

# Qualified Retirement Plan Standardized Adoption Agreement

Individual 401(k)  
Profit Sharing Plan

# Individual 401(k) Profit Sharing Plan Standardized Adoption Agreement

## EMPLOYER INFORMATION

Name of Adopting Employer \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Adopting Employer's Federal Tax Identification Number \_\_\_\_\_

Adopting Employer's Tax Year End (specify month and day) \_\_\_\_\_

Type of Business (select one)  Sole Proprietorship  Partnership  C Corporation  S Corporation  LLC  Nonprofit  
 Other (Specify a legal entity recognized under federal income tax laws.) \_\_\_\_\_

Name of Plan \_\_\_\_\_

Plan Sequence Number \_\_\_\_\_ Trust Identification Number (if applicable) \_\_\_\_\_ Account Number \_\_\_\_\_

**Related Employers** – If the Adopting Employer is part of a controlled group of corporations (as defined in Code section 414(b) as modified by Code section 415(h)), a group of commonly controlled trades or businesses (as defined in Code section 414(c) as modified by Code section 415(h)) or an affiliated service group (as defined in Code section 414(m)) of which the Adopting Employer is a part, or any other entity required to be aggregated with the Adopting Employer pursuant to Code section 414(o), then all Related Employers of the Adopting Employer will participate in this Plan.

## SECTION ONE: EFFECTIVE DATES

### Complete Part A or B

**Part A.**  **New Plan Effective Date**

This is the initial adoption of a 401(k) profit sharing plan by the Adopting Employer.

The Effective Date of this Plan is \_\_\_\_\_. (Must be no earlier than the first day of the Plan Year in which the Plan is adopted.)

If different from the Effective Date above, Elective Deferrals can be made under this Plan effective (select one):

**Option 1:**  The next payroll date coinciding with or following the later of the date this Adoption Agreement is signed or the Effective Date.

**Option 2:**  \_\_\_\_\_ (Must be on or after the later of the date this Adoption Agreement is signed or the Effective Date.)

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

**NOTE:** The Effective Date is usually the first day of the Plan Year in which this Adoption Agreement is signed and may not be earlier than such date. Elective Deferrals, however, cannot be made available before the later of the date this Adoption Agreement is signed or the date specified above for Elective Deferrals.

**Part B.**  **Existing Plan Amendment or Restatement Date**

This is an amendment or restatement of an existing qualified plan.

The Initial Plan Document was effective on \_\_\_\_\_.

This Plan is a frozen Plan effective on \_\_\_\_\_.

If this Plan is a frozen Plan, no Employer Contributions may be made to the Plan with respect to Compensation earned on or after the Effective Date that the Plan is frozen. In addition, no additional contributions (e.g., rollover, transfer) may be accepted by the Plan on or after the date that the Plan is frozen. Depending on the facts and circumstances surrounding the freezing of the Plan, other Plan provisions may be affected (e.g., availability of loans.)

The Effective Date of this amendment or restatement is \_\_\_\_\_. (Must be no earlier than the first day of the Plan Year in which the Plan is restated.)

**NOTE:** Specifying an amendment or restatement Effective Date as any day other than the first day of the Plan Year following the Plan Year in which this Adoption Agreement is signed may result in a reduction or elimination of accrued benefits, violating Code section 411(d)(6). Notwithstanding the foregoing, Effective Dates for certain legislative and regulatory provisions are governed by the terms specified in the Basic Plan Document.

**SECTION TWO: ELIGIBILITY**  
**Complete Parts A and B**

**Part A. Age and Eligibility Service**

**1. Age Requirement.**

An Employee will be eligible to become a Participant in the Plan for purposes of becoming a Contributing Participant (and thus eligible to make Elective Deferrals) or receiving an allocation of any Employer Profit Sharing Contributions, as applicable, made pursuant to Section Three of the Adoption Agreement, after attaining the following age \_\_\_\_\_ (not more than 21).

