

Solo 401(k) Plan Termination Package



Axos Advisor Services makes available a Standardized Defined Contribution Solo 401(k) Adoption Agreement drafted by FIS Business Systems LLC. FIS Business Systems LLC has developed an amendment which may be used to update terminating plans for most provisions of SECURE 2.0 which are in effect before December 29, 2025. FIS Business Systems LLC's instructions concerning the amendment can be found starting on page 6 of the enclosed document package.

Please do not return the completed documents to Axos Advisor Services. You may want to keep a completed and executed Adoption Agreement to terminate your plan and the Amendment to Implement SECURE 2.0 Provisions for Terminating Plan, as you may want to have these documents available in the event of a potential audit.

In all circumstances the individual who adopts the agreements will be the Trustee, Administrator and Fiduciary of the plan and is responsible for the plan's compliance with any current or future laws, regulations, or rulings, or interpretations of any current or future laws, regulations and rulings. Accordingly, this individual should stay informed of all current or future laws, regulations, or rulings, or interpretations of any current or future laws, regulations and rulings that pertain to the plan.

Axos Advisor Services makes no representation or warranty that any these documents meet or comply with any current or future laws, regulations, or rulings, or interpretations of any current or future laws, regulations and rulings. Axos Advisor Services does not provide financial, legal, accounting, or tax advice. Always consult your own financial legal, accounting, and tax advisors.

**ADOPTION AGREEMENT FOR
FIS BUSINESS SYSTEMS LLC
STANDARDIZED
DEFINED CONTRIBUTION PRE-APPROVED PLAN
(SOLO 401(K))**

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER AND TIN

Name: _____

Address: _____
Street

_____ City _____ State _____ Zip

Telephone: _____

Taxpayer Identification Number (TIN): _____

PLAN INFORMATION

2. PLAN NAME:

3. PLAN STATUS

a. ☐ New Plan

b. ☐ Amendment and restatement of existing Plan

CYCLE 3 RESTATEMENT (leave blank if not applicable)

1. ☐ This is an amendment and restatement to bring a plan into compliance with Cycle 3 and other legislative and regulatory changes (i.e., the 6-year pre-approved plan restatement).

c. ☐ This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select c.2):

1. ☐ All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions *are not* reflected in this Adoption Agreement (may enter effective date at 4. below).

2. ☐ All contributions ceased or were suspended and the prior Plan provisions *are* reflected in this Adoption Agreement (must enter effective date at 4. below)

Effective date

3. ☐ as of _____ (effective date is optional unless c.2. has been selected above or this is the amendment or restatement to freeze the Plan).

4. EFFECTIVE DATE (Plan Section 1.25) (complete a. if new plan; complete a. and/or b. AND c. and/or d. if an amendment and restatement)

Initial Effective Date of Plan (for a new Plan (one that did not exist prior to the year that this document is being first adopted), the Initial Effective Date cannot be earlier than the first day of the current Plan Year)

a. _____ (enter month day, year) (hereinafter called the "Effective Date" unless 4.b. is entered below) NOTE: If the Effective Date of deferrals in the Plan is a different date than what is provided in this Section 4.a., Section 4.b. must also be completed. The Effective Date of 4.b. must be concurrent with or after the Effective Date in 4.a.)

Initial Effective Date of CODA (Can be the same date as the Initial Effective Date of the Plan or any date thereafter)

b. _____ (enter month day, year) (the Employer must begin to allocate funds to the Trust as soon as administratively feasible after this date) NOTE: Must not be earlier than the date when the CODA is first adopted.

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Restatement Effective Date. If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date". If adding a CODA for the first time, please complete 4.d.) is:

- c. _____ (enter month day, year; NOTE: Can not be earlier than the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

Initial Effective Date of CODA (Can be the same date as the Restatement Effective Date of the Plan or any date thereafter)

- d. _____ (enter month day, year) (the Employer must begin to allocate funds to the Trust as soon as administratively feasible after this date)

5. PLAN YEAR (Plan Section 1.65) means the 12 consecutive month period ending on _____. However, if this is a new Plan, the Plan Year will be the period beginning on the Effective Date of the Plan and ending on the date specified herein.

6. CONDITIONS OF ELIGIBILITY (Plan Section 3.1)

An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following:

SERVICE REQUIREMENT

- a. ☐ None
b. ☐ 1 Year of Service
c. ☐ Other: _____ Eligibility requirements under the Plan must not be more favorable for highly compensated Employees (as defined in § 414(q)) than for other Employees, may not exceed one (1) Year of Service and must be the same for Highly Compensated and Non-Highly Compensated Employees. Please see Standard Provision 12 for additional information when utilizing this Section 6.c.)

AGE REQUIREMENT

- d. ☐ None
e. ☐ Age _____ (may not exceed 21)
f. Waiver of conditions. The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):
1. ☐ If employed on _____, the age and service requirements and the entry date requirement below are waived, subject to the following exceptions: _____ (leave blank if no exceptions).

7. EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of:

- a. ☐ the date such requirements are met.
b. ☐ the first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met.
c. ☐ the earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met.

8. RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Section 1.88)

- a. ☐ No service with other employers shall be recognized (except as required by law).
b. ☐ Prior service with _____ will be recognized for all purposes.

9. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.55) means the date a Participant attains age _____ (not to exceed 65 and, if this Plan includes transferred pension assets, may not be less than age 62 unless the Employer has evidence that the representative typical retirement age for the adopting Employer's industry is a lower age, but no less than age 55. If an age between 55 and less than 62 is inserted, no reliance will be afforded on the Opinion Letter issued to the plan that such age is reasonably representative of the typical retirement age for the industry in which the participants work).

10. SALARY REDUCTION ARRANGEMENT - ELECTIVE DEFERRALS

Each Participant may elect to have Compensation deferred by up to the maximum amount allowed by law.

Participants may make (select all that apply):

- a. ☐ Catch-Up Contributions
b. ☐ Roth Elective Deferrals
1. ☐ Special Effective Date for Roth Elective Deferrals (choose if applicable) _____ (select if Roth deferrals added in addition to and after Elective Deferrals)

11. IN-PLAN ROTH ROLLOVER CONTRIBUTIONS/TRANSFERS (Plan Section 12.11)

In-Plan Roth Rollover contributions (IRRs) and In-Plan Roth transfers (IRTs) are not permitted.

STANDARD PROVISIONS. The following elections, which are referenced in the Basic Plan Document, apply to this Plan.

1. Valuation Date means the last day of the Plan Year and any other dates deemed necessary or appropriate by the Administrator, which may include any day that the Trustee, any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation).
2. The Employer will be the Plan Administrator.
3. This Plan shall be governed by the laws of the state or commonwealth where the Employer's principal place of business is located.
4. All Employees, except union employees and non-resident aliens (both as defined in Plan Section 1.28), are eligible to participate for all purposes of the Plan subject to any eligibility conditions contained in Section 6.
5. To the extent applicable, the Hours of Service method shall be used to compute eligibility for Employees based on actual hours for which an Employee is paid or entitled to payment. "Year of Service" means the computation period of twelve (12) consecutive months during which an Employee has completed at least 1,000 Hours of Service. Employees whose records of actual Hours of Service are not maintained or available (e.g., salaried employees) will be credited with one hundred ninety (190) Hours of Service for each month they would be credited with at least one (1) Hour of Service during the month. The eligibility computation period after the initial eligibility computation period shall shift to the Plan Year. The vesting computation period shall be the Plan Year.
6. Normal Retirement Date means the Anniversary Date coinciding with or next following a Participant's Normal Retirement Age.
7. There are no early retirement provisions.
8. Compensation with respect to any Participant means wages, tips and other compensation on Form W-2 and shall be based on the Plan Year. Compensation for any Self-Employed Individual, however, shall be equal to Earned Income.
9. Compensation shall be adjusted by (a) including compensation not currently includible in the Participant gross income by reason of the application of Code §§ 401(k), 125 (cafeteria plan), 132(f)(4) (qualified transportation fringe), 402(h)(1)(B) (simplified employee pension plan), 414(h)(2) (employer pickup contributions under a governmental plan), 403(b) (tax sheltered annuity) or 457(b) (eligible deferred compensation plan); (b) excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in (a) above) and welfare benefits; and (c) excluding Compensation paid during the determination period while not a Participant in the Plan. Military Differential Pay will be treated as Compensation for all Plan benefit purposes. 415 Compensation and Plan Compensation will include (to the extent provided in Plan Section 1.40), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans. The Limitation Year is the Plan Year.
10. The ADP and/or ACP safe harbor provisions, Automatic Contribution Arrangement provisions and SIMPLE 401(k) provisions do not apply. The ADP and ACP ratio for Nonhighly Compensated Employees will be based on current year ratio.
11. The Employer may make matching contributions equal to a discretionary percentage, to be determined by the Employer, of the Participants' Elective Deferrals (including, if permitted under the Plan, Roth Elective Deferrals and/or Catch-up Contributions). In applying the matching contribution, only Elective Deferrals up to a discretionary percentage of a Participant's Compensation or a discretionary dollar amount, the percentage or dollar amount to be determined by the Employer on a uniform basis to all Participants on a pro rata basis, will be taken into account. This matching contribution shall be determined on a payroll period basis to any Participant who is makes Elective Deferrals during the Plan Year.
12. The Employer may make a discretionary profit sharing contribution for a Plan Year, the amount to be determined in the discretion of the Employer and allocated in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants eligible to share in the allocations for the Plan Year. A Participant is eligible to share in the contribution for the Plan Year if the Participant is employed on the last day of the Plan Year or terminates employment with at least 500 Hours of Service during the Plan Year. This Plan will not fail to satisfy the requirements in Section 6 merely because the plan provides, either as the result of an elective provision or by default in the absence of an election to the contrary, that individuals who become Employees, as the result of a transaction described in § 410(b)(6)(C) will be excluded from eligibility to participate in the Plan during the period beginning on the date of the transaction and ending on a date that is not later than the last day of the first Plan Year beginning after the date of the transaction. A transaction described in § 410(b)(6)(C) is an asset or stock acquisition, merger, or other similar transaction involving a change of the Employer of the Employees of a trade or business.
13. All contributions shall be 100% vested at all times.
14. Distributions will be made as soon as administratively feasible following termination of employment in lump-sums only. Partial

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withdrawals or installments are only permitted for required minimum distributions under Code §401(a)(9). No annuities will be allowed. All distributions will be in cash or property that is specifically allocated and identifiable with respect to a Participant.

15. Distributions upon the death of a Participant prior to receiving any benefits shall be made pursuant to the election of the Participant or Beneficiary.
16. No involuntary distributions shall be made.
17. Hardship distributions are allowed from all Accounts subject to the parameters set forth in Plan Section 12.10.
18. In-service distributions are allowed at age 59 1/2 from all Accounts (except for Money Purchase Pension Plan in-service distributions which are allowed at age 62).
19. Loans are permitted from all Accounts, in accordance with the terms of the Participant loan program.
20. The Participants shall direct the Trustee with respect to the investments of all Accounts.
21. Rollovers may be accepted from all Eligible Employees. Distributions from a Participant's Rollover Account may be made at any time.
22. After-tax voluntary Employee contributions are not allowed.
23. Required minimum distributions shall be made at the later of age 70 1/2 or retirement, except for 5% owners.
24. This Adoption Agreement does not include an Appendix A (Special Effective Dates and other permitted elections).
25. Top Heavy contributions shall be made to Non-Key Employees only. If the Employer maintains any other Plan, then this Plan will provide the top-heavy minimum and will not reduce any Annual Additions.

Reliance on Provider Opinion Letter. The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider's IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

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

This Adoption Agreement may be used only in conjunction with basic plan document #01. This Adoption Agreement and the basic Plan document shall together be known as _____ Defined Contribution Pre-Approved Plan #01-002.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

Execution for Page Substitution Amendment Only. If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) _____ effective _____, by substitute Adoption Agreement page number(s) _____. The Employer should retain all Adoption Agreement Execution Pages and amended pages. [*Note: The Effective Date may be retroactive or may be prospective.*]

The Provider, _____, will notify all adopting Employers of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and the Provider no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider's representative.

