

799th Regular Meeting
Northwest Mosquito and Vector Control District
September 17th, 2026

AGENDA

799TH REGULAR MEETING

NORTHWEST MOSQUITO AND VECTOR CONTROL DISTRICT

1966 COMPTON AVENUE, CORONA, CA 92881

Thursday, September 17th, 2025

Zoom Teleconference Information

Meeting ID: 389 155 8737

Trustee Silva will be attending remotely from 8930 Limonite Ave. Jurupa Valley, CA 92509.

1. **Call to Order:** 3:00 PM
2. **Pledge of Allegiance:** Trustee Steven Su
3. **Roll Call/Introductions:**
4. **Public Comments or Questions:** This is the time when person(s) in the audience who wish to address the Board regarding a matter on the agenda or new items may speak. A member of the Public will be allowed up to three minutes or time at the discretion of the President of the Board of Trustees to address the Board. Individuals may not share their time with another speaker. Each speaker will specify an agenda item or matter within the subject matter jurisdiction of the Board that he/she will address. The public comment portion of the agenda shall only be used as an opportunity by the public to directly address the Board on items of interest to the public that are within the subject matter jurisdiction of the Board. All comments shall be made in a civil manner without profanity. Any individual who willfully interrupts or disrupts the meeting may be removed and subject to criminal prosecution.
5. **Consent Calendar:** All items under the Consent Calendar are considered routine and may be enacted by one motion unless a request is made that an item be removed from the Consent Calendar for consideration by a separate action.
 - A. Minutes Regular Meeting No. 798, August 20th, 2026
 - B. August 2026 Operational Report/Field Activities
 - C. August 2026 Laboratory Report
 - D. August 2026 Northwest MVCD Treasures Dashboard Report
 - E. Empower Secure 2.0 Amendment

6. Presentation:

A. None

7. Items for Action:

A. Closed Session: Public Employee Performance Evaluation

(Gov't Code §54957)

Position: District Manager

Conference with Labor Negotiators (Gov't Code §54957.6)

District Representative: Erica Vega, Legal Counsel

Unrepresented Employee: District Manager

8. Reports:

A. Trustees:

B. District Manager:

C. Staff

9. Informational:

A. None

10. Other Business:

A. Request for future Agenda items

11. Adjournment: The next meeting will be the third Thursday, October 15th, 2026, at 3:00 PM, located at 1966 Compton Avenue, Corona, California. It is the intent of the Northwest Mosquito and Control District (NWMVCD) to comply with all applicable aspects of the Americans with Disabilities Act. If you plan to attend this meeting and need special assistance due to a disability, please contact the District at (951)340-9792 at least 48 hours prior to the meeting. NWMVCD will attempt to reasonably accommodate your request.

Notice: Agenda materials are available for inspection by members of the public at 1966 Compton Avenue, Corona, California during the hours of 8:00 AM to 3:00 PM, Monday through Friday after its posting.

Minutes for Special Board Meeting
Board of Trustees
Northwest Mosquito and Vector Control District

Time: 3:00 PM, Thursday, August 20th, 2026

Place: Northwest Mosquito and Vector Control District

1966 Compton Avenue, Corona, CA 92881

Zoom Teleconference Meeting ID: 389 155 8737

Trustees Present: Nancy Jimenez	Corona	Board President
Guillermo Silva	Jurupa Valley	Board Vice President
Steven Su, Ph.D.	Riverside County	Board Secretary
Clint Lorimore	Eastvale	Trustee
Brian Tisdale	Lake Elsinore	Trustee
Gregory Bowen	Norco	Trustee
Dale Welty	Canyon Lake	Trustee
Philip Falcone	Riverside	Trustee

Trustees Absent: None

Staff Present: Nikia Smith, Interim Assistant District Manager/ Director of Operations (DOO)

Chloe Wang, Ph. D., Director of Scientific Programs (DOSP), Eric Ballejos, Director of Administration (DOA), Alexa Christopher, Communications Specialist

Others Present: Erica Vega-District Counsel, Teamsters, Teamsters, Teamsters, Teamsters, Teamsters, Teamsters, Teamsters

1. Call to order:

Board President Nancy Jimenez called the meeting to order at 3:08 PM.