**NOTE:** If no age is specified, there will be no age requirement.

**2. Eligibility Service Requirement.**

An Employee will be eligible to become a Participant in the Plan for purposes of becoming a Contributing Participant (and thus eligible to make Elective Deferrals) or receiving an allocation of any Employer Profit Sharing Contributions, as applicable, made pursuant to Section Three of the Adoption Agreement (select one).

**Option 1:**  No eligibility service required.

**Option 2:**  After completing \_\_\_\_\_ consecutive Months of Eligibility Service (not more than 12) beginning on the Employee's date of hire.

**NOTE:** If an Employee does not satisfy the Months of Eligibility Service requirement within the initial period specified above, such Employee will satisfy the Plan's service requirement and be eligible to become a Participant in the Plan for purposes of the contributions specified above upon completion of 1,000 Hours of Service within the Eligibility Computation Period.

**Option 3:**  After completing 1 Year of Eligibility Service (Period of Service, if applicable).

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

**Part B. Employees Employed as of a Specified Date**

An Employee who is employed as of the date specified below, is included in the classification listed below (other than an Employee who is part of an excluded class of Employees), and has not otherwise met the age and eligibility service requirements listed above will be considered to have met those requirements and be eligible to become a Participant in the Plan (select one).

**Option 1:**  An Employee employed on \_\_\_\_\_ (specify a month, day, and year)

**i. Employee Classification**

This waiver applies to the following Employees (select one and complete, as applicable):

**Suboption (a):**  All Employees.

**Suboption (b):**  Employees who are (define classifications):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ii. Entry Date**

The following date will be an Entry Date for an Employee who is subject to this waiver (select one and complete, as applicable):

**Suboption (a):**  The specified date above.

**Suboption (b):**  \_\_\_\_\_ (specify a month, day, and year)

**Option 2:**  Not applicable.

**NOTE:** If no option is selected, Option 2 will apply. If Option 1 is selected but no date is specified, no additional age and eligibility service waivers will apply. If Option 1 is selected but no Employees are specified, all Employees employed on the specified date will be subject to the waiver. This age and eligibility service waiver may be used either when this Plan is adopted or when the Plan is subsequently amended (e.g., to add one or more types of contributions, to add a previously excluded group of Employees).

**SECTION THREE: CONTRIBUTIONS**  
**Complete Parts A through C**

**Part A. Elective Deferrals**

**Authorization of Elective Deferrals**

Will Elective Deferrals be permitted under this Plan (select one)?

**Option 1:**  Yes. (Complete the following.)

Will Roth Elective Deferrals be permitted under this Plan in addition to Pre-Tax Elective Deferrals?

**Suboption (a):**  Yes.

**Suboption (b):**  No.

**NOTE:** If no suboption is selected, Suboption (a) will apply.

**Option 2:**  No.

**NOTE:** If no option is selected, Option 1 will apply. A Contributing Participant's combined Pre-Tax and Roth Elective Deferrals during their taxable year will not exceed the limit contained in Code section 402(g) in effect at the beginning of such taxable year.

**Part B. Employer Profit Sharing Contributions**

Employer Profit Sharing Contributions, if any, will be allocated to all Qualifying Participants pursuant to the pro rata allocation formula described in Plan Section 3.02(B)(1).

**Part C. Nondeductible Employee Contributions**

May a Contributing Participant make Nondeductible Employee Contributions pursuant to Plan Section 3.05 (*select one*)?

**Option 1:**  Yes.

**Option 2:**  No.

**NOTE:** *If no option is selected, Option 1 will apply. Nondeductible Employee Contributions made under this Part C will be subject to ACP Testing.*

**SECTION FOUR: VESTING AND FORFEITURES**  
*There are no elections required for Section Four.*

There are no elections required for Section 4. Refer to the Basic Plan Document for information regarding this Section.

