







value” for top-heavy purposes in the defined benefit plan.

### 3. Reliance on Opinion Letter

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

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

If the Employer who adopts or maintains multiple plans wishes to obtain reliance with respect to the requirements of § 415 and 416, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

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

This Adoption Agreement may be used only in conjunction with basic Plan Document #01.

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

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

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

Plan and a Money Purchase Plan.

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

"I \_\_\_\_\_ understand that I, my administrator, my accountant or other professional is responsible for all IRS/ Government reporting including contributions, distributions, loans, tax returns, ect and that the CamaPlan, the record keeper, is not responsible and will not report, file or otherwise be responsible for any required forms, filings or reporting to an government agency."

The undersigned Employer acknowledges receipt of a copy of the Plan, the Trust Agreement, and this Adoption Agreement and related Addendums and adopts such Plan on the date indicated below:

Name of Adopting Employer:

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**Adopting Employer's Signature**

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**Print Name/Title of Signer**

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**Date**

Name of Trustee (Complete if different than adopting Employer):

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**Trustee's Signature**

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**Print Name/Title of Signer**

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**Date**

Name of Administrator (Complete if different than adopting Employer and Trustee):

\_\_\_\_\_  
**Administrator's Signature**

\_\_\_\_\_  
**Print Name/Title of Signer**

\_\_\_\_\_  
**Date**

## 4. Plan Defaults for Qualified Plan #02007

1. The Plan Year shall be the calendar year.
2. The Limitation Year shall be the calendar year.
3. The Valuation Date shall be the last day of the Plan Year and such other dates as may be directed by the Plan Administrator determined on a nondiscriminatory basis.
4. Employees who have attained the age of 21 and have completed 1 Year of Service are eligible to participate in the Plan. However, these eligibility requirements shall be waived for employees employed on the effective date of the Plan.
5. All Employees shall be eligible except the following: All Employees included in a unit of Employees covered by a collective bargaining agreement as described in Section 14.08 of the Plan; Employees who are nonresident aliens as described in Section 14.25 of the Plan; and Employees who become Employees as the result of a "§410(b)(6)(C) transaction", as described in section 14.01 of the Plan.
6. Service under the Plan shall be computed on the basis of actual hours for which an Employee is paid or entitled to payment. A Year of Service shall mean a 12-consecutive month period during which an Employee completes at least 1000 Hours of Service. A Break in Service shall

mean a 12 -consecutive month period during which an Employee does not complete more than 500 Hours of Service. Once eligible, contributions will be allocated to the account of each Participant regardless of the number of hours of service completed in a Plan Year. The contribution is not dependent on the Participant being employed on the last day of the Plan Year.

7. Entry Date for an eligible Employee who has completed the eligibility requirements will be the 1st day of the first month or the first day of the 7th month of the Plan Year after the Employee satisfies the eligibility requirements.
8. Employer Nonelective and Matching Contributions shall be made at the discretion of the Employer on a nondiscriminatory basis. (Note: If a discretionary Matching Contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to allocate a Matching Contribution to Participants) and the Employer makes a discretionary Matching Contribution to the Plan, the Employer must provide the Plan Administrator (or Trustee, if applicable), written instructions describing (1) how the discretionary Matching Contribution formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the discretionary Matching Contribution formula applies, and (3) if applicable, a description of each business location or business classification subject to separate discretionary Matching Contribution allocation formulas. Such instructions must be provided no later than the date on which the discretionary Matching Contribution is made to the Plan. A summary of these instructions must be communicated to Participants who receive discretionary Matching Contributions. The summary must be communicated to Participants no later than 60 days following the date on which the discretionary Matching Contribution is made to the Plan.)

- 9. Rollover (excluding After-Tax Employee Contributions) and Transfer Contributions are permitted pursuant to Article IV of the Plan.
- 10. Employee Nondeductible and Mandatory Contributions are not permitted.
- 11. Elective Deferrals are permitted up to the maximum permitted under section 402(g) of the Code. Each Participant shall have an effective opportunity to make or change and election to make Elective Deferrals (including Designated Roth Contributions) at least once each Plan Year.
- 12. Catch-up Contributions are permitted.
- 13. Safe Harbor 401(k) provisions do not apply. If applicable, Prior Year Testing shall apply pursuant to Section 15.05 of the Plan.
- 14. Vesting for all contributions under the Plan shall be full and immediate.
- 15. Compensation for any Participant shall be the 415 safe harbor definition as described in Section 14.39 of the Plan. Such Compensation includes such amounts that are actually paid to the Participant during the Plan Year and includes employer contributions made pursuant to a salary reduction agreement which are not includible in the gross income of the Employee under sections 125, 132(f)(4), 402(e)(3), 401(k), governmental 457(b), or 402(h)(1)(B) of the Code. Amounts received by an Employee pursuant to a nonqualified unfunded deferred compensation plan shall be considered Compensation in the year the amounts are actually received. Such amounts may be considered Compensation only to the extent includible in gross income.
- 16. In-service distributions are available. Once an Employee has participated in the plan for 60 months, all employer contributions are available for withdrawal. Prior to the 60-month period, Employees may withdraw all employer contributions, which have been in the Plan for a period of 24 months or apply for a hardship distribution. In-Service distributions from all employer contributions are available upon the Participant's attainment of age 55. Elective