2. Pledge of Allegiance:

The Pledge of Allegiance was led by Trustee Bowen.

3. Roll call and introductions:

At the time of roll call, Trustees Jimenez, Su, Tisdale, Lorimore, Bowen, Welty, Falcone, and staff members Nikia Smith, Chloe Wang, Eric Ballejos, Alexa Christopher, and Erica Vega, District Counsel, were present. Trustee Silva participated remotely from the City of Jurupa Valley City Hall.

4. Public comments:

Public Comment: Action Item #7.D.

Hello,

Please attach the enclosed written statement/public comment as part of the record for 7.D and provide it to the Board members:

I would like to address a serious breakdown in leadership, professionalism, and accountability within the District. Multiple employees have witnessed conduct and statements by the District Manager that are unlawful, inappropriate, and incompatible with the standards expected of public management. These reports include demeaning, harassing, and bullying language toward employees, along with conduct that raises serious compliance concerns.

The employees had no meaningful choice but to unionize, because they felt they needed protection from the District Manager and management staff. That alone should be a clear signal to this Board that immediate action is necessary. How many complaints do employees have to witness for the Board to recognize a pattern of egregious behavior? I urge you to take these concerns seriously, initiate a thorough and impartial investigation, protect employees from retaliation, and hold the District Manager and management staff fully accountable under all applicable policies and laws.

In completing the District Manager's performance evaluation, the Board must take into account the experiences and concerns of District employees, not just management's perspective. The District cannot function effectively under a culture of fear, intimidation, disrespect, or retaliation. The District and the Board of Trustees cannot continue to ignore the illegal non-compliance to state/federal law by the District Manager and management staff. The Board has a duty to restore lawful, professional, and responsible leadership.

Please reply to this email and confirm receipt.

Thank you.

5. Consent Calendar:

Motion by Trustee Su to approve all items on the Consent Calendar; seconded by Trustee Tisdale. Passed unanimously by roll call vote as follows: yes, by Trustees Jimenez, Su, Tisdale, Lorimore, Bowen, Welty, Falcone, and Silva.

6. Presentation:

None

7. Items for action:

A. Biennial review of District Conflict of Interest Code

Reportable Action: A motion to approve Resolution #613 with edits made to the District's conflict of interest code was set by Trustee Tisdale, with a second from Trustee Falcone. These items passed unanimously by roll call vote as follows: yes, by Trustees Jimenez, Su, Tisdale, Lorimore, Bowen, Welty, Falcone, and Silva.

B. Discuss Board Attendance and Reimbursement Policy

Reportable Action: Develop an ad hoc committee to amend Board of Trustees bylaws consisting of Trustees Tisdale, Jimenez, and Lorimore. A motion was made by Trustee Tisdale and seconded by Trustee Su. This motion passed unanimously by roll call vote as follows: yes, by Trustees Jimenez, Su, Tisdale, Lorimore, Bowen, Welty, Falcone, and Silva.

C. Designation of District Bargaining Team

Reportable Action: A motion to approve the District bargaining team consisting of the District Manager, Assistant Manager/Director of Operations, and Zachary A. Lopes of Burke, Williams & Sorenson LLP. This motion was brought by Trustee Tisdale with a second by Trustee Welty. This motion passed unanimously by roll call vote as follows: yes, by Trustees Jimenez, Su, Tisdale, Lorimore, Bowen, Welty, Falcone, and Silva.

D. Closed Session: Public Employee Performance Evaluation

(Gov't Code §54957)

Position: District Manager

Conference with Labor Negotiators (Gov't Code §54957.6)

District Representative: Erica Vega, Legal Counsel

Unrepresented Employee: District Manager

Reportable Action: The board of trustees entered closed session at 3:29 PM. Closed session ended at 3:56 PM with no reportable action.