**SECTION FIVE: DISTRIBUTIONS AND LOANS**

**Loans**

Will a Participant be entitled to request a loan pursuant to Plan Section 5.16 (*select one*)?

**Option 1:**  Yes.

**Option 2:**  No.

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

**SECTION SIX: DEFINITIONS**  
*There are no elections required for Section Six.*

There are no elections required for Section 6. Refer to the Basic Plan Document for information regarding this Section.

**SECTION SEVEN: MISCELLANEOUS**  
*Complete Parts A and B*

**Part A. Life Insurance**

Will life insurance investments be permitted under the Plan (*select one*)?

**Option 1:**  Yes.

**Option 2:**  No.

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

**Part B. Qualifying Longevity Annuity Contract**

Will a Participant be allowed to purchase and distribute Qualifying Longevity Annuity Contracts pursuant to Plan Section 7.22(G) (*select one*)?

**Option 1:**  Yes.

**Option 2:**  No.

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

**SECTION EIGHT: EMPLOYER SIGNATURE**

**Pre-Approved Document Provider**

Name of Pre-Approved Document Provider \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Check the applicable box if there is an attachment(s) that applies to this Plan other than a separate trust or custodial agreement.

- Protected Benefits and Prior Plan Document Provisions Attachment.
- Other Plan Information Attachment. *(If this box is checked, please describe the attachment(s).)*

\_\_\_\_\_

**Authorized Employer Signature**

**I am an authorized representative of the Adopting Employer named above and I state the following:**

- 1. I acknowledge that I have relied upon my own advisors regarding the completion of this Adoption Agreement and the legal tax implications of adopting this Plan;**
- 2. I understand that my failure to properly complete this Adoption Agreement may result in disqualification of the Plan;**
- 3. I understand that the Pre-Approved Document Provider will inform me of any amendments made to the Plan and will notify me should it discontinue or abandon the Plan; and**
- 4. I have received a copy of this Adoption Agreement and the corresponding Basic Plan Document 02.**

Signature of Adopting Employer \_\_\_\_\_ Date Signed \_\_\_\_\_

Type Name \_\_\_\_\_ Title \_\_\_\_\_

**NOTE:** *The Adopting Employer may rely on an opinion letter issued by the IRS as evidence that the Plan is qualified under Code section 401 except to the extent provided in Revenue Procedure 2017-41. 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 issued with respect to the Plan and in Revenue Procedure 2017-41. An Employer who has ever maintained or who later adopts any plan (including a welfare benefit fund, as defined in Code section 419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in Code section 419A(d)(3), or an individual medical account, as defined in Code section 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 sections 415 and 416.*

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

# PROTECTED BENEFITS AND PRIOR PLAN DOCUMENT PROVISIONS ATTACHMENT

This attachment may be used by an Adopting Employer to document protected benefits and other Prior Plan Document provisions that apply to some or all of the assets of the Adopting Employer's Plan. The protected benefits and other Prior Plan Document provisions set forth in this Attachment are limited to those which have been the subject of a prior determination letter, opinion letter, or advisory letter, and which do not address an issue which is not permitted in a Pre-approved Plan, as described in section 6.03 of Revenue Procedure 2017-4.

## ADOPTING EMPLOYER PLAN INFORMATION

Name of Adopting Employer \_\_\_\_\_

Name of Plan \_\_\_\_\_

Plan Sequence Number \_\_\_\_\_ Trust Identification Number (if applicable) \_\_\_\_\_ Account Number \_\_\_\_\_

## PROTECTED BENEFITS AND PRIOR PLAN DOCUMENT PROVISIONS

### Provision 1:

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Source of Provision (e.g., plan name and sequence number, good faith amendment):

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### Provision 2:

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Source of Provision (e.g., plan name and sequence number, good faith amendment):

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### Provision 3:

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Source of Provision (e.g., plan name and sequence number, good faith amendment):

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