Provider Name: _____

Address: _____

Telephone Number: _____

Email address (optional): _____

The Employer by executing below, hereby adopt this Plan(add additional signature lines as needed) :

EMPLOYER: _____

By: _____

DATE SIGNED

AMENDMENT TO IMPLEMENT SECURE 2.0 PROVISIONS FOR TERMINATING PLAN Instructions

FIS has developed an amendment which may be used to update terminating plans for most provisions of SECURE 2.0 which are in effect before December 29, 2025. The amendment can be used for all types of qualified plans, 403(b) plans, and 457(b) plans. It reflects the IRS guidance received to date.

We anticipate that most employers can simply fill in the identifying information in section 2.1, check Election 2.3(a) and sign the amendment. Section 2.3 lists the amendment's default provisions. If an employer wishes to override one or more of those defaults, to reflect options SECURE 2.0 makes available, the employer can check Election 2.3(b) and make the appropriate Elections in sections 2.4-2.19. Note that many of the provisions in other articles allow the plan to implement optional provisions by policy. Each Article 3-50 is self-contained and lists the statutory citation for ease of reference. Section 1 of each article identifies the plans to which the article applies.

| Article | Subject | Plan Types | Elections/Explanation |
|-----------|--|----------------------------------|---|
| 3 | Requires safe harbor notice for QACAs with ACP safe harbor | 401(k), 403(b) | None |
| 4 | Roth Employer Contributions | DC, 403(b), gov't 457(b) | Turned OFF by default. To allow Roth Employer Contributions, select 2.4(a). Limitations may be specified in elections 2.4(b), (c), or (d) or in plan policies. |
| 5 | Required Minimum Distributions | All | If plan disregards RBD change in making distributions prior to July 31, 2023, check 2.5(a). |
| 6 | Mandatory Automatic Enrollment | 401(k), 403(b) | Applies automatically effective on the first day of the 2025 plan unless a statutory exemption applies. Use 2.6(a) to specify an earlier effective date. To provide that automatic enrollment applies regardless of statutory exceptions, check 2.6(b). Elections 2.6(c)-(f) detail the specifics of automatic deferrals. Review these elections carefully to ensure they accurately reflect plan operations. |
| 7 | Military spouse rules | DC | Turned OFF by default. Check 2.7(a) to activate special rules to qualify for military spouse credit. |
| 8 | Student loan match | 401(k), 403(b), Gov't 457(b) | Turned OFF by default. Check 2.8(a) to allow plan to match student loan repayments as though they were elective deferrals. Use 2.8(b) to narrow the class of participants who can receive student loan matches |
| 9 | No top-heavy for OEE | DC | Turned ON by default. Otherwise excludable employees will not receive top-heavy minimum contributions. To turn off, check 2.9(a). |
| 10 | Increase cash-out limit to \$7,000 | DC, DB, 403(b) | Turned ON by default effective for distributions after December 31, 2023 if plan previously used \$5,000 limit. To turn off, check 2.10(a). To select a different effective date, check 2.10(b) or (c). To use the higher limit even if the document previously had a limit below \$5,000, check 2.10(d). To modify the limit or have it apply to some limits and not others, complete 2.10(e), (f), or (g). |
| 11 | Emergency personal expense distributions | DC, 403(b), Gov't 457(b) | Turned OFF by default. Check 2.11(a) to permit emergency personal expense distributions. Select limitations on such distributions as appropriate in 2.11. |
| 12 | Domestic abuse victim distributions | PS, 401(k), 403(b), Gov't 457(b) | Turned OFF by default. Check 2.12(a) to permit domestic abuse victim distributions. Select limitations on such distributions as appropriate in 2.12. |
| 13 | Terminally ill individual distributions | Qualified, 403(b) | Turned OFF by default. Check 2.13(a) to permit terminally ill individual distributions and select effective date. They are limited to other in-service distributable events. |

| | | | |
|----|---|------------------------------|--|
| 14 | 403(b) hardships | 403(b) | Turned ON by default effective for hardship distributions after December 31, 2023. Permits hardship distributions from earnings, QMACs, and QNECs. To turn off, check 2.14(a). To select a different effective date, check 2.14(b) or(c). To modify the available sources, complete 2.14(d) |
| 15 | Higher SIMPLE deferrals | SIMPLE 401(k) | Turned OFF by default. Check 2.15(a) to activate 10% higher deferral limit for SIMPLE 401(k). If Employer has more than 25 employees, increases employer contribution. Check 2.15(b) to limit higher deferrals to plans with fewer than 26 employees. Check 2.15(c) to make higher deferrals effective in 2025 (otherwise they are effective in 2024). |
| 16 | Optional adjustment in eligibility requirements to avoid LTPT rules | 401(k) | Allows specification of alternative eligibility requirements to allow part-time employees to enter plan before becoming subject to LTPT rules. See 16.2 for an example |
| 17 | Long-term part-time elections | 401(k) | Allows plan to specify optional elections regarding long-term part-time employees. Article 17 overrides any elections related to LTPT rules in the SECURE Act amendment, and conforms them to proposed regulations. |
| 18 | Higher catch-ups at ages 60 – 63 | 401(k), 403(b), gov't 457(b) | Allows 50% higher catch-up contributions at ages 60 – 63 unless 18(a) is selected. |
| 19 | Qualified Disaster Recovery Distributions | All plans | Allows plan to adopt policies to implement optional SECURE 2.0 disaster relief provisions. Check 2.18(a) if qualified disaster recovery distributions are not authorized, regardless of policy. Check 2.18(b) to limit distributions to fully vested accounts. Check 2.18(c) to limit sources. |
| 41 | Hardship distribution documentation policy | 401(k), 403(b), Gov't 457(b) | Allows plans to adopt uniform policies regarding documenting hardship (and 457(b) unforeseeable emergency) needs. That policy can, but need not, reflect SECURE 2.0 provisions allowing reliance on participant certification |
| 42 | Qualified Birth and Adoption Distribution (QBAD) | DC, 403(b), gov't 457(b) | Imposes 3-year QBAD recontribution deadline. |
| 43 | Retroactive amendments | DB, DC | Allows an amendment after the end of the year to increase employer nonelective contributions or DB benefits in the prior year. |
| 44 | 457(b) deferral election timing | Gov't 457(b) | Allows Gov't 457(b) plan, by policy, to allow deferral elections to take effect immediately. |
| 45 | PEP Contributions | Pooled Employer Plans | Requires Named Fiduciary to be responsible for collecting contributions. |
| 46 | Notice to Unenrolled Participants | DC, 403(b) | Allows plan to forego giving notice to Unenrolled Participants if plan provides an Annual Reminder Notice. |
| 47 | De minimis financial incentives | 401(k), 403(b) | Allows provision of de minimis financial incentive to participants who elect to defer. |
| 48 | Permits deferrals in retroactively adopted sole proprietor plan | 401(k) | Allows deferrals for first plan year for sole proprietor plans retroactively adopted after the end of the year. Available only for first year and only if sole proprietor has no employees. |
| 49 | Insurance distributions | Gov't | If governmental plan allows distributions to pay for insurance of eligible retired public safety officers, the payment may be made directly to the Participant. |
| 50 | SIMPLE IRA rollovers | 401(k), 403(b) | Allows rollovers from SIMPLE IRAs into plan in first two years of participation in SIMPLE, |

Can I use this amendment for ongoing plans?

No. It is designed exclusively for terminating plans. Ongoing plans can be amended in 2025 or 2026 to reflect SECURE 2.0. Doubtless, in the interim we will receive additional guidance from the IRS which will need to be incorporated into an amendment for ongoing plans.

Can a document sponsor sign this amendment on behalf of the employer?

No. This amendment is designed for the employer to sign. We do not anticipate developing a document sponsor version of this amendment, because it is limited to terminating plans.

Does this amendment contain all the provisions the terminating plan will require?

No. It does not contain any provisions related to the termination itself, such as freezing the plan. It does not include provisions contained in other FIS amendments, such as the amendment for the original SECURE Act or for CARES, or for MEPs/PEPs.

When should this amendment be adopted?

The employer should adopt the amendment prior to, or coincident with, terminating the plan. However, if the employer failed to do so, the employer can likely self-correct the failure under EPCRS if it qualifies as an Eligible Inadvertent Failure under Notice 2023-43.

What provisions of SECURE 2.0 which could require a plan amendment to implement are not reflected in this amendment?

This amendment does not address provisions becoming effective after December 31, 2025. Some cash balance plans with variable interest crediting rates potentially could need an amendment to comply with SECURE 2.0 §348, which requires reasonable projections of the interest crediting rate, not to exceed 6%. It does not implement starter 401(k) plans or pension-linked emergency savings accounts, for which we will provide separate amendments. Because of the administrative transition period in Notice 2023-62, it does not contain any provisions relating to mandatory Roth catch-up contributions.

Can I modify this amendment?

Yes. This is a good faith amendment, and the IRS has not reviewed or approved it. We will not incorporate this amendment into the Relius document system.

Will FIS update this amendment?

We anticipate issuing an amendment for ongoing plans near the end of 2025 to incorporate all available IRS guidance. We may update this amendment to reflect IRS guidance, as warranted. As of the date this is posted, the IRS has not released guidance relating to many issues involved in mandatory automatic enrollment. Article 6 and corresponding election 2.6 take a conservative view of the statute. It is possible that we may revise this amendment once additional guidance is received.

Please check the Relius.net [Other Resources](#) page to find the most current version of the amendment.

Are other documents available?

In addition to the Amendment, we have provided a sample Adopting Resolution (for an employer to evidence adoption of the Amendment). We have not prepared a Summary of Material Modifications (SMM) because the plan will be terminating. We have not provided a unanimous written consent or other form to actually adopt the amendment, because this will vary depending on local law and on the structure of the employer.

How does this amendment impact a SECURE Act amendment?

The IRS has issued proposed regulations (Prop. Treas. Reg. §1.401(k)-5), on which employers can rely, implementing the long-term part-time rules for 401(k) plans. Article 17 of this Amendment is drafted to conform to those regulations. As such, it supersedes any LTPT provisions on a prior amendment, including a SECURE Act amendment. Any elections made in that prior amendment will not carry over. Article 16 provides an opportunity for 401(k) plans to adjust eligibility conditions, particularly for part-time employees, so that the LTPT rules will not apply to the plan, if the Employer chooses.

AMENDMENT TO IMPLEMENT SECURE 2.0

ARTICLE 1 PREAMBLE

- 1.1 **Adoption and effective date of Amendment.** The Employer hereby adopts this Amendment to the Plan identified below. Where articles specify effective dates, their provisions begin on that date or shortly thereafter as administratively practicable.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment. Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. Many Articles include definitions which are specific to that Article.
- 1.3 **Numbering.** Except as otherwise provided in this Amendment, any “Section” reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Intention; Construction.** The purpose of this Amendment is to amend the Plan in accordance with SECURE 2.0 Act of 2022 (“SECURE 2.0”), enacted by Congress as Division T of the Consolidated Appropriations Act of 2023 the provisions of Prop. Treas. Reg. §1.401(k)-5 dealing with long-term part-time employees, and the provisions of Treasury Regulations released in 2024 interpreting Code §401(a)(9), and shall be interpreted and applied accordingly. The provisions of this Amendment, and any policies and procedures issued or modified pursuant to this amendment, shall be interpreted and applied to be consistent with SECURE 2.0 and IRS and DOL guidance issued in connection therewith, whether such guidance is issued before or after the date of this amendment. The Plan Administrator may, but is not required to, reduce such policies or procedures to writing.
- 1.5 **403(b) Plans.** To the extent this Amendment provides for distribution options, they will apply only to the extent permitted under the relevant investment agreement documentation.