8. Reports:

Dr. Chloe Wang gave an update on current West Nile virus activity within the Southern Region.

9. Informational:

None

10. Other Business

None

11. Adjournment:

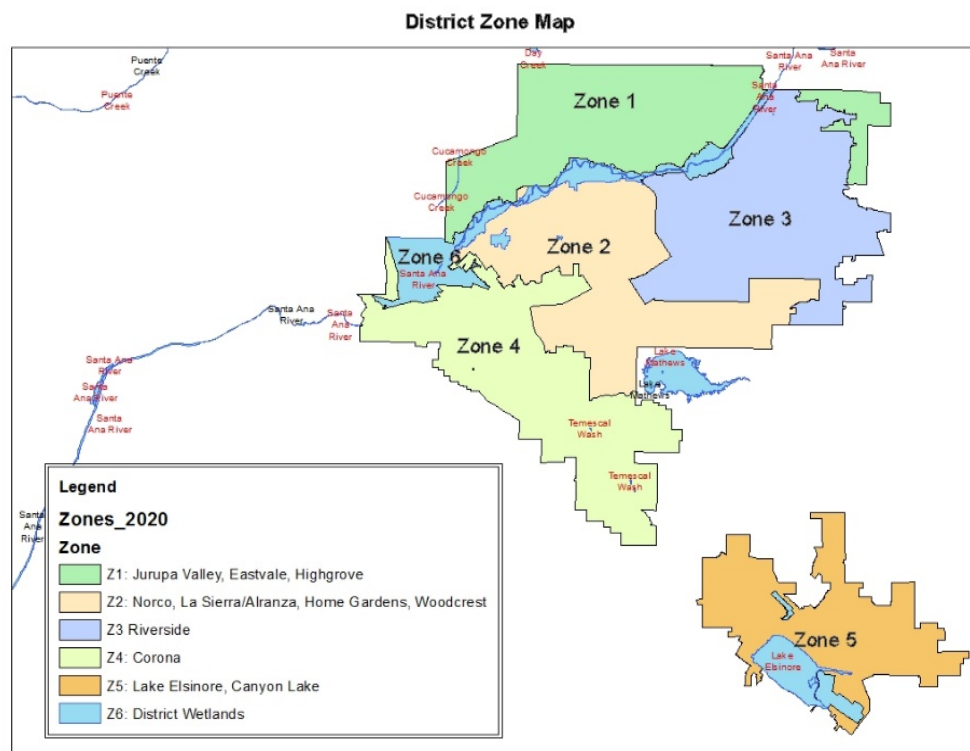
The meeting was adjourned by President Nancy Jimenez at 4:20 PM. The next scheduled meeting will be on September 17th, 2026, at 3:00 PM, in the District Boardroom.