- Deferrals are available for distribution upon attainment of age 59 1/2 or due to financial hardship. Rollover account is available at any time. If In-Plan Roth Rollovers are permitted, all in-service distribution provision shall apply.
- 17. A Participant may not elect benefits in the form of a life annuity. All other forms of benefit payments are available. Benefits are available to the Participant on such Participant's termination of employment or upon Disability.
- 18. The Plan is designed to operate as if it were Top-Heavy at all times.
- 19. The Normal Retirement Age under the Plan shall be age 55.
- 20. The Required Beginning Date of a Participant with respect to a Plan is the April 1 of the calendar year following the calendar year in which the Participant attains age 70½, except that benefit distributions to a Participant (other than a 5 percent owner) with respect to benefits accrued after the later of the adoption or effective date of the amendment to the Plan must commence by the later of the April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or retires.
- 21. Investments shall be determined pursuant to the Trust Agreement. The Trustee may develop any investment policy necessary.

## 5. Restatement Effective Dates Addendum

Note: If this plan is not a restatement of any existing Plan, this item does not apply.

General Restatement Effective Dates: (if applicable, enter the Item number)

Provision

- A. Not applicable. This is not an amendment and restatement.
- B. The eligibility requirements under Plan Defaults

EFFECTIVE DATE

- C. The Employer Profit Sharing contribution provisions under Plan Defaults  
EFFECTIVE DATE
- D. The Vesting Formula under Plan Defaults  
EFFECTIVE DATE
- E. In-Service Distributions under Plan Defaults  
EFFECTIVE DATE
- F. Definition of Required Beginning Date under Plan Defaults  
EFFECTIVE DATE
- G. Amended to include  
Traditional 401(k)   
Designated Roth provisions   
EFFECTIVE DATE
- H. Provision / Item Number (if applicable) EFFECTIVE DATE
- I. Provision / Item Number (if applicable)  
EFFECTIVE DATE

Note: The effective date(s) above may not be earlier than January 1, 2007 and no later than the last day of the Plan Year in which the Adoption Agreement is signed.

If this box is checked, the following protected benefits from another plan must be incorporated into the provisions of this Plan:

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

## 6. Controlled Group Addendum SCHEDULE OF AFFILIATED SERVICE GROUP COMPANIES AND COMMONLY CONTROLLED EMPLOYERS

The Employer that adopts this Plan includes all members of a controlled group of corporations (as defined in section 414(b) of the Code as modified by section 415(h)), all commonly controlled trades or businesses (as defined in section 414(c) as modified by section 415(h)) or affiliated service groups (as defined in section 414(m)) of which the adopting employer is a part, and any other entity required to be aggregated with the Employer pursuant to regulations under section 414(o) of the Code.

Failure to include in this Adoption Agreement all Employers under common control may violate the provisions of Internal Revenue Code section 410 and other sections of the IRC with respect to plan qualification.

### Plan Administrator Acceptance

I/we understand what controlled groups are and am acting in accordance with all laws concerning these plans and controlled groups therein.

Name of Administrator (Complete if different than adopting Employer and Trustee):

**Administrator's Signature**

**Print Name/Title of Signer**

**Date**

Name of Adopting Employer (entity):

Address of Adopting Employer:

Street

City

State  ZIP

The above-named Adopting Employer, together with the below-listed entities, is defined as a:

Controlled Group

OR

Affiliated Service Group

List all "affiliated" employers with the above listed Employer:

1. Name	<input type="text"/>
Street	<input type="text"/>
City	<input type="text"/>
State	<input type="text"/> ZIP <input type="text"/>
EIN #	<input type="text"/>
2. Name	<input type="text"/>
Street	<input type="text"/>
City	<input type="text"/>
State	<input type="text"/> ZIP <input type="text"/>
EIN #	<input type="text"/>
3. Name	<input type="text"/>
Street	<input type="text"/>
City	<input type="text"/>
State	<input type="text"/> ZIP <input type="text"/>
EIN #	<input type="text"/>