ARTICLE 2 IDENTIFICATION; ELECTIONS

- 2.1 **Identifying information.**
 - A. Name of Employer: _____
 - B. Name of Plan: _____
 - C. Type of Plan (*select at least one*)
 - (1) ☐ 401(k) Plan
 - (2) ☐ Profit-Sharing Plan (other than a 401(k) plan)
 - (3) ☐ Money Purchase Pension Plan
 - (4) ☐ Defined Benefit Plan (including a cash balance plan)
 - (5) ☐ 403(b) Plan
 - (6) ☐ 457(b) Plan (select one): ☐ Governmental employer ☐ Tax-exempt employer
- 2.2 **Plan Type Definitions.** “Qualified Plan” means a 401(k) Plan, Profit-Sharing Plan, Money Purchase Pension Plan or Defined Benefit Plan. “Defined Contribution Plan” means a Qualified Plan other than a Defined Benefit Plan.
- 2.3 **Operating Elections.** Many subsequent Articles of this Amendment refer to elections appearing in this Article 2. Each of Sections 2.4 through 2.17 refers to a corresponding Article. For example, Section 2.4 has

the elections related to Article 4. The definitions in those Articles apply to the elections in the corresponding Section of this Article 2, and those elections have the same effective date as the corresponding Article. Each Section of this Article lists the default provisions which will apply if no election is made. If you accept the default(s), there is no need to complete the Section. There are no elective provisions which apply to Article 3 or Articles 41 through 51. The following are the defaults and a summary of the Articles for which there are no elections.

- Article 3. Requires safe harbor notice if QACA will use ACP safe harbor.
- Article 4. Does not permit Roth employer contributions.
- Article 5. Distributions of RMDs will not begin before a Participant turns 73.
- Article 6. Mandatory automatic enrollment applies unless a statutory exception is available
- Article 7. Special military spouse provisions are not available.
- Article 8. Plan will not match student loan repayments.
- Article 9. Otherwise excludable employees will not receive top heavy minimum contributions.
- Article 10. The cash-out limit is increased to \$7,000.
- Article 11. Emergency personal expense distributions are not available.
- Article 12. Domestic abuse victim distributions are not available.
- Article 13. Terminally ill individual distributions are not available.
- Article 14. Hardship sources for 403(b) plans are expanded.
- Article 15. Higher deferral limits for SIMPLE 401(k) plans are not available.
- Article 16. Optional eligibility adjustments to avoid
- Article 17. None of the optional elections with regard to LTPT Employees apply.
- Article 18. Higher catch-up contributions are available for participants age 60 – 63.
- Article 19. Qualified disaster recovery distributions are authorized as described in plan policies.
- Articles 20-40, Reserved.
- Article 41. Plan can adopt policy regarding documenting hardship distributions.
- Article 42. Three-year deadline for repayment of Qualified Birth and Adoption Distributions.
- Article 43. Permits retroactive increase in certain employer contributions.
- Article 44. Governmental 457(b) elections can be effective immediately.
- Article 45. The PPP or a named fiduciary is responsible for collection of PEP contributions.
- Article 46. Notices are not required for unenrolled participants.
- Article 47. Small deferral incentives allowed.
- Article 48. Sole proprietor can defer to retroactively adopted plan.
- Article 49. Governmental plan that permits distributions for health and long-term care insurance can make distribution directly to participant.
- Article 50. Permits rollovers from SIMPLE IRAs.

Check (a) or (b).

- (a) ☐ All defaults apply. *Skip the rest of Article 2 and sign the amendment.*
- (b) ☐ One or more defaults do not apply. *Complete those sections in Article 2 for which you do not accept the default; then sign the amendment.*

- 2.4 **Article 4 – Roth Employer Contributions.** In the absence of an election below, Article 4 does NOT apply. To permit a participant to elect Roth Employer Contributions, check (a). If Roth Employer Contributions are available, they are available for all types of vested contributions except as provided in Article 4, in elections (b), or (c) or in Plan policies. *(Select all that apply.)*

- (a) ☐ Article 4 applies to contributions made after _____. *(Enter date after December 29, 2022.)*
- (b) ☐ Roth Employer Contributions may be elected only with respect to the following contributions:
[Check all that apply]
- (1) ☐ ADP safe harbor contributions (nonelective or matching)
 - (2) ☐ ACP safe harbor matching contributions

- (3) ☐ Matching Contributions (other than ADP/ACP safe harbor contributions)
- (4) ☐ Nonelective Contributions (other than ADP safe harbor contributions)
- (5) ☐ Describe: _____ (must be definitely determinable and not subject to discretion, e.g., "prevailing wage contributions")
- (c) ☐ Describe additional limitations: _____ (must be definitely determinable and not subject to discretion)

2.5 **Article 5 – RMD Timing.** Unless Section 2.5(a) is selected, distribution of RMDs will begin for Affected Participants no sooner than April 1 of the calendar year following the year the Participant attains age 73.

- (a) ☐ Distribution of RMDs to Affected Participants will NOT be delayed on account of this Amendment (i.e., distributions will generally commence no later than April 1 of the calendar year following the year the Affected Participant attains age 72), in accordance with Section 5.5. This election is effective only for distributions from January 1, 2023 to July 31, 2023, or such earlier date that they would have been operationally discontinued.

2.6 **Article 6 – Automatic Enrollment.** The Employer makes the following optional elections with regard to the mandatory automatic enrollment provisions of Article 6:

- (a) ☐ Article 6 is effective _____. [Unless otherwise specified, Article 6 is effective on the first day of the first Plan Year beginning in 2025. Optionally, you may enter an earlier effective date, such as the first day of the 2024 Plan Year or the Effective Date of the Plan.]
- (b) ☐ The Plan will comply with Code §414A(b) and Article 6 is effective regardless of whether the Plan is exempt under Code §414A(c).
- (c) The Automatic Deferral Percentage is: (*Select one.*)
 - (1) ☐ **Default provision.** The amount otherwise determined under the automatic deferral provisions of the Plan, to the extent those provisions comply with Code §414A(b). In the absence of such provisions, the Automatic Deferral Percentage is 3% for each payroll period increasing 1% of Compensation on the first day of each Plan Year up to a maximum of 10% of Compensation.
 - (2) ☐ **10%.** 10% of Compensation for each payroll period.
 - (3) ☐ **Annual increase from 3% to at least 10%.** _____% (*not less than 3 nor more than 10*) for each payroll period increasing 1% of Compensation each year up to a maximum of _____% (*not less than 10 nor more than 15*) of Compensation. This escalation will apply as of the first day of each Plan Year unless otherwise specified in (d) below.
 - (4) ☐ **Plan.** The amount otherwise determined under the automatic deferral provisions of the Plan, to the extent those provisions comply with Code §414A(b).
- (d) ☐ The escalation described in (c)(3) will apply as of: (*select one of (1)-(4). If no selection is made, the escalation applies as of the first day of each Plan Year*)
 - (1) ☐ Each anniversary of the Participant's Employment/Reemployment Commencement Date
 - (2) ☐ each anniversary of the Participant's Entry Date.
 - (3) ☐ each anniversary of each calendar year.
 - (4) ☐ Describe: _____.
- (e) ☐ The Automatic Deferral is a Roth Elective Deferral. If this option is not selected, or if the Plan does not allow Roth Deferrals, the Automatic Deferral is a Pre-Tax Elective Deferral.
- (f) The Automatic Deferral applies to (*Select one*):
 - (1) ☐ **All Participants.** All Participants, regardless of any prior salary reduction agreement, unless and until they make a contrary election after the Notice Date.
 - (2) ☐ **Election of at least Automatic Deferral Percentage.** All Participants, except those who have in effect a salary reduction agreement on the Notice Date provided that the Elective Deferral amount under the Agreement is at least equal to the Automatic Deferral Percentage.
 - (3) ☐ **No existing salary reduction agreement.** All Participants, except those who have in effect a salary reduction agreement on the Notice Date regardless of the Elective Deferral amount under the Agreement. (*This is the default.*)

- (4) ☐ **Election of 0% or no existing salary reduction agreement.** All Participants, except those who have in effect a salary reduction agreement on the Notice Date provided that the Elective Deferral amount under the Agreement is greater than 0%.
- (5) ☐ **Describe.** _____.

2.7 **Article 7 – Military Spouse Provisions.** In the absence of an election below, Article 7 does NOT apply. To activate special provisions for military spouses, check (a).

- (a) ☐ Article 7 applies to contributions made after _____. (Enter date after December 31, 2022.)

2.8 **Article 8 – Match Student Loan Payments.** In the absence of an election below, Article 8 does NOT apply. To activate match for student loans, check (a).

- (a) ☐ Article 8 applies to matching contributions made after _____. (Enter date after December 31, 2023.)
- (b) ☐ Article 8 does not apply to: [Optional. Choose (1) or (2). Choose (3) if applicable.]
- (1) ☐ Collectively bargained employees.
- (2) ☐ Non-collectively bargained employees
- (3) ☐ Describe: _____ (may specify one or more unions whose employees do or do not participate. No other exclusions are available.)

2.9 **Article 9 – Top-heavy.** Article 9 APPLIES to exclude Otherwise Excludable Employees from receiving Top-heavy Minimum Contributions unless the Employer checks (a). It is effective with regard to contributions for plan years beginning after December 31, 2023, unless otherwise specified in (b).

- (a) ☐ Article 9 does not apply,
- (b) ☐ Article 9 applies to minimum contributions made after _____. (Enter date after December 31, 2023.)

2.10 **Article 10 – Increase in Cash-Out Limits.** \$5,000 Cash-Out Limits ARE increased to \$7,000, effective January 1, 2024, except as specified below.

- (a) ☐ Article 10 does not apply.
- (b) ☐ Article 10 applies effective on the first day of the first plan year beginning in 2024.
- (c) ☐ Article 10 applies to distributions made after _____. (Enter date after December 31, 2023.)
- (d) ☐ Article 10 applies even if the Plan previously provided for a lower limit (such as \$3,500 or \$1,000 for Mandatory Distributions)
- (e) ☐ Article 10 does **not** apply to the following Cash-Out Limits and therefore they are not increased as a result of this amendment: (Check one or more as and if applicable)
- (1) ☐ The limit on Mandatory Distributions
- (2) ☐ QJSA provisions
- (3) ☐ Any limit on the availability of distribution options other than lump sums
- (f) ☐ Unless otherwise specified in election (f)(1), this amendment does not modify any provision related to whether a Participant's vested benefit or balance includes rollover contributions for purposes of determining if a Mandatory Distribution exceeds the Cash-Out Limit.
- (1) ☐ In determining whether a Participant's vested benefit or account balance exceeds the limit on Mandatory Distributions, the Plan will disregard rollover contributions.
- (g) ☐ Describe additional modifications: _____
(E.g., lower limit. Must be definitely determinable and not subject to discretion).

2.11 **Article 11 – Emergency Personal Expense Distributions.** In the absence of an election below, Article 11 does NOT apply. To activate emergency personal expenses distributions (EPEDs), check (a).

- (a) ☐ Article 11 applies and Participants can receive EPEDs effective _____. (Enter date after December 31, 2023.)
- (b) ☐ EPEDs are available only for contributions in which the Participant is fully vested.
- (c) ☐ EPEDs may be elected only with respect to the following contributions: [Check all that apply]
- (1) ☐ Elective deferrals
 - (2) ☐ Safe harbor contributions
 - (3) ☐ Employer matching contributions
 - (4) ☐ Employer nonelective contributions
 - (5) ☐ QNECs and QMACs
 - (6) ☐ Rollover contributions
 - (7) ☐ After-tax employee contributions
 - (8) ☐ Transferred accounts
 - (9) ☐ Describe: _____ (must be definitely determinable and not subject to discretion)
- (d) ☐ EPEDs are not available if the Participant has severed employment.
- (e) ☐ The minimum amount of an EPED is _____. (Enter an amount less than \$1,000)
- (f) ☐ A Participant who has received an EPED may not receive another EPED from the Plan during the immediately following three calendar years.
- (g) ☐ Describe additional limitations: _____ (must be definitely determinable and not subject to discretion)

2.12 **Article 12 – Domestic Abuse Victim Distributions.** In the absence of an election below, Article 12 does NOT apply. To activate domestic abuse victim distributions (DAVDs), check (a).

- (a) ☐ Article 12 applies and Participants can receive DAVDs effective _____. (Enter date after December 31, 2023.)
- (b) ☐ DAVDs are available only for contributions in which the Participant is fully vested.
- (c) ☐ DAVDs may be elected only with respect to the following contributions: [Check all that apply]
- (1) ☐ Elective deferrals
 - (2) ☐ Safe harbor contributions
 - (3) ☐ Employer matching contributions
 - (4) ☐ Employer nonelective contributions
 - (5) ☐ QNECs and QMACs
 - (6) ☐ Rollover contributions
 - (7) ☐ After-tax employee contributions
 - (8) ☐ Transferred accounts
 - (9) ☐ Describe: _____ (must be definitely determinable and not subject to discretion)
- (d) ☐ DAVDs are not available if the Participant has severed employment.
- (e) ☐ The minimum amount of an DAVD is _____. (Enter an amount less than \$1,000)
- (f) ☐ A Participant who has received a DVAD may not receive another DVAD from the Plan during the immediately following _____ calendar years.
- (g) ☐ Describe additional limitations: _____ (must be definitely determinable and not subject to discretion)

2.13 **Article 13 – Terminally Ill Individual Distributions.** In the absence of an election below, Article 13 does NOT apply. To activate terminally ill individual distributions (TIIDs), check (a).