OPERATIONS REPORT August 2026

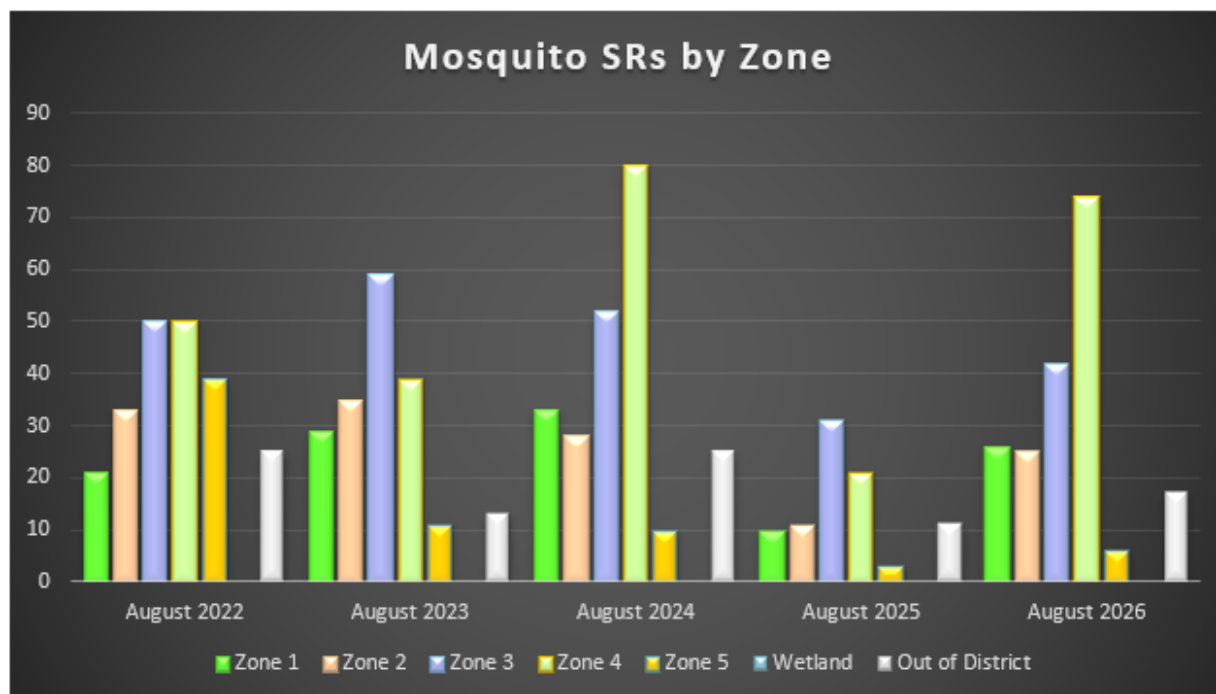
Nikia Smith
Director of Operations

Service Requests

In August, a total of 303 service requests (SRs) were received, representing a 70% increase compared with the 178 SRs reported during the same month last year. The increase was driven primarily by mosquito-related complaints, which rose from 87 requests in August 2025 to 190 requests in August 2026, representing a 118% increase. Of the SRs received in August, approximately 63% were related to mosquitoes, 14% to bees, 12% to rodents, 11% to other concerns including mosquito fish and flies. The distribution of service requests demonstrates that mosquito-related concerns remained the district's primary public service demand during the peak summer mosquito season.

