

**Flexible 401(k) Plan Standardized
Adoption Agreement Amendment
Provisions of Automatic Contribution Arrangements**

This amendment of the Plan (hereinafter referred to as “the Amendment”) is comprised of this Adoption Agreement Amendment and the corresponding good faith Amendment to the Basic Plan Document and is intended as good faith compliance with certain provisions of the Pension Protection Act of 2006 (“PPA”) and is construed in accordance with PPA and guidance issued thereunder. Except as otherwise provided, this Amendment shall not be effective prior to the first day of the first Plan Year beginning after December 31, 2007. The Amendment shall supersede the provisions of the Plan to the extent the provisions are inconsistent with the provisions of the Amendment.

EMPLOYER INFORMATION

Name of Adopting Employer _____

Name of Plan _____
NAME OF EMPLOYER

Plan Sequence Number 00 ____

NOTE: Section numbers used below correspond to the Adoption Agreement sections to which the Amendment provisions relate.

SECTION ONE: EFFECTIVE DATES

The Effective Date of this amendment is ____/____/____.

SECTION THREE: CONTRIBUTIONS

Part A. Elective Deferrals

6. Automatic Enrollment for Elective Deferrals

Complete Part I below for the Safe Harbor Automatic Enrollment Contributions CODA provisions and leave this section blank.

a. Authorization of Automatic Elective Deferral

The Automatic Elective Deferral enrollment Provisions in Plan Section 3.01(E) will apply.

i. New Employees

If an Employee who has met the eligibility requirements set forth in Section Two, Part A of the Adoption Agreement fails to provide the Employer a salary reduction agreement, will a portion of such eligible Employee’s Compensation be automatically withheld and contributed to the Plan as an Elective Deferral (*select one*)?

Option 1: Yes, for Employees hired on or after the Effective Date.

Option 2: Yes, for Employees who meet the eligibility requirements in Section Two, Part A of the Adoption Agreement on or after the Effective Date.

Option 3: No.

NOTE: If no option is selected, Option 1 will apply.

ii. Current Employees

Will automatic enrollment for Elective Deferrals apply to all eligible Employees who fail to return a salary reduction agreement on or after the Effective Date, including those who met the eligibility requirements in the Adoption Agreement before the Effective Date (*select one*)?

Option 1: Yes, but only to those Employees who are not Contributing Participants (i.e., are deferring 0 percent).

Option 2: Yes, but only to those Employees deferring less than the amount in item (b) below (including 0 percent).

Option 3: No.

NOTE: If no option is selected, Option 3 will apply.

b. Initial Amount of Automatic Elective Deferral

3 percentage of each eligible Employee’s Compensation will be automatically withheld and contributed to the Plan as an Elective Deferral.

NOTE: If no percent is entered, three percent of Compensation will be withheld.

c. Tax Character of Elective Deferrals – Automatic Enrollment

How will amounts automatically withheld from Compensation and contributed to the Plan under this Part A, item 6 as Elective Deferrals be designated for tax purposes (*select one*)?

Option 1: Pre-tax Elective Deferrals.

Option 2: Roth Elective Deferrals.

NOTE: If no option is selected, Option 1 will apply. Option 2 may only be selected if the Plan allows Roth Elective Deferrals.

7. Automatic Increase in Elective Deferrals

a. Authorization of Automatic Elective Deferral Increase

Will Elective Deferrals be increased automatically each year for Employees who are automatically enrolled under this item 6 (*select one*)?

Option 1: Yes.

Option 2: No.

NOTE: *If no option is selected, Option 2 will apply. Complete the remainder of this item 7 only if Option 1 is selected.*

b. Will Elective Deferrals be increased automatically each year for Employees whose deferral elections are below 3 percent (specify a percentage), whether or not automatically enrolled under this item 6?

Option 1: Yes.

Option 2: No.

NOTE: *If no option is selected, Option 2 will apply. If Option 1 is selected and no percentage is indicated, three percent will apply.*

c. Automatic Elective Deferral Increase Amount

If Option 1 was selected in item 7a above, such increases will occur in the following increments (*select one*):

1 percent per year up to a maximum of 10 percent.

NOTE: *If the annual increase percent or maximum percent is blank, the annual increase will be made in increments of one percent of Compensation and the maximum percent will be ten percent.*

d. Timing of Automatic Elective Deferral Increases

If automatic increases are selected in item 7a above, such increases will occur on the following dates (*select one*):

Option 1: Each anniversary of the Contributing Participant's date of hire.

Option 2: Each anniversary of the date the Contributing Participant met the eligibility requirements set forth in Section Two, Part A of the Adoption Agreement.

Option 3: First Day of Each Plan Year.

Option 4: First Day of Each Calendar Year.