- (a) ☐ Article 12 applies and Participants can receive TIIDs effective _____. (Enter date after December 29, 2022.)
- (b) ☐ Describe additional limitations: _____ (must be definitely determinable and not subject to discretion)

2.14 **Article 14 – 403(b) Hardship Distribution Sources.** Hardship distributions from 403(b) plans, if and to the extent otherwise available under the plan, ARE available from the sources described in Article 14 except as indicated below.

- (a) ☐ Article 14 does not apply.
- (b) ☐ Article 14 applies effective as the first day of the first plan year beginning in 2024.
- (c) ☐ Article 14 applies to distributions made after _____. (Enter date after December 31, 2023.)
- (d) ☐ Describe additional modifications: _____
(E.g., distributions are not available from earnings; distributions are not available from employer contributions in custodial accounts; must be definitely determinable and not subject to discretion).

2.15 **Article 15 – Higher SIMPLE Deferrals.** In the absence of an election below, Article 15 does NOT apply. To activate higher deferral limits for a SIMPLE 401(k) plan, check (a) or (b). If Article 15 applies, it is effective for January 1, 2024, unless otherwise specified in (c).

- (a) ☐ Article 15 applies to deferrals.
- (b) ☐ Article 15 applies to deferrals for a calendar year only if the Employer does not exceed the Employee Threshold for that year.
- (a) ☐ Article 15 if effective as of January 1, 2025.

2.16 **Article 16 – Optional Adjustment to Eligibility Requirements to Avoid LTPT Rules.** Except as provided below or in Article 17, this Amendment does NOT modify the service requirements to make elective deferrals to a 401(k) plan. However, if Section 2.16(a)-(d) is selected, then in no event will an Employee be required to complete a period of service beyond that specified below to be eligible to defer. For examples, see Article 16. The provisions of this Section and Article 16 are effective January 1, 2024, unless otherwise specified in Section 2.16(e).

- (a) ☐ All Employees satisfy the service requirements to defer immediately upon hire.
- (b) ☐ All Employees satisfy the service requirements to defer ____ months after hire. (Enter number of months not exceeding 24)
- (c) ☐ All Employees satisfy the service requirements to defer after ____ (enter 1 or 2) Eligibility Computation Periods with at least 500 Hours of Service.
- (d) ☐ Describe: _____
(To avoid application of the LTPT rules, the plan must allow employees to defer prior to becoming LTPT Employees.)
- (e) ☐ Article 16 is effective as of _____.

2.17 **Article 17 – LTPT Employees.** The Employer makes the following optional elections with regard to LTPT Employees. (Select all that apply.)

- (a) ☐ **Provisions which apply to LTPT Employees.** An LTPT Employee, in addition to being eligible to defer will also be treated as a Regular Participant for purposes of (check any or all that apply):
 - (1) ☐ Receiving an allocation of the safe harbor contributions (including QACA).
 - (2) ☐ Receiving an allocation of Employer matching contributions.
 - (3) ☐ Receiving an allocation of Employer nonelective contributions.
 - (4) ☐ Receiving an allocation of top-heavy minimum contributions.
 - (5) ☐ Making after-tax Employee voluntary contributions.
 - (6) ☐ Making rollover contributions.
 - (7) ☐ Making deemed IRA contributions described in Code §408(q).
- (b) ☐ **Provisions which do not apply to LTPT Employees.** The following provisions which apply to Regular Participants do not apply to LTPT Employees (check any or all that do not apply to LTPT Employees):
 - (1) ☐ The ability to make Roth elective deferrals.
 - (2) ☐ Automatic deferral provisions.

- (3) ☐ Automatic escalation provisions.
- (4) ☐ The ability to make catch-up contributions.
- (c) ☐ **LTPT Entry Dates.** LTPT Entry Dates will be determined as described in Section 17.8(b) except as indicated below (*select one*):
 - (1) ☐ The same as the entry date which applies to Elective Deferrals of Regular Participants.
 - (2) ☐ The first day of the plan year quarter following the date the employee becomes an LTPT Employee.
 - (3) ☐ The first day of the month following the date the employee becomes an LTPT Employee.
 - (4) ☐ Describe: _____
- (d) ☐ **Hours of Service.** Determination of hours of service to be an LTPT Employee will be determined as described in Section 17.8(i) except as indicated below: [*Select (1), (2), or (3). Complete (4) if applicable.*]
 - (1) ☐ Actual hours of service.
 - (2) ☐ Actual hours of service for hourly paid employees and the equivalency method (see (4)) for others.
 - (3) ☐ The equivalency method specified in (4).
 - (4) ☐ The equivalency method is ☐ 10 hours per day; ☐ 45 hours per week; ☐ 90 hours bi-weekly; ☐ 95 hours semi-monthly; ☐ 190 hours per month
- (e) ☐ **LTPT Years.** LTPT Years will be determined as described in Section 17.8(h) except as indicated below:
 - (1) ☐ Subsequent periods following the first LTPT Year are based on anniversaries of the employment commencement date.
 - (2) ☐ Subsequent periods following the first LTPT Year are based on the Plan Year.
- (f) **Describe.** Describe additional provisions which apply to LTPT Employees: _____

2.18 **Article 18 – Higher Catch-Up Contributions at Ages 60 to 63.** Article 18, permitting additional catch-up deferrals for Participants ages 60, 61, 62, and 63 APPLIES for the 2025 calendar year, except as indicated below.

- (a) ☐ Article 18 does NOT APPLY.

2.19 **Article 19 – Qualified Disaster Recovery Distributions.** The Plan Administrator may adopt a disaster relief policy, as described in Article 19, which includes the ability to make Qualified Disaster Recovery Distributions (QDRDs), except as limited below:

- (a) ☐ The Plan is not authorized to provide QDRDs and Sections 19.3 and 19.4 do NOT APPLY.
- (b) ☐ QDRDs are available only for contributions in which the Participant is fully vested.
- (c) ☐ QDRDs may be distributed only with respect to the following contributions: [Check all that apply]
 - (1) ☐ Elective deferrals
 - (2) ☐ Safe harbor contributions
 - (3) ☐ Employer matching contributions
 - (4) ☐ Employer nonelective contributions
 - (5) ☐ QNECs and QMACs
 - (6) ☐ Rollover contributions
 - (7) ☐ After-tax employee contributions
 - (8) ☐ Transferred accounts
 - (9) ☐ Describe: _____ (*must be definitely determinable and not subject to discretion*)

ARTICLE 3 QACA PLANS – SECURE 2.0 §401

- 3.1 **Application.** This Article 3 will apply only if the Plan is a Qualified Automatic Contribution Arrangement (“QACA”) described in Code §401(k)(13). This Article is effective as of the first day of the first plan year beginning in 2020, or such later date as the Plan is a QACA.
- 3.2 **Safe harbor notice required to use ACP safe harbor.** The Plan is required to provide a safe harbor notice, as described in Code §401(k)(13)(E), if the plan utilizes the ACP safe harbor described in Code §401(m)(12).

ARTICLE 4 ROTH EMPLOYER CONTRIBUTIONS – SECURE 2.0 §604

- 4.1 **Application.** This Article 4 will apply only if (1) the Plan is a Defined Contribution Plan, a 403(b) Plan, or a Governmental 457(b) Plan, and (2) the Employer elects in Section 2.4(a) for this Article 4 to apply, effective on the date specified in Section 2.4(a).
- 4.2 **Election Authorized.** A Participant may elect, subject to the limitations provided in this Article, Section 2.4, and any additional policies adopted by the Employer or Plan Administrator, that some or all Employer Contributions for the Participant which are nonforfeitable at the time contributed will be characterized as Roth Employer Contributions. The Participant may make an election with regard to an Employer Contribution only if the Participant is fully vested in that contribution. For example, if a Participant is only 40% vested in Matching Contributions, the Participant cannot make the election with regard to any Matching Contributions.
- 4.3 **Treatment; Separate Accounting.** The Plan Administrator will establish one or more Roth Employer Contribution Accounts for each Participant who elects Roth Employer Contributions. The Plan Administrator will credit only Roth Employer Contributions and earnings thereon (allocated on a reasonable and consistent basis) to such an Account. Except as otherwise provided by law or as the circumstances may require, the Plan Administrator will treat a Roth Employer Contribution as the corresponding Pretax Employer Contribution. For example, a safe harbor matching contribution that the Participant has elected to treat as a Roth Employer Contribution shall be subject to the same rules that apply to other safe harbor matching contributions.
- 4.4 **Operating Rules.** Participant elections under this Article will be governed by the principles of Treas. Reg. §1.401(k)-1(f). The Participant must make any designation of an Employer Contribution as a Roth contribution no later than the time that the contribution is allocated to the Participant’s account and the election must be irrevocable. Roth Employer Contributions are subject to inclusion treatment and separate accounting rules. In addition, to the extent the Plan permits a Participant to designate Employer Contributions as Roth contributions, the Participant must have an effective opportunity to make (or change) that designation at least once during each Plan Year. However, if a Participant validly elected to receive a Pretax or Roth Employer Contribution, and the Plan Administrator or a vendor mistakenly classified it incorrectly, the Plan Administrator will re-classify the contribution, plus the earnings thereon, as the Participant had elected prior to the contribution. The Plan will not treat Roth Employer Contributions as Compensation for any purpose.
- 4.5 **Definitions.** The following definitions apply for this Article 4 and Section 2.4:
- (a) An “**Employer Contribution**” is a Matching Contribution or a Nonelective Contribution.
 - (b) A “**Matching Contribution**” is (1) any matching contribution described in section 401(m)(4)(A), and (2) any contribution to a Governmental 457(b) on behalf of a Participant and on account of such Participant’s elective deferral under such plan.
 - (c) A “**Nonelective Contribution**” is a contribution made by the Employer which is not an elective deferral or a Matching Contribution.

- (d) A “**Roth Employer Contribution**” is a contribution described in Code §402A(a)(2) or (3). Such contributions are not excludable from the Participant’s income and are nonforfeitable.
- (e) A “**Pretax Employer Contribution**” is an Employer Contribution which is not a Roth Employer Contribution.