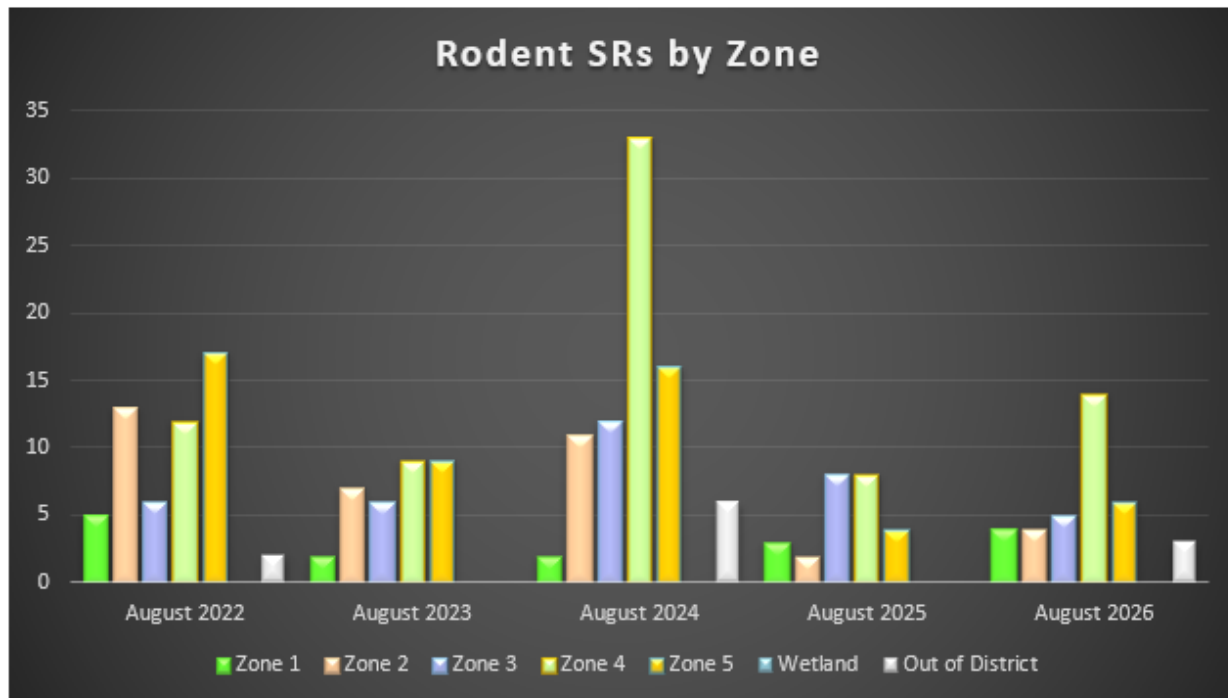


Mosquito SR by Zone								
Year	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Wetland	Out of District	Totals
August 2022	21	33	50	50	39	0	25	218
August 2023	29	35	59	39	11	0	13	186
August 2024	33	28	52	80	10	0	25	228
August 2025	10	11	31	21	3	0	11	87
August 2026	26	25	42	74	6	0	17	190
Total	119	132	234	264	69	0	91	909
% of calls received	13%	15%	26%	29%	8%	0%	10%	



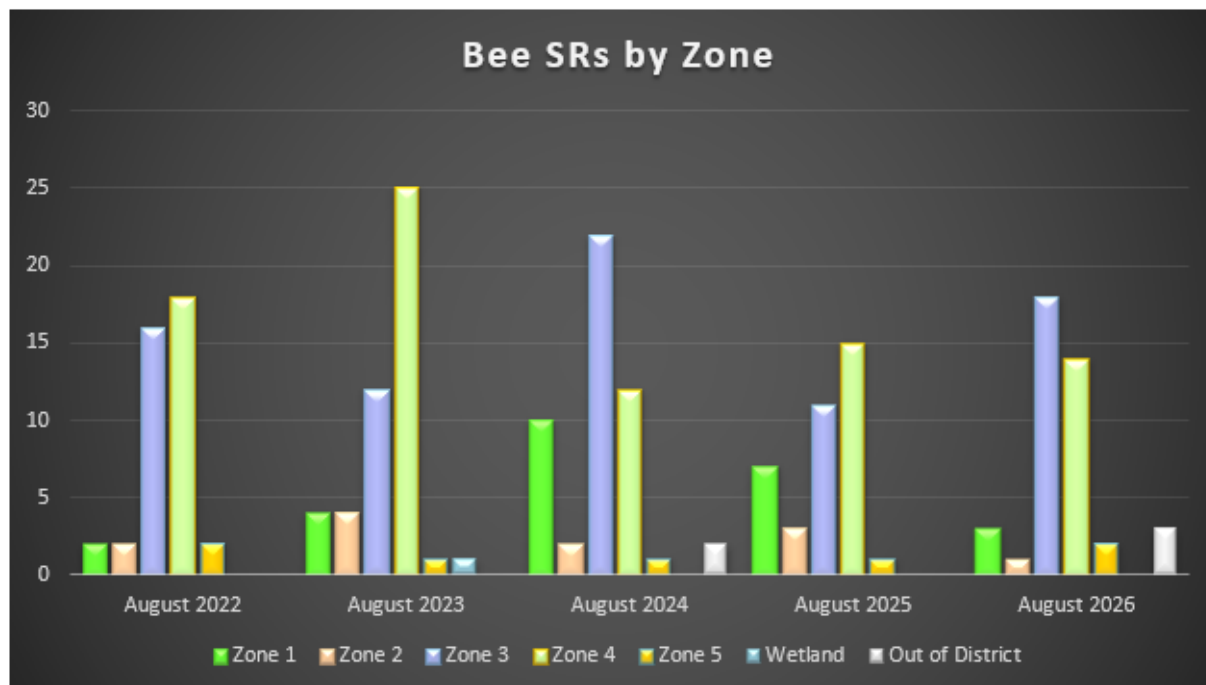
Mosquito-related service requests were approximately 5% above the five-year August average of 182 requests. Although call volume was slightly above average, it remained within the range of recent seasonal activity and below the elevated levels recorded in 2022 and 2024. The August 2026 total reflects a return to more typical seasonal conditions following the comparatively low call volume experienced in 2025. Geographically, mosquito-related concerns were concentrated primarily in Zones 4 and 3, which recorded 74 and 42 requests, respectively.