Option 5: Other (*specify*) _____

NOTE: *If no option is selected, Option 1 will apply.*

Part I. Safe Harbor Automatic Enrollment CODA Contributions

1. Application of Safe Harbor Automatic Enrollment CODA

a. Safe Harbor Provisions

Will the Safe Harbor Automatic Enrollment CODA provisions of Plan Section 3.16 apply (*select one*)?

Option 1: Yes.

Option 2: No.

NOTE: *If no option is selected, Option 2 will apply. Complete the remainder of this Part I only if Option 1 is selected. If Option 1 is selected, the Safe Harbor Automatic Enrollment CODA provisions of the Plan will apply for the Plan Year and the provisions relating to the ADP or ACP tests generally will not apply. Contribution provisions that are selected in addition to the options listed in this Part I may subject the Plan to ACP and top-heavy testing. A Plan intending to satisfy the Safe Harbor Automatic Enrollment CODA requirements of Code Sections 401(k)(13), 401(m)(12) and 414(w) generally must satisfy such requirements, including the notice requirement, for the entire Plan Year. If a Safe Harbor Automatic Enrollment CODA is eliminated during a Plan year, the Plan will be subject to provisions relating to the ADP and ACP tests, including restrictions on the selection of testing methods (e.g., current vs. prior year).*

b. Participants Entitled to Receive Safe Harbor Automatic Enrollment CODA Contributions

Safe Harbor Automatic Enrollment CODA Contributions will be made on behalf of (*select one*):

Option 1: Each Eligible Employee who is a non-Highly Compensated Employee (and, in the case of Safe Harbor Matching Contributions, makes Elective Deferrals to the Plan).

Option 2: All Eligible Employees (who, in the case of Safe Harbor Matching Contributions, make Elective Deferrals to the Plan).

NOTE: *If no option is selected, Option 2 will apply.*

c. Initial Amount of Safe Harbor Automatic Enrollment CODA Elective Deferrals

An amount equal to 3 (*not less than three*) percentage of each eligible Employee's Compensation will be automatically withheld and contributed to the Plan as an Elective Deferral.

NOTE: *If no percent is entered, 3 percent of Compensation will be withheld.*

d. Safe Harbor Automatic Enrollment CODA Elective Deferral Increase Amount

Elective Deferrals will be increased automatically each year for Eligible Employees, as described in item 1(b) above, who are automatically enrolled under the Safe Harbor Automatic Enrollment CODA. Such increases will be made in whole increments. The automatic increase will apply on the first day of each Plan Year. Furthermore, such increases will be equal to:

- (i) 4 (not less than 4 and not more than 10) percent during the first day of the Plan Year following the anniversary date that the Eligible Employee became enrolled in the Plan, and
- (ii) 5 (not less than 5 and not more than 10) percent during the Plan Year following the Plan Year in which the Eligible Employee's salary deferral was initially increased as described in (i) above, and
- (iii) 6 (not less than 6 and not more than 10) percent during the Plan Year following the Plan Year in which the Eligible Employee's salary deferral was increased as described in (ii) above.

NOTE: If the annual increase percent is blank, the annual increase will be made in increments of one percent and will equal the minimum amount permitted for the applicable Plan Year.

e. Notwithstanding the percentage amount entered in d(iii) of this Part I, the Elective Deferrals will continue to increase automatically for Eligible Employees who are automatically enrolled under the Safe Harbor Automatic Enrollment CODA.

Option 1: Yes, and such increases will occur in the following increments: 1 (not less than 1) percent per year up to a maximum of 10 (not more than 10) percent.

Option 2: No.

NOTE: If no option is selected, Option 2 will apply.

2. ADP Test Safe Harbor CODA Automatic Enrollment Contributions

The Employer will make the following ADP Test Safe Harbor Automatic Enrollments Contributions for the Plan Year (select one):

Option 1: Basic Matching Automatic Enrollment Contributions.

The Employer will make Matching Contributions to the Individual Account of each Eligible Employee, as described in item 1(b) above, equal to:

- (i) 100 percent of the amount of the Employee's Elective Deferrals that do not exceed one percent of the Employee's Compensation for the Plan Year, plus
- (ii) 50 percent of the amount of the Employee's Elective Deferrals that exceed one percent of the Employee's Compensation but do not exceed six percent of the Employee's Compensation.

Option 2: Enhanced Matching Automatic Enrollment Contributions.

The Employer will make Matching Contributions to the Individual Account of each Eligible Employee, as described in item 1(b) above, in an amount equal to the sum of:

| | Elective Deferral Percent | Matching Percentage |
|-----------|--|----------------------------|
| Base Rate | Less than or equal to _____% | 100% |
| Tier 2 | Greater than _____, but less than or equal to _____% | _____% |

NOTE: The Enhanced Matching Automatic Contribution formula must be completed so that, at any rate of Elective Deferrals, the Matching Contribution is at least equal to the Matching Contribution that would be received if the Employer were making Basic Matching Automatic Enrollment Contributions, but the rate of match cannot increase as Elective Deferrals increase.