ARTICLE 5

REQUIRED MINIMUM DISTRIBUTIONS – SECURE 2.0 §§107, 201, 202, 204

- 5.1 **Application.** This Article 5 will apply to all plans, regardless of type. It is effective with regard to RMDs required to be made after December 31, 2022. For calendar years beginning after 2024, the plan will make RMDs as required by Treas. Reg. §1.401(a)(9)-1 through -9, and, to the extent they are consistent with such regulations, the provisions of the Plan as amended by this Article.
- 5.2 **Delay of Required Beginning Date.** An Affected Participant’s RBD shall not be earlier than April 1 of the calendar year following the year the Affected Participant attains age 73. For purposes of determining an Affected Participant’s RBD, an Affected Participant will be treated as a more than 5% owner if the Participant was a 5-percent owner (as defined in Code §416(i)(1)(B)) as to the Plan Year ending in the calendar year the Participant attains age 73.
- 5.3 **Spousal Distributions.** If an Affected Participant dies prior to the Participant’s RBD, and the Participant’s sole Designated Beneficiary is the Participant’s surviving spouse, then the RMDs to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 73, if later. However, this Section will apply only if the Plan, prior to this Amendment, permitted a surviving spouse to delay RMD distributions to December 31 of the calendar year in which the Participant would have attained age 72 or 70½.
- 5.4 **Spousal election.** This Section 5.4 applies if the Plan is a Defined Contribution Plan. This Section is effective January 1, 2024. It is limited to situations in which a Participant dies and his or her surviving spouse is the sole designated beneficiary.
 - (a) If the Participant dies before the RBD, then life expectancy RMDs to the spouse shall be determined under the ULT if the Participant would have attained RMD Age after 2023.
 - (b) If the Participant dies on or after the RBD, then, unless the surviving spouse elects otherwise, life expectancy distributions to the spouse shall be determined under the ULT, as described more fully in Prop. Treas. Reg. §1.401(a)(9)-5(g)(3)(ii)(C), if the Participant died after 2022.
- 5.5 **Roth accounts.** In determining the amount of an RMD to be paid to a Participant from a Defined Contribution Plan for a DCY beginning after December 31, 2023, the Plan shall disregard amounts in designated Roth accounts (as defined in Code §402A(b)(2)). This provision will not apply to DCYs beginning after the Participant’s death.
- 5.6 **Optional Distribution Timing.** If the Employer elects in Section 2.5(a) for this Section 5.6 to apply, the timing and form of distributions to an Affected Participant for the 2023 DCY will be determined as though Sections 5.2 and 5.3 had not been adopted. This provision will cease to be effective for distributions after July 31, 2023, or at such earlier time as it was operationally discontinued. Distributions pursuant to this paragraph, which are not RMDs, will be treated as eligible rollover distributions for purposes of the direct rollover provisions of Code §401(a)(31), except to the extent otherwise permitted in IRS guidance.
- 5.7 **Commercial Annuities.** The Plan Administrator may adopt and implement nondiscriminatory policies relating to the purchase and use of commercial annuities in connection with RMDs. Such policies shall comply with Code §401(a)(9), and with IRS guidance as modified by SECURE §§201, 202, and 204.
- 5.8 **Definitions.** The following definitions apply for this Article 5:

- (a) A Participant is an “**Affected Participant**” if the Participant was born after December 31, 1950.
- (b) An “**RMD**” is a Required Minimum Distribution as described in Code §401(a)(9).
- (c) A Participant’s “**RBD**” is the Participant’s Required Beginning Date as described in Code §401(a)(9)(C), as amplified by Section 5.2.
- (d) A Participant’s “**RMD Age**” is age 70½ if the Participant was born before July 1, 1949, age 72 if the Participant was born between July 1, 1949 and December 31, 1950, age 73 if the Participant was born between January 1, 1951 and December 31, 1959, and otherwise age 75.
- (e) A “**DCY**” is a Distribution Calendar Year as defined in Treas. Reg. §1.401(a)(9)-5.
- (f) “**Life Expectancy RMDs**” means distributions under Code §401(a)(9)(B)(iii) or under Treas. Reg. §1.401(a)(9)-6, as further set forth in the Plan.
- (g) The “**ULT**” is the Uniform Lifetime Table in Treas. Reg. §1.401(a)(9)-9(c).

ARTICLE 6 AUTOMATIC ENROLLMENT – SECURE 2.0 §101

- 6.1 **Application; Effective Date.** This Article 6 will apply to 401(k) Plans and to 403(b) Plans which permit elective deferrals, other than SIMPLE plans which comply with Code §401(k)(11), governmental plans described in Code §414(d), and church plans described in Code §414(e). It is effective as of the first day of the first Plan Year beginning in 2025 unless an earlier effective date is specified in Section 2.6.
- 6.2 **Compliance.** The Plan will comply with the requirements of Code §414A(b) unless the Plan is exempted from doing so pursuant to Code §414A(c). If the Plan is exempted, the balance of this Article will not apply unless otherwise specified in Section 2.6. The Plan Administrator may adopt policies and procedures as needed or useful to implement and apply this Article.
- 6.3 **EACA.** This Plan will be administered as an Eligible Automatic Contribution Arrangement (EACA), as described in Code §414(w) and Treas. Reg. §1.414(w)-1, which may be further described in the Plan. All Employees eligible to make elective deferrals are “covered employees,” as that term is used in Treas. Reg. §1.414(w)-1(e)(3), whether or not they file or have previously filed an affirmative election. In the absence of other elections in Section 2.6, (a) the Automatic Deferral Percentage the amount otherwise determined under the automatic deferral provisions of the Plan, to the extent those provisions comply with Code §414A(b), or in the absence of such provisions, 3% for each payroll period increasing 1% of Compensation on the first day of each Plan Year up to a maximum of 10% of Compensation; and (b) the Automatic Deferral will apply to all Participants, except those who have in effect a salary reduction agreement on the Notice Date regardless of the Elective Deferral amount under the Agreement.
- 6.4 **Permissible Withdrawals.** Participants shall be eligible to demand and receive Permissible Withdrawals described in Code §414(w) and Treas. Reg. §1.414(w)-1, which may be further described in the Plan.
- 6.5 **QDIAs.** Elective deferrals contributed under the Plan for which no investment is elected by the Participant, shall be invested in a Qualified Default Investment Alternative in accordance with the requirements of DOL Reg. §2550.404c-5 (or any successor regulation).
- 6.6 **Definitions.** The following definition applies for this Article 6 and Section 2.6:
 - (a) The “**Notice Date**” is the date the Plan provides the first EACA Notice described in Treas. Reg. §1.414(w)-1(b)(3) pursuant to this Article.

- (b) An “**Automatic Deferral**” is an Elective Deferral that results from the operation of this Article. Under the Automatic Deferral, the Employer automatically will reduce by the Automatic Deferral Percentage the Compensation of each Participant subject to the Automatic Deferral, except those Participants who timely make a Contrary Election.
- (c) “**Compensation**” for purposes of determining the amount of Automatic Deferrals by applying the Automatic Deferral Percentage means Compensation for purposes of allocating Elective Deferrals under the Plan.
- (d) A “**Contrary Election**” is a Participant's election made after the Notice Date not to be subject to Automatic Deferrals, including an election not to defer any Compensation or to defer an amount which is more or less than the Automatic Deferral Percentage.

ARTICLE 7 MILITARY SPOUSE PROVISIONS – SECURE 2.0 §112

- 7.1 **Application.** This Article 7 will apply only if (1) the Plan is a Defined Contribution Plan and (2) the Employer elects in Section 2.7(a) for this Article to apply. It is effective on the date indicated in Section 2.7(a)
- 7.2 **Special Provisions for Military Spouses.** The following provisions apply to Military Spouses.
 - (a) A Military Spouse will enter the Plan not later than 2 months after the date on which the Military Spouse begins employment with the Employer.
 - (b) A Military Spouse will have a 100% vested (nonforfeitable) right in all Employer contributions under the Plan.
 - (c) A Military Spouse will, upon entry into the Plan, be immediately eligible to receive Employer contributions under the Plan at the same rate as a similarly situated Participant who is not a Military Spouse would be eligible to receive under the Plan after 2 Years of Service.
- 7.3 **Definitions.** The following definitions apply for this Article 7 and Section 2.7:
 - (a) A “**Military Spouse**” is an individual who (a) is an Employee of the Employer, (b) is not a Highly Compensated Employee of the Employer, (c) is married on the Employee’s date of hire to an individual who is a member of the uniformed services (as defined in 10 USC §101(a)(5)) serving on active duty. The Employer may rely on the Employee’s certification that the Employee’s spouse is a member of the uniformed services if such certification provides the name, rank, and service branch of the spouse.
 - (b) The “**Employer**” includes the Employer maintaining the Plan and all businesses related to the Employer under Code §414(b), (c), (m), or (o).

ARTICLE 8 MATCH STUDENT LOAN REPAYMENTS – SECURE 2.0 §110

- 8.1 **Application.** This Article 8 will apply only if (1) the Plan is a 401(k) Plan, a 403(b) plan or a Governmental 457(b) plan and (2) the Employer elects in Section 2.8(a) for this Article to apply. It is effective on the date indicated in Section 2.8(a). The Plan Administrator may establish reasonable administrative procedures to implement this Article.
- 8.2 **Student loan matching contributions.** The Employer will make Student Loan Matching Contributions. Student Loan Matching Contributions for a Plan Year at the same rate as Deferral Matching Contributions for that Plan Year. Such contributions shall vest at the same rate as Deferral Matching Contributions. All Participants eligible to receive allocations of Deferral Matching Contributions, and only such Participants, are eligible to receive allocations of Student Loan Matching Contributions. However, the Employer, in Section

2.8(b), may specify that Participants in a disaggregated plan under Treas. Reg. §1.410(b)-7(c)(4) with regard to collectively bargained employees (see Treas. Reg. §1.410(b)-7(c)(4)(ii)(B)) will not be eligible to receive allocations of Student Loan Matching Contributions.

8.3 Nondiscrimination and related rules. The following rules apply to Student Loan Matching Contributions:

- (a) For purposes of Section 8.2, and the coverage and nondiscrimination requirements of Code §401(a)(4) and §410(b), and any related Plan provisions, Student Loan Matching Contributions shall not be treated as being unavailable to a Participant solely because the Participant does not have a Qualified Education Loan.
- (b) Student Loan Payments shall be treated as elective deferrals solely for purposes of satisfying safe harbor requirements of Code §401(k)(11), (12), (13), or (16), or §401(m)(11), (12), or (13) and any related Plan provisions. They shall not otherwise be treated as elective deferrals or as contributions to the Plan.
- (c) In determining whether the Plan, if it is a 401(k) plan, satisfies the requirements of the ADP Test, the Plan may apply the Test separately with regard to all the employees who receive allocations of Student Loan Matching Contributions, in accordance with Notice 2024-63 or any subsequent guidance.
- (d) The Plan Administrator may rely on a Participant's certification of Qualified Student Loan Payments. The Plan Administrator may establish reasonable procedures to verify Qualified Student Loan Payments and for a Participant to claim Student Loan Matching Contributions. In connection with such procedures, the Plan Administrator may impose an annual deadline, not sooner than three months after the close of the Plan Year, by which a claim must be made.
- (e) The Plan may allocate Student Loan Matching Contributions annually, or more often, even if that differs from the frequency of allocating Deferral Matching Contributions.

8.4 Limitation. The maximum QSLP for a Plan Year is the excess of the applicable limitation under Section 402(g) on the first day of the Plan Year (or, if less, the Participant's total compensation as described under Code §415(c)(3)), reduced by the Participant's elective deferrals for the year.

8.5 Certification. A payment is a QSLP for a Plan Year only if the Plan receives certification of the following information with regard to the payment: (1) the amount of the loan payment; (2) the date of the loan payment; (3) that the payment was made by the Participant; (4) that the loan being repaid is a qualified education loan and was used to pay for qualified higher education expenses of the Participant, the Participant's spouse, or the Participant's dependent; and (5) that the loan was incurred by the Participant. This certification may be provided in any manner consistent with Notice 2024-63, or any subsequent guidance.

8.6 Definitions. The following definitions apply for this Article 8 and Section 2.8:

- (a) A “**Student Loan Matching Contribution**” is a matching contribution on account of a Participant's Qualified Student Loan Payments.
- (b) A “**Qualified Student Loan Payment**” or “**QSLP**” means a payment made by a Participant during a Plan Year in repayment of a Qualified Education Loan incurred by the Participant to pay Qualified Higher Education Expenses of the Participant, the Participant's spouse, or the Participant's dependent, but only (1) if the employee completes the certification requirements of Section 8.5 with regard to such loan, and (2) to the extent such payments in the aggregate for the Plan Year do not exceed the limitation described in Section 8.4. A loan is incurred by the participant only if the Participant has a legal obligation to make the payment under the terms of the loan. A payment qualifies as a QSLP only for the Plan Year in which the payment is made. The Employer may require as a condition of treating a payment as a QSLP that the payment be made through payroll deduction.
- (c) A “**Qualified Education Loan**” means a loan defined in Code §221(d)(1).

- (d) **“Qualified Higher Education Expenses”** means 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)).
- (e) A **“Deferral Matching Contribution”** is a matching contribution on account of a Participant’s elective deferrals.
- (f) The **“ADP Test”** means the test described in Code §401(k)(3)(A)(ii), and the corresponding Plan provisions.