Rodent SR by Zone								
Year	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Wetland	Out of District	Totals
August 2022	5	13	6	12	17	0	2	55
August 2023	2	7	6	9	9	0	0	33
August 2024	2	11	12	33	16	0	6	80
August 2025	3	2	8	8	4	0	0	25
August 2026	4	4	5	14	6	0	3	36
Total	16	37	37	76	52	0	11	229
% of calls received	7%	16%	16%	33%	23%	0%	5%	



Rodent-related service requests were approximately 21% below the five-year August average of 46 requests. Although activity increased from the comparatively low level recorded in 2025, overall call volume remained below typical seasonal levels and substantially below the elevated activity experienced in 2024. Zone 4 recorded the highest number of rodent-related requests with 14, followed by Zone 5 with six and Zone 3 with five. Zones 1 and 2 each recorded four requests, while three originated outside the district. Rodent-related concerns were therefore concentrated primarily within Zone 4 during August.

Bee SR by Zone								
Year	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Wetland	Out of District	Totals
August 2022	2	2	16	18	2	0	0	40
August 2023	4	4	12	25	1	1	0	47
August 2024	10	2	22	12	1	0	2	49
August 2025	7	3	11	15	1	0	0	37
August 2026	3	1	18	14	2	0	3	41
Total	26	12	79	84	7	1	5	214
% of calls received	12%	6%	37%	39%	3%	0%	2%	



Bee-related service requests were approximately 4% below the five-year August average of 43 requests. Overall call volume remained close to the historical average and within the range of typical seasonal activity observed during the past five years. Zone 3 recorded the highest number of bee-related requests with 18, followed by Zone 4 with 14. Zone 1 and locations outside the district each recorded three requests, Zone 5 recorded two, and Zone 2 recorded one. Bee-related concerns were concentrated primarily within Zones 3 and 4, which accounted for approximately 78% of the requests received during August.

Source Inspections & Treatments

In August 2026, District staff conducted 8,123 inspections of stagnant-water sources and completed 1,566 mosquito-control treatments. Approximately 19% of inspected sources required treatment. Mosquito breeding remained seasonally elevated across much of the district, requiring continued surveillance, source reduction, larval control, and targeted adult mosquito-control operations. West Nile virus (WNV) activity also increased substantially during the month, particularly within Zones 1 and 3.

Zone 1 – Eastvale and Jurupa Valley

In Zone 1, staff conducted 1,061 inspections and completed 222 mosquito-control treatments during August 2026, with approximately 22% of inspected sources requiring treatment. Mosquito production remained associated primarily with catch basins, curb and gutter systems, best management practice facilities, irrigation ponding, storm drains, ditches, and flood-control channels.

Five mosquito collections from Zone 1 tested positive for WNV during August, bringing the zone's seasonal total to seven positive collections. In accordance with the district's standard response plan, one-half-mile buffers were established around the positive trap locations, and field staff conducted intensified larval surveillance and control activities.

The positive trap located along the Eastvale Bike Trail near Eastvale Community Park warranted an expanded response because of its proximity to a youth sports complex and the heavily used recreational areas surrounding the trap. Following the initial positive collection, the district conducted an adult mosquito-control application to reduce adult mosquito populations and the potential for mosquito-human contact. Staff will continue monitoring all positive trap locations and adjusting response activities based on mosquito abundance, virus activity, and prevalence.

