, 2019], a Participant may withdraw all or any portion of his/her vested Account Balance, upon the attainment of age _____ [may not be earlier than age 59 ½].

☐ **(b)** Describe any special rules related to the in-service distributions: _____

_____

CS-7. LONG-TERM PART-TIME EMPLOYEES ("LTPT Employees"). (See IA §5.12)

LTPT Employees will participate under the Plan, as of the appropriate effective date, as required under IA §5.12. The Employer may make elections in the Adoption Agreement consistent with the requirements of IA §5.12. In addition, the Employer may describe any provisions relating to the participation of LTPT Employees below.

(a) **Other contributions.** In addition to the ability to make Salary Deferrals, LTPT Employee may receive or make the following in the same manner and under the same conditions as other Eligible Employees under the Plan:

☐ **(1)** All available Employer and Employee Contribution sources

☐ **(2)** Employer Contributions (including Qualified Nonelective Employer Contributions)

☐ **(3)** Matching Contributions (including Qualified Matching Contributions)

☐ **(4)** Safe Harbor Contributions

☐ **(5)** Rollover Contributions

☐ **(6)** After-Tax Employee Contributions

☐ **(7)** Describe: _____

(b) **Eligibility, Entry Date and minimum age rules.** Instead of the Plan rules for Eligibility Computation Period, Entry Date and minimum age rules applicable to Eligible Employees who are not LTPT Employees, the following rules apply to LTPT Employees:

☐ **(1)** The Eligibility Computation Period for LTPT Employees is based on Anniversary Years and will not switch to the Plan Year.

☐ **(2)** Describe Eligibility Computation Period for LTPT Employees: _____

☐ **(3)** The Entry Dates for LTPT Employees will be the first day of the 1st and 7th month of the Plan Year.

☐ **(4)** The Entry Dates for LTPT Employees will be _____. (Must satisfy Entry Date requirements under BPD §2.03(b).)

☐ **(5)** The minimum age requirement for LTPT Employees is:

☐ **(i)** Age 21

☐ **(ii)** No minimum age for eligibility

☐ **(iii)** Age ____ [not later than age 21]

(c) **Collectively Bargained Employees and non-resident aliens.** If Collectively Bargained Employees and/or non-resident aliens who receive no compensation from the Employer that constitutes U.S. source income are otherwise eligible for the Plan, the Employer may elect to exclude such Employees from the LTPT Employee rules of IA §5.12 below:

☐ **(1)** Collectively Bargained Employees are excluded from eligibility as LTPT Employees

☐ **(2)** Non-resident aliens who receive no compensation from the Employer that constitutes U.S. source income are excluded from eligibility as LTPT Employees

☐ **(3)** In addition to any election made in CS-7(c)(1) or (2) above, Employees who are otherwise considered Excluded Employees under the Plan will also be excluded from eligibility as LTPT Employees.

(d) **Other provisions.** To the extent the following provisions or options apply to Eligible Employees who are not LTPT Employees, such provisions do not apply to LTPT Employees:

☐ **(1)** The opportunity to make Roth Deferrals

☐ **(2)** The automatic contribution arrangement provisions under AA §6A-8. [***Note:*** *This exclusion is not available to plans subject to Mandatory Automatic Enrollment under SECURE 2.0.*]

☐ **(3)** Describe Plan provisions that do not apply to LTPT Employees: _____

_____

☐ **(e)** Describe any special rules related to the participation of LTPT Employees under the Plan: _____

_____

CS-8. PLAN ADOPTED BY FILING DUE DATE. (See IA §5.13)

☐ The Employer elects to treat the Plan as having been adopted as of the last day of its taxable year ending _____ _____ (See IA §5.13 for rules relating to the timing of this election.)

CS-9. SPECIAL PROVISIONS.

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

☐ Describe any special rules related to this Interim Amendment: _____

ACTION BY UNANIMOUS CONSENT OF THE GOVERNING BOARD
TERMINATION OF QUALIFIED RETIREMENT PLAN

The undersigned hereby certifies that they are a member of the governing Board of Town of Lake Park ("Employer").

The undersigned consents to the following resolutions:

WHEREAS, the Employer has maintained the Town of Lake Park General Employees Retirement Plan ("Plan") since October 1, 1998, for the benefit of eligible Employees.

WHEREAS, after review and evaluation by the governing Board, the Employer has decided to terminate the Plan, effective June 30, 2025.

WHEREAS, the Employer desires to adopt amendments required to bring the Plan into compliance with the qualification requirements applicable to the Plan as of the effective date of the Plan termination.

NOW, THEREFORE, BE IT RESOLVED that the Employer hereby terminates the Plan effective June 30, 2025.

RESOLVED FURTHER that the Employer hereby authorizes the adoption of the attached Defined Contribution Plan Amendment (2025 Termination Amendment) to freeze contributions under the Plan and to bring the Plan into compliance with the qualification requirements applicable as of the effective date of the Plan termination. No further contributions will be permitted or made under the Plan with respect to Plan Compensation earned on or after the Effective Date of the termination.

RESOLVED FURTHER that the Employer hereby authorizes the member (or any other authorized person) to perform the actions necessary to execute the termination amendment. A copy of the termination amendment shall be retained in the business office of the Employer.

AUTHORIZED SIGNER:

Roger Michaud		
[Name]	**[Signature]**	**[Date]**