ARTICLE 9 TOP-HEAVY CONTRIBUTIONS – SECURE 2.0 §310

- 9.1 **Application.** This Article 9 will apply if the Plan is a Defined Contribution Plan unless the Employer elects in Section 2.9(a) for this Article not to apply. It is effective for Plan Years beginning after December 31, 2023, unless otherwise specified in Section 2.9(b).
- 9.2 **No Top-heavy Contributions for Otherwise Excludable Employees.** The Employer is not required to make a Top-heavy Contribution for a Participant who is an Otherwise Excludable Employee. This Article does not impact the entitlement of an Otherwise Excludable Employee to any other contribution or benefit under the Plan.
- 9.3 **Definitions.** The following definitions apply for this Article 9 and Section 2.9:
 - (a) A **“Top-heavy Contribution”** is a contribution described in Code §416(c). The Plan may describe this as a “Top-heavy Minimum Allocation.”
 - (b) An **“Otherwise Excludable Employee”** means any Employee not meeting the age or service requirements of Code §410(a)(1) (without regard to subparagraph (B) thereof).

ARTICLE 10 INCREASE IN CASH-OUT LIMIT – SECURE 2.0 §304

- 10.1 **Application.** This Article 10 will apply unless the Employer elects in Section 2.10(a) for this Article not to apply. It is effective for distributions made after December 31, 2023, unless Section 2.10(b) or (c) is selected.
- 10.2 **\$7,000 Limit.** Any reference in the Plan to a Cash-Out Limit of \$5,000 shall be increased to \$7,000. If Section 2.10(d) is selected, the \$7,000 Cash-Out Limit applies regardless of the corresponding limit prior to this amendment. This Article is subject to any modifications described in Section 2.10. In no event shall the limit on automatic rollovers of Mandatory Distributions under Code §401(a)(31)(B) be less than the limit on Mandatory Distributions.
- 10.3 **Definitions.** The following definitions apply for this Article 10 and Section 2.10
 - (a) For a Qualified Plan or a 403(b) Plan, the **“Cash-Out Limits”** are the limit on Mandatory Distributions, QJSA Provisions, and any limit on the availability of distribution options other than lump sum distributions. For a 457(b) Plan, the **“Cash-Out Limit”** is the limit on de minimis distributions under Treas. Reg. §1.457-6(e).
 - (b) **“Mandatory Distributions”** refer to distributions described in Code §411(a)(11) which may be immediately distributed without the consent of the Participant.
 - (c) **“QJSA Provisions”** refer to the ability to immediately distribute (pursuant to Code §417(e)(1)) amounts that would otherwise be subject to the qualified joint and survivor annuity or qualified preretirement survivor annuity provisions of Code §401(a)(11) and Code §417 or to any analogous provision in the Plan. The QJSA

Provisions include the limitation on making certain loans without spousal consent provided under Treas. Reg. §1.401(a)-20, Q&A 24.

ARTICLE 11 EMERGENCY PERSONAL EXPENSE DISTRIBUTIONS – SECURE 2.0 §115

- 11.1 **Application.** This Article 11 will apply only if (1) the Plan is a Defined Contribution Plan, a 403(b) plan or a Governmental 457(b) plan and (2) the Employer elects in Section 2.11(a) for this Article to apply. It is effective on the date indicated in Section 2.11(a)
- 11.2 **Distribution Authorized.** Except as limited by Section 2.11, a Participant may request a distribution of up to the Maximum Amount as an EPED. The Participant may request the distribution whether or not the Participant has severed employment unless Section 2.11(d) is selected. However, if the Plan is a Money Purchase Pension Plan (or the account from which the distribution is withdrawn was transferred from a Money Purchase Pension Plan), and the Participant has not separated from service, the Participant may not take an EPED prior to attaining the earlier of Normal Retirement Age or age 59½. The Plan Administrator may adopt a policy imposing reasonable administrative conditions for EPEDs.
- 11.3 **Definitions.** The following definitions apply for this Article 11 and Section 2.11:
- (a) An “**EPED**” is an Emergency Personal Expense Distribution described in Code §72(t)(2)(I)(iv) and Notice 2024-55, §A for the purposes of meeting unforeseeable or immediate financial needs relating to necessary personal or family emergency expenses.
- (b) The “**Maximum Amount**” with regard to any Participant is the lesser of (i) \$1,000 or (ii) the excess of the participant’s vested interest in the accounts available for an EPED (as limited in Section 2.11) over \$1,000. The Maximum Amount shall be reduced by EPEDs to the Participant from any plan maintained by the Related Employer Group.
- (c) A plan maintained by the “**Related Employer Group**” includes any plan maintained by the Employer or by any related employer described in Code §414(b), (c), (m), or (o).
- 11.4 **Rollover.** A Participant who received one or more EPEDs from this Plan may, if the Plan then permits the Participant to make rollover contributions, make one or more contributions in an aggregate amount not to exceed the amount of such EPEDs. Such contributions may be made at any time during the 3-year period beginning on the day after the date on which such distribution was received. The Plan will treat such a contribution as a rollover contribution made by direct trustee-to-trustee transfer within 60 days of distribution.
- 11.5 **Reliance.** The Plan Administrator may rely on an individual’s written or electronic representation that the individual is eligible to receive an EPED.
- 11.6 **Timing.** In no event shall a Participant receive more than one EPED in a calendar year from any plan maintained by the Related Employer Group. If a Participant receives an EPED during a calendar year, the Participant shall not be eligible to receive another EPED during the following three calendar years if (1) Section 2.11(f) is selected, or (2) the Participant has not “repaid” the distribution. The Participant will be treated as having repaid the distribution if the sum of the Participant’s elective deferrals, after-tax contributions, and contributions made under Section 11.4 made after receiving the EPED are at least equal to the amount of the EPED.

ARTICLE 12 DOMESTIC ABUSE VICTIM DISTRIBUTION (DAVD) – SECURE 2.0 §314

- 12.1 **Application.** This Article 12 will apply only if (1) the Plan is a 401(k), a Profit-Sharing Plan, a 403(b) plan or a Governmental 457(b) plan and (2) the Employer elects in Section 2.12(a) for this Article to apply. However,

it will not apply to a plan subject to the joint and survivor annuity rules of Code §401(a)(11) and Code §417. It is effective on the date indicated in Section 2.12(a)

12.2 **Distribution Authorized.** Except as limited by Section 2.12, a Participant may request a distribution of up to the Maximum Amount as a DAVD. The Participant may request the distribution whether or not the Participant has severed employment unless Section 2.12(d) is selected. The Plan Administrator may adopt a policy imposing reasonable administrative conditions for DAVDs.

12.3 **Definitions.** The following definitions apply for this Article 12 and Section 2.12:

(a) A “**DAVD**” is an “eligible distribution to a domestic abuse victim” described in Code §72(t)(2)(K)(iii) and Notice 2020-54, §B. A distribution is a DAVD only if it is made to an individual during the one-year period beginning on any date on which the individual is a victim of Domestic Abuse by a spouse or domestic partner.

(b) “**Domestic Abuse**” means 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.

(c) The “**Maximum Amount**” with regard to any Participant is the lesser of (i) \$10,000 (adjusted for changes in the cost-of-living under Code §72(t)(2)(K)(vii)) or (ii) 50% of the Participant’s vested interest in the accounts available for a DAVD (as limited in Section 2.12). The Maximum Amount shall be reduced by DAVDs to the Participant any plan maintained by the Employer or by any related employer described in Code §414(b), (c), (m), or (o).

12.4 **Rollover.** A Participant who received one or more DAVDs from this Plan may, if the Plan then permits the Participant to make rollover contributions, make one or more contributions in an aggregate amount not to exceed the amount of such DAVDs. Such contributions may be made at any time during the 3-year period beginning on the day after the date on which such distribution was received. The Plan will treat such a contribution as a rollover contribution made by direct trustee-to-trustee transfer within 60 days of distribution.

12.5 **Reliance.** The Plan Administrator may rely on an individual’s written or electronic representation that (1) the individual is eligible for a domestic abuse victim distribution and (2) the distribution is made during the 1-year period beginning on any date on which the individual is a victim of domestic abuse.

ARTICLE 13 TERMINALLY ILL INDIVIDUAL DISTRIBUTION (TIID) – SECURE 2.0 §326

13.1 **Application.** This Article 13 will apply only if the Employer elects in Section 2.13(a) for this Article to apply and the Plan is a Qualified Plan or a 403(b) Plan. It is effective on the date indicated in Section 2.13(a)

13.2 **Distribution Authorized.** Except as limited by Section 2.13, a Participant who is otherwise entitled under the terms of the Plan to an in-service distribution may request that the in-service distribution be characterized as a Terminally Ill Individual Distribution (TIID). This provision is subject to any applicable limitations or special rules in Section 2.13(b). The Plan will not characterize a distribution as a TIID if it is made after the Participant has severed employment with the Employer.

13.3 **Definition.** The following definition applies for this Article 13 and Section 2.13:

(a) A “**TIID**” is a distribution described in Code §72(t)(2)(L) and Notice 2024-2, §F, made to a terminally ill individual (as defined in Notice 2024-2, Q&A F-4) on or after the date the individual has been certified by a physician as having a terminal illness. The Plan Administrator must receive a copy of the physician’s certificate, as described in Notice 2024-2 Q&A F-6 and F-13, prior to making the distribution.

- 13.4 **Rollover.** A Participant who received one or more TIIDs from this Plan may, if the Plan then permits the Participant to make rollover contributions, make one or more contributions in an aggregate amount not to exceed the amount of such TIIDs. Such contributions may be made at any time during the 3-year period beginning on the day after the date on which such distribution was received. The Plan will treat such a contribution as a rollover contribution made by direct trustee-to-trustee transfer within 60 days of distribution.

ARTICLE 14 INCREASE IN 403(B) HARDSHIP SOURCES – SECURE 2.0 §602

- 14.1 **Application.** This Article 14 will apply if the Plan is a 403(b) Plan unless the Employer elects in Section 2.14(a) for this Article not to apply or the Plan does not provide for hardship distributions. It applies for distributions after December 31, 2023, unless 2.14(b) or (c) is selected.
- 14.2 **Modification of amounts that may be withdrawn on account of a hardship.** Except as otherwise provided in Section 2.14(d), in addition to amounts which can be withdrawn on account of hardship prior to this amendment, the following amounts are available for hardship distributions: QNECs (defined in Code §401(k)(3)(D)(ii)(I)), QMACs (defined in Code §401(m)(4)(C)), and the earnings on such amounts and on elective deferrals.

ARTICLE 15 INCREASE IN SIMPLE 401(K) DEFERRAL LIMIT – SECURE 2.0 §117

- 15.1 **Application.** This Article 15 will apply only if the Plan is a SIMPLE 401(k) plan subject to Code §401(k)(11) and Employer elects in Section 2.15(a) or (b) for this Article to apply. It is effective as of January 1, 2024, unless otherwise specified in Section 2.15(c).
- 15.2 **Increased Limits.** The maximum amount of elective deferrals a Participant can make to the Plan in a calendar year is the adjusted dollar amount described in Code §408(p)(2)(E)(ii). If the plan permits catch-up contributions described in Code §414(v), the maximum catch-up contribution is the applicable dollar amount described in Code §414(v)(2)(iii).
- 15.3 **Increased Contributions.** If the Employer exceeds the Employee Threshold for a calendar year, then the required Employer Contribution for that year shall be a nonelective contribution of 3% of SIMPLE Compensation (as defined in Treas. Reg. §1.401(k)-4(e)(5)) for each Participant whose SIMPLE Compensation is at least \$5,000, or a matching contribution equal to 100% of each such Participant's elective deferrals but not exceeding 4% of SIMPLE Compensation or such lower percentage as the Employer may elect under Code §408(p)(2)(C)(ii)(II).
- 15.4 **Participant Notice.** The annual notice to Participants described in Treas. Reg. §1.401(k)-4(d)(3) will include a description of the increased limits pursuant to Section 15.2 and, if applicable, the increased Employer contributions under Section 15.3.
- 15.5 **Definitions.** The following definition applies for this Article 15 and Section 2.15:

(a) The Employer exceeds “the Employee Threshold” for a calendar year if the Employer had more than 25 Employees who received at least \$5,000 of Compensation from the Employer for the preceding calendar year, as determined under the rules of Notice 2024-2, Q&A E-3.