Option 3: Safe Harbor Nonelective Contributions

The Employer will make a Safe Harbor Nonelective Contribution to the Individual Account of each Eligible Employee, as described in item 1(b) above, in an amount equal to 3 (not less than 3) percent of the Employee's Compensation for the Plan Year.

NOTE: If no option is selected, Option 1 will apply.

3. Recipient Plan

The ADP Test Safe Harbor Automatic Enrollment Contributions will be made to (select one):

Option 1: This Plan.

Option 2: Other plan (specify plan of the Employer) _____.

NOTE: If no option is selected, Option 1 will apply.

4. ACP Test Safe Harbor Automatic Enrollment Matching Contributions

NOTE: No additional contributions are required in order to satisfy the Safe Harbor Automatic Enrollment CODA requirements. The Employer may, however, make Matching Contributions in addition to Basic Automatic Enrollment or Enhanced Matching Automatic Enrollment Contributions. To ensure that the Plan continues to satisfy the Safe Harbor Automatic Enrollment CODA requirements, only the following additional Matching Contributions may be made (see NOTE below for specific contribution limitations).

For the Plan Year, the Employer will make ACP Test Safe Harbor Matching Contributions to the Individual Account of each Eligible Employee, as described in item 1(b) above, in the amount of (select one):

Option 1: Percentage of Contribution Match.

A Matching Contribution that equals _____ percent of the Employee’s Elective Deferrals that do not exceed _____ percent (not more than six percent) of the Employee’s Compensation for the Plan Year.

Option 2: Two-Tiered Percentage of Contribution Match.

That percentage of each Contributing Participant’s Elective Deferral determined by the Contributing Participants rate of Elective Deferral as specified in the matching schedule below.

| | Elective Deferral Percent | Matching Percentage |
|-----------|--|----------------------------|
| Base Rate | Less than or equal to _____% | _____% |
| Tier 2 | Greater than _____, but less than or equal to _____% | _____% |

NOTE: The matching percentage for the base rate cannot exceed the matching percentage for Tier 2. No Matching Contributions will be made on Elective Deferrals that exceed six percent of Compensation.

Option 3: A discretionary contribution that matches on those Employee’s Elective Deferrals that do not exceed a permissible percentage of the Employee’s Compensation for the Plan Year.

NOTE: The Elective Deferrals that are matched will be determined by the Employer for the year, but in no event can a Matching Contribution be made on Elective Deferrals that exceed six percent of the Employee’s Compensation. In addition, the total additional discretionary Matching Contribution made to any Employee cannot exceed four percent of the Employee’s Compensation for the Plan Year. For example, the Employer could not choose a discretionary formula that provided a 25 cent Matching Contribution for every dollar deferred if the match were given on Elective Deferrals up to eight percent of Compensation (this exceeds the six percent limitation on Elective Deferrals that can be matched). Neither could the Employer provide a discretionary dollar-for-dollar Matching Contribution on Elective Deferrals up to six percent of Compensation (this exceeds the four percent absolute limitation on a discretionary ACP Test Safe Harbor Matching Contribution). If the Employer wishes to make Matching Contributions in addition to ACP Test Safe Harbor Matching Contributions, Section Three, Part B, must be completed. Such contributions will be subject to ACP testing.

SECTION FOUR: VESTING AND FORFEITURES

Part A. Vesting Schedule for ADP Test Safe Harbor CODA Automatic Enrollment Contributions and Nonelective

A Participant shall become Vested in his or her Individual Account derived from ADP Test Safe Harbor CODA Automatic Enrollment Contributions, if applicable, made pursuant to Section Three of the Adoption Agreement as follows:

| Years of Vesting Service | Vested Percentage | |
|---------------------------------|---|--|
| | Option 1 <input checked="" type="checkbox"/> | Option 2 <input type="checkbox"/> |
| Less than One | 0% | _____ % |
| 1 | 0% | _____ % |
| 2 | 100% | _____ % |

If no option is selected, Option 1 will apply

SECTION FIVE: DISTRIBUTIONS

Part A. 2. Distributions During Employment

c. Permissible Withdrawals

May a Participant enrolled in the Plan under an Eligible Automatic Contribution Arrangement provision of the Plan, request a Permissible Withdrawal?

Option 1: Yes.

Option 2: No.

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

Signature of Trustee

Name of Trustee _____

Address _____

Telephone _____

Signature _____ **Title** _____

Signature of Employer

1. I acknowledge that I have relied upon my own advisors regarding the completion of this Amendment and the legal and tax implications of amending this Plan;
2. I understand that my failure to properly complete this Amendment may result in disqualification of the Plan; and
3. I have received a copy of this Amendment.

Signature of Adopting Employer _____ **Date Signed** _____

Print Name _____ **Title** _____