Zone 2 – Norco and Western Riverside

In Zone 2, staff conducted 1,265 inspections and completed 239 mosquito-control treatments during August 2026, with approximately 19% of inspected sources requiring treatment. Mosquito production remained associated primarily with curb and gutter systems, catch basins, flood-control channels, ditches, irrigation ponding, ornamental water features, and other drainage infrastructure.

The zone experienced typical seasonal breeding conditions, with numerous sources found actively producing mosquitoes. However, unlike some of the district's other operational areas, no WNV activity had been detected within Zone 2 as of the end of August 2026.

Zone 3 – City of Riverside

In Zone 3, staff conducted 2,516 inspections and completed 610 mosquito-control treatments during August 2026, with approximately 24% of inspected sources requiring treatment. Zone 3 continued to represent the district's highest inspection and treatment workload. Mosquito

production remained concentrated primarily within curb and gutter systems, catch basins, ditches, best management practice facilities, storm-drain outlets, ornamental water features, and irrigation ponding.

Along with Zone 1, Zone 3 experienced elevated WNV activity during the month. Nine mosquito collections tested positive during August, bringing the zone's seasonal total to 11 positive collections. Seven of these 11 positive collections were associated with a residential area immediately west of Sycamore Canyon Park.

Door-to-door inspections were conducted in the affected neighborhood during July, followed by a wide-area larvicide spray treatment near the end of the month. Staff also conducted intensified source searches around the positive trap locations and identified several sites within the Sycamore Canyon arroyos that were heavily producing mosquitoes, as shown in the photographs below.



An adult mosquito-control application was scheduled for early September to reduce adult mosquito populations within the affected area. Warning signs were also placed in nearby recreational areas to notify residents of the increased virus activity and remind them to take personal precautions to prevent mosquito bites.

Zone 4 – City of Corona

In Zone 4, staff conducted 1,479 inspections and completed 255 mosquito-control treatments during August 2026, with approximately 17% of inspected sources requiring treatment. Mosquito production remained associated primarily with catch basins, curb and gutter systems, best management practice facilities, irrigation ponding, ditches, sewage-effluent systems, and storm-drain outlets.

Zone 4 experienced increased seasonal breeding activity and recorded its first WNV-positive mosquito collection of the season in the unincorporated El Cerrito area. A one-half-mile response buffer was established around the trap location, and the assigned technician conducted intensified source inspections throughout the surrounding area. Subsequent mosquito traps were

placed, and the district will continue monitoring the area to determine whether additional control measures are warranted.

Zone 5 – Lake Elsinore and Canyon Lake

In Zone 5, staff conducted 1,385 inspections and completed 201 mosquito-control treatments during August 2026, with approximately 15% of inspected sources requiring treatment. Mosquito production remained associated primarily with catch basins, best management practice facilities, ditches, street drains, irrigation ponding, flood-control channels, and other standing-water habitats.

The Zone 5 technician reported breeding activity generally consistent with typical seasonal trends. No mosquito-borne virus activity was detected within the zone during August 2026.

Zone 6 – District Wetlands

Zone 6 staff conducted 414 inspections and completed 39 mosquito-control treatments during August 2026, with approximately 9% of inspected sources requiring treatment. Surveillance and larval-control activities remained focused on treatment wetlands, ditches, the Santa Ana River system, best management practice facilities, ponds, and other difficult-to-access mosquito habitats.

Reduced mosquito production was observed within many of the zone's larger wetland systems, including the wetlands adjacent to Lake Elsinore south of Storm Stadium and the ponds within the Prado Basin. Water within these areas remained contained within established holding ponds, and conditions remained stable enough to support natural predators, allowing the wetland systems to function appropriately.

Elevated mosquito activity continued along portions of the Santa Ana River Bike Trail, particularly the section passing through the City of Eastvale. Several WNV-positive mosquito collections included in Zone 1's totals were recorded along this section of the trail; however, the mosquito-producing sources affecting these traps are associated with the surrounding wetland areas managed under Zone 6. In response, staff conducted ongoing larval treatments coupled with adult mosquito-control applications