ARTICLE 16 OPTIONAL ADJUSTMENT IN ELIGIBILITY REQUIREMENTS TO AVOID LTPT RULES

- 16.1 **Application.** This Article 16 will apply to 401(k) Plans, but only if the Employer makes a selection in Section 2.16. It is effective on the date specified in Section 2.16(e), or, if none, January 1, 2024.
- 16.2 **Modification of service requirement.** No Employee shall be required to complete a period of service beyond that specified in Section 2.16 to make elective deferrals. For example, suppose the Plan otherwise provides

that Employees in general are eligible to defer 6 months after hire, but part-time Employees are excluded from the Plan until they have a Year of Service, and that the Employer selects 2.16(b), providing that Employees satisfy the service requirements to defer 36 months after hire. In that case, Employees in general would still be eligible to defer 6 months after hire, but part-time Employees would satisfy the service conditions to be able to defer on the earlier of completion of one Year of Service or the passage of 36 months from the hire date. Other eligibility conditions unrelated to age and service still apply and the entry date provisions of the plan still apply. The word “hire” refers to an Employee’s employment commencement date as described in DOL Reg. §2530.202-2.

ARTICLE 17

LONG-TERM PART-TIME EMPLOYEES – SECURE §112; SECURE 2.0 §125

- 17.1 **Application.** This Article 17 will apply if the Plan is a 401(k) Plan that permits elective deferrals, for Plan Years beginning after December 31, 2020. This Article applies to 403(b) Plans subject to ERISA that permit elective deferrals, for Plan Years beginning after December 31, 2024. It does not apply to any other Plans (including 403(b) Plans which are not subject to ERISA). It specifically supersedes any prior or contemporaneous amendment addressing LTPT Employees. It is intended to comply with Prop. Treas. Reg. §1.401(k)-5 and (in the case of a 403(b) Plan, Notice 2024-73) shall be interpreted and applied accordingly.
- 17.2 **LTPT Employee Deferrals.** An LTPT Employee will be eligible to make Elective Deferrals to the Plan. An LTPT Employee enters the Elective Deferral portion of the Plan on the Employee’s LTPT Entry Date if the Employee is still an LTPT Employee and satisfies the Other Conditions of the Plan on that Entry Date. The provisions of the Plan relating to rehired employees, breaks in service, and change in status will apply to LTPT Employees.
- 17.3 **Limited Participation.** An LTPT Employee who is eligible to make Elective Deferrals under Section 17.2 will be a Participant solely with regard to Elective Deferrals and related Account Balances. Except as otherwise provided in Section 2.17(a), an LTPT Employee will not be eligible (1) to receive any employer contributions, including top-heavy minimum allocations and safe harbor contributions, (2) to make after-tax Employee voluntary contributions, (3) to make rollover contributions (unless otherwise permitted under the Plan’s administrative policies related to rollover contributions), or (4) to make deemed IRA contributions described in Code §408(q).
- 17.4 **Satisfaction of Eligibility Conditions.** On the first day of the first Plan Year on or after the date an LTPT Employee becomes a Regular Participant, the individual will no longer be an LTPT Employee, but will instead participate in the Plan in the same manner as other Regular Participants, except as provided in Section 17.5.
- 17.5 **Vesting.** For purposes of applying any vesting schedule in the Plan applicable to Employer contributions other than elective deferrals, an LTPT Employee or a Former LTPT Employee (1) will be credited with a Year of Service for each vesting computation period during which the Employee was credited with at least 500 Hours of Service (or such lower requirement as may apply to Regular Participants) in such period, and (2) will not be credited with a break in service for any vesting computation period unless the Employee has fewer than 500 Hours of Service in such period. This section will not apply to vesting computation periods of a 401(k) Plan beginning before January 1, 2021 or to vesting computation periods of a 403(b) Plan beginning before January 1, 2023.
- 17.6 **Testing.**
- (a) **401(k) Plans.** If the Plan is a 401(k) Plan, then pursuant to Code §401(k)(15)(B)(i)(II) and Prop. Treas. Reg. §1.401(k)-5(f), the Plan Administrator may elect to exclude LTPT Employees from coverage testing under Code §410(b), the ADP test of Code §401(k)(3), the ACP test of Code §401(m)(2), and other nondiscrimination testing under Code §401(a)(4). Separately, pursuant to Prop. Treas. Reg. §1.401(k)-5(f)(2), the Plan Administrator may elect to exclude LTPT Employees from determining if the Plan satisfies the contribution and vesting requirements of Code §416(b) and (c).

(a) 403(b) Plans. If the Plan is a 403(b) Plan, then pursuant to Code §403(b)(12)(D)(i)(II) and Notice 2024-73, the Plan Administrator may elect to exclude LTPT Employees from coverage testing under Code §410(b), the ACP test of Code §401(m)(2), and other nondiscrimination testing under Code §401(a)(4).

17.7 **Application of Elective Deferral Provisions.** Except as otherwise provided in Section 2.17(b), all provisions of the Plan related to Elective Deferrals which apply to Regular Participants also apply to LTPT Employees who are eligible to defer, including as applicable (1) eligibility to make Roth deferrals, (2) automatic enrollment provisions, (3) automatic escalation provisions, and (4) the ability to make catch-up contributions.

17.8 **Definitions.** The following definitions apply for this Article 17 and Section 2.17:

(a) An “**LTPT Employee**” means a long-term part-time employee described in Code §§401(k)(2)(D), 401(k)(15) and Prop. Treas. Reg. §1.401(k)-5(b)(1). Specifically, an LTPT Employee is an Employee, other than an LTPT Excluded Employee, who has not entered the Plan as a Regular Participant, but who is credited with at least three (3) consecutive LTPT Years beginning after December 31, 2020 with at least 500 Hours of Service in each and who has attained age 21 on or before the last day of the last such LTPT Year. For Plan Years beginning after December 31, 2024, the foregoing definition shall be applied by substituting “two (2) consecutive LTPT Years” in place of “three (3) consecutive LTPT Years.”

(b) With regard to an LTPT Employee, the “**LTPT Entry Date**,” unless otherwise specified in Section 2.17(c), is the earlier of the first day of the first month or the seventh month of the Plan Year immediately following with the date an Employee becomes an LTPT Employee. In no event will the LTPT Entry Date exceed the maximum delay in participation specified in Code §410(a)(4) and Prop. Treas. Reg. §1.401(k)-5(c)(1)(i).

(c) An “**LTPT Excluded Employee**” refers to a Union Employee or a Nonresident Alien or those individuals who do not satisfy the Other Conditions of the Plan. However, in no event will an Employee be an LTPT Excluded Employee merely because the Employee failed to satisfy a service condition, or is a part-time, seasonal, or temporary employee. In no event will an Employee be an LTPT Excluded Employee to the extent such an exclusion is not permitted under applicable IRS guidance.

(d) The “**Other Conditions**” of the Plan are the eligibility conditions of the Plan other than those related to, or a proxy for, age and/or service, as more fully discussed in Prop. Treas. Reg. §1.401(k)-5(c)(3).

(e) An Employee is a “**Regular Participant**” if the Employee has satisfied the age and service conditions to enter the Plan (or any portion thereof) determined without regard to this Article 17, including those relating to the Employee’s entry date. An LTPT Employee becomes a Regular Participant on the first day of the first Plan Year following the date the LTPT Employee satisfies those conditions and the Other Conditions of the Plan. With regard to a 403(b) Plan an Employee becomes a Regular Participant if the Employee has worked 1,000 hours in the preceding year and is no longer described in Treas. Reg. § 1.403(b)-5(b)(4)(iii)(B)).

(f) A “**Union Employee**” is an employee described in Code §410(b)(3)(A).

(g) A “**Nonresident Alien**” is an employee described in Code §410(b)(3)(C).

(h) With regard to any LTPT Employee, the first “**LTPT Year**” is the 12-month period beginning on the employment commencement date, as described in DOL Reg. §2530.202-2. Unless otherwise specified in Section 2.17(e), subsequent LTPT Periods will be determined in accordance with eligibility computation periods as described in the Plan for Regular Participants, or, if none, will be based on the Plan Year. LTPT Years will be determined in accordance with Prop. Treas. Reg. §1.401(k)-5(c)(2). LTPT Years do not include years beginning before January 1, 2021 (in the case of a 401(k) Plan), or year beginning before January 1, 2023 (in the case of a 403(b) Plan).

(i) Unless otherwise specified in Section 2.17(d), Hours of Service under Section 17.8(a) will be determined under the same method as is used in the Plan for determining Hours of Service for the eligibility of Regular

Participants, or, if none, will be determined based on actual Hours of Service as provided in DOL Reg. §2530.200b-2(a)

(i) A “**Former LTPT Employee**” means an Employee described in Prop. Treas. Reg. §1.401(k)-5(d)(2) or, with regard to a 403(b) Plan, Notice 2024-73, Q&A 6.

ARTICLE 18 INCREASE IN CATCH-UP CONTRIBUTIONS – SECURE 2.0 §109

- 18.1 **Application.** This Article 18 will apply for the 2025 calendar year if the Plan is a 401(k) Plan, 403(b) Plan, or a Governmental 457(b) Plan, unless the Employer elects in Section 2.18(a) that this Article will not apply.
- 18.2 **Increased Limits.** If a Participant turns 60, 61, 62 or 63 during 2025, the limit on catch-up contributions, as defined in Code §414(v), is the adjusted dollar amount described in Code §414(v)(2)(E), which is generally 150% of the limit which would otherwise apply.

ARTICLE 19 DISASTER RELIEF – SECURE 2.0 §331

- 19.1 **Application; Effective Date.** This Article 19 will apply to all plans. Sections 19.4, 19.5, and 19.6 will not apply to a 457(b) Plan of a Tax-Exempt Employer. In general, the effective date of this Article is January 1, 2020, but see Section 19.8.
- 19.2 **Disaster Relief Policy.** The Plan may make Qualified Disaster Recovery Distributions (QDRDs), unless otherwise specified in Section 2.19(a). In Section 2.19, the Employer may limit the accounts from which QDRDs are available and specify whether QDRDs are limited to accounts in which the Participant is fully vested. If QDRDs are authorized, the Plan Administrator shall adopt a uniform, nondiscriminatory disaster relief policy to authorize Qualified Individuals to receive the disaster relief described in this Article as authorized in the policy. The disaster relief policy may (1) specify the Qualified Disasters for which relief applies, (2) limit the amount available with respect to a Qualified Disaster Distribution to an amount less the Maximum Amount, (3) provide lower loan limits than those described in Section 19.5, (4) impose (within the limitations described in this Section and the Adoption Agreement) different conditions or different relief for different Qualified Disasters, or (5) impose other reasonable nondiscriminatory limitations. Relief shall be available on a consistent basis for all Participants impacted by a covered disaster. With regard to disasters declared after the adoption of this Amendment, the Plan will inform impacted Participants of the relief available under this Article. The requirement that policies and relief under this Article not be discriminatory is automatically satisfied with regard to 457(b) Plans and other plans that are not subject to Code §401(a)(4).
- 19.3 **QDRD Availability; Limitation.** A Qualified Individual may take one or more QDRDs as authorized in the Plan's disaster relief policy. The total amount of QDRDs to a Qualified Individual pursuant to this Amendment from all plans maintained by the Employer, or any Affiliated Employer, will not exceed the Maximum Amount per Qualified Disaster, or such lesser amount as prescribed in the policy. The Qualified Disaster Distributions from the Plan to a Qualified Individual will not exceed the amount of the individual's vested account balance or the present value of the individual's vested accrued benefit. If the Plan is a Defined Benefit Plan, and the Participant has not separated from service, the Participant may not take a QDRD prior to attaining the earlier of Normal Retirement Age or age 59½. To the extent the Plan is subject to the joint and survivor annuity rules of Code §401(a)(11) and Code §417 apply to the Plan, they are applicable to QDRDs.
- 19.4 **Repayment of QDRDs.** If the Plan permits rollover contributions, then, in accordance with the Plan's disaster relief policy, an individual who receives a Qualified Disaster Distribution (from this Plan or another eligible retirement plan as defined in Code §402(c)(8)(B)), at any time during the 3- year period beginning on the day after receipt of the distribution, may make one or more contributions to the Plan, as rollover contributions, in an aggregate amount not to exceed the amount of such distribution.
- 19.5 **Increased Loan Limit.** Notwithstanding the loan limitation that otherwise would apply under the plan's loan policy, in accordance with the Plan's disaster relief policy, the Plan will determine the loan limit under Code

§72(p)(2)(A) for a loan to a Qualified Individual, made during the Loan Relief Period, by substituting "\$100,000" for "\$50,000," and by substituting "the present value of the nonforfeitable accrued benefit of the employee under the Plan (or loan program or policy)" for "one-half of the present value of the nonforfeitable accrued benefit of the employee under the Plan."

- 19.6 **Suspension and Extension of Repayments.** If a Qualified Individual has an outstanding loan from the Plan on or after the first day of the Loan Suspension Period, then, to the extent provided in the Plan's disaster relief policy: (1) if the date for any repayment of such loan occurs during the Loan Relief Period, the due date is extended for the Extension Period; (2) the Plan will adjust any subsequent repayments to reflect the extension of the due date under (1) and any interest accrued during the extension; and (3) the Plan will disregard the period of extension described in (1) in determining the 5-year period and the loan term under Code §72(p)(2)(B) or (C). The disaster relief policy may specify whether the suspension and extension described herein will apply automatically or will be available upon the Qualified Individual's request.
- 19.7 **Recontribution of Home Purchase Withdrawal.** A Participant who received a hardship distribution during the Hardship Distribution Period to purchase or construct a principal residence in a Qualified Disaster Area, but who, on account of the disaster, did not use the funds to purchase or construct a principal residence, may, to the extent provided in the Plan's disaster relief policy, make one or more contributions to the Plan, as rollover contributions, during the Recontribution Period, in an aggregate amount not to exceed the amount of such hardship distribution. This Section 19.7 will not apply to CARES or to 457(b) Plans.
- 19.8 **Construction; Effective Date.** This Article will be interpreted and applied in accordance with the provisions of the Disaster Laws and IRS Guidance related thereto. The effective date of this Article with regard to any Qualified Disaster is the date the disaster was declared, or such later date specified in the Plan's disaster relief policy. If the Plan has previously been amended to provide for the disaster relief described in this Section, such amendment shall be treated as part of the Plan's disaster relief policy and amended to the extent necessary to conform to this Article.
- 19.9 **Definitions.** This Section is intended to provide relief authorized in the Laws specified in this subsection (F), as provided in the Plan's disaster relief policy. There are definitions which vary with regard to the Laws, which are described in this subsection.
- (a) The "**Maximum Amount**" with regard to any Qualified Disaster is \$100,000 (\$22,000 for the Qualified Disasters described in SECURE 2.0 §331), or a lesser amount specified in the Disaster Law or the Plan's disaster relief policy.
- (b) A "**Major Disaster**" is a disaster declared by the President under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
- (c) "**Qualified Individuals.**" Participants, alternate payees and beneficiaries of deceased participants can be treated as Qualified Individuals, as defined in the relevant Disaster Law. The Plan Administrator may rely on an individual's certification that the individual satisfies a condition to be a Qualified Individual unless the Plan Administrator has actual knowledge to the contrary.
- (d) "**Disaster Laws.**" This Article provides for the relief outlined in the disaster relief laws (the "Disaster Laws"). In general, each Disaster Law defines the **Major Disasters** to be treated as **Qualified Disasters**, the persons who can be treated as **Qualified Individuals**, the distributions which can be **Qualified Disaster Distributions**, the **Loan Relief Period**, the **Loan Suspension Period**, the **Extension Period**, the **Hardship Distribution Period** and the **Recontribution Period**. Different laws use different terms to describe these concepts, but the underlying concepts are the same. The Disaster Laws include: (1) The Taxpayer Certainty and Disaster Tax Relief Act of 2020, §301 et seq.; (2) the Coronavirus Aid, Relief, and Economic Security Act (CARES), §2201 et seq and IRS Notice 2020-50; and (3) the SECURE 2.0, §331, which relates to Major Disasters declared by the President after December 27, 2020. The Maximum Amount with regard to this Act shall not exceed \$22,000.

ARTICLES 20-40 RESERVED

ARTICLE 41 HARDSHIP DOCUMENTATION POLICY – SECURE 2.0 §312

- 41.1 **Application.** This Article 41 will apply to 401(k) Plans, 403(b) Plans and Governmental 457(b) plans which permit Hardship Distributions. It is effective for Plan Years beginning after December 29, 2022
- 41.2 **Policy.** The Plan Administrator may adopt and modify from time to time a uniform policy regarding the documentation required in connection with a Hardship Distribution. Such a policy may, but is not required to, provide for reliance upon an employee’s written certification as described in Code §§401(k)(14)(C), 403(b)(7)(D), 403(b)(11), or 457(d)(4) in the absence of the Plan Administrator’s actual knowledge to the contrary.
- 41.3 **Definition.** The following definition applies for this Article 41:
- (a) A “**Hardship Distribution**” is (1) a distribution from a 401(k) Plan or a 403(b) Plan which is on account of an immediate and heavy financial need described in Treas. Reg. §1.401(k)-1(d)(3)(ii)(B); or (2) a distribution from a Governmental 457(b) Plan which is on account of an unforeseeable emergency described in Treas. Reg. §1.457-6(c)(2)(i).

ARTICLE 42 BIRTH/ADOPTION DISTRIBUTIONS – SECURE 2.0 §311

- 42.1 **Application.** This Article 42 will apply only if the Plan permits Qualified Birth and Adoption Distributions (“QBADs”) as described in Code §72(t)(2)(H). It is effective as of December 29, 2022.
- 42.2 **Rollover Deadline.** A Participant who received one or more QBADs from this Plan may, if the Plan then permits the Participant to make rollover contributions, make one or more contributions in an aggregate amount not to exceed the amount of such QBADs. Such contributions may be made at any time during the 3-year period beginning on the day after the date on which such distribution was received. The Plan will treat such a contribution in the same manner as a rollover contribution made by direct trustee-to-trustee transfer within 60 days of distribution. However, any such contribution must be received by the Plan no later than December 31, 2025, or prior to Plan termination (if earlier than December 31, 2025).

ARTICLE 43 RETROACTIVE INCREASE IN EMPLOYER CONTRIBUTIONS – SECURE 2.0 §316

- 43.1 **Application.** This Article 43 will apply only if the Plan is a Qualified Plan. It is effective for Plan Years beginning after December 31, 2023.
- 43.2 **Optional Amendment.** After the close of a Plan Year, the Employer may amend the Plan to increase benefits or contributions with regard to the immediately prior Plan Year. The amendment may provide that it shall be effective as of any date within the prior Plan Year. Any such amendment shall not increase the amount of matching contributions (as described in Code §401(m)(4)(A).) Such an amendment must be adopted before the time prescribed by law (including extensions) for filing the return of the Employer for the taxable year which includes the date of the amendment. Such an amendment must otherwise comply with all of the requirements which apply to Qualified Plans.

ARTICLE 44 457(B) DEFERRAL ELECTIONS – SECURE 2.0 §306

- 44.1 **Application; Effective Date.** This Article 44 will apply to 457(b) Plans. It is effective January 1, 2023.
- 44.2 **Policy.** The Plan Administrator may adopt or change a salary reduction agreement policy addressing contributions pursuant to salary reduction agreements of Participants. With regard to a Governmental 457(b) Plan, the policy may provide that a Participant’s salary reduction agreement may take effect at any time prior

to the date the compensation is currently available to the Participant.

ARTICLE 45
COLLECTION OF PEP CONTRIBUTIONS – SECURE 2.0 §105

- 45.1 **Application.** This Article 45 will apply only if the Plan is a Pooled Employer Plan (“PEP”) described in ERISA §3(43). It is effective for Plan Years beginning after December 31, 2022.
- 45.2 **Named Fiduciary.** The Pooled Plan Provider (“PPP”) of the Plan or another Named Fiduciary, other than an Employer in the Plan, will be responsible for collecting contributions to the Plan. The PPP or other Named Fiduciary shall implement written contribution collection procedures that are reasonable, diligent, and systematic.

ARTICLE 46
NOTICES TO UNENROLLED PARTICIPANTS – SECURE 2.0 §320

- 46.1 **Application.** This Article 46 will apply only if the Plan is a Defined Contribution Plan or a 403(b) Plan. It is effective for Plan Years beginning after December 31, 2022.
- 46.2 **Optional Elimination of Notices to Unenrolled Participants.** No disclosure, notice, or other plan document (other than the Alternative Notices) shall be required to be furnished under this Plan to any Unenrolled Participant who is furnished with the Alternative Notices.
- 46.3 **Definitions.** The following definitions apply for this Article 46:
- (a) An “**Unenrolled Participant**” is a Participant in the Plan who (1) has been furnished the summary plan description of the Plan described in ERISA §104(b) and any other notices related to eligibility under the Plan and required to be furnished under the Plan, the Code or ERISA in connection with such Participant’s initial eligibility to participate in such plan, (2) is not participating in the Plan, and (3) satisfies such other criteria as determined by the IRS and/or DOL.
- (b) The “**Alternative Notices**” consist of the Annual Reminder Notice and any document the Participant requests that the Participant would be entitled to receive notwithstanding this Article.
- (c) An “**Annual Reminder Notice**” is a notice which (1) is provided in accordance with DOL Reg. §2520.104b–1; (2) is furnished in connection with the annual open season election period with respect to the Plan or, if there is no such period, is furnished within a reasonable period prior to the beginning of each Plan Year; (3) notifies the Unenrolled Participant of the Unenrolled Participant’s eligibility to participate in the Plan, the key benefits and rights under the plan, with a focus on Employer contributions and vesting provisions, and any applicable election deadlines; and (4) provides such information in a prominent manner calculated to be understood by the average participant.

ARTICLE 47
DE MINIMIS FINANCIAL INCENTIVES – SECURE 2.0 §113

- 47.1 **Application.** This Article 47 will apply only if the Plan is a 401(k) Plan or a 403(b) Plan. It is effective for Plan Years beginning after December 29, 2022.
- 47.2 **Optional Provision of De Minimis Financial Incentives.** A de minimis financial incentive (not paid for with plan assets) may be provided to Participants who elect to have the Employer make contributions under the arrangement in lieu of receiving cash.

ARTICLE 48
SOLE PROPRIETOR RETROACTIVE DEFERRALS – SECURE 2.0 §317

- 48.1 **Application.** This Article 48 will apply only if the Plan is a 401(k) Plan. It is limited to a plan retroactively adopted (pursuant to Code §401(b)(2)) by a sole proprietor with regard to a sole proprietorship which has no employees (other than the sole proprietor). It is effective for Plan Years beginning after December 29, 2022.
- 48.2 **Deadline for First Year Deferral.** Any elective deferrals under the Plan for the first Plan Year which are made by the sole proprietor before the deadline (determined without regard to any extensions) for filing his or her income tax return for the tax year for which the Plan is adopted shall be treated as having been made before the end of such first plan year.

ARTICLE 49

INSURANCE DISTRIBUTIONS FROM GOVERNMENTAL PLANS – SECURE 2.0 §328

- 49.1 **Application.** This Article 49 will apply only if the Plan is a Governmental Plan. It is effective for distributions made after December 29, 2022.
- 49.2 **Optional Direct Distribution.** If and to the extent the Plan permits plan distributions to pay for certain insurance of eligible retired public safety officers pursuant to Code §402(l), such payment may be made directly to the provider of the insurance by deduction from a distribution from the Plan or made directly to the Participant.

ARTICLE 50

ROLLOVERS FROM SIMPLE IRA ACCOUNTS PERMITTED – SECURE 2.0 §332(B)

- 50.1 **Application.** This Article 50 will apply only if the Plan is a 401(k) Plan or 403(b) Plan. It is effective for rollovers after December 31, 2023.
- 50.2 **SIMPLE IRA Rollovers.** The Plan Administrator may adopt a policy permitting the plan to accept rollover contributions from SIMPLE IRA arrangements described in Code §72(t)(6)(B). Such rollover contributions will thereafter be subject to the distribution restrictions which apply to elective deferrals.

This Amendment has been executed this _____ day of _____, _____.

Name of Employer: _____

By: _____

CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of _____ (the Employer) hereby certifies that the following resolution was duly adopted by Employer on _____, and that such resolution has not been modified or rescinded as of the date hereof:

RESOLVED, the Amendment to Implement SECURE 2.0 (the Amendment) is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Plan Administrator the Amendment and to take any and all actions as it may deem necessary to effectuate this resolution.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date: _____

Signed: _____

[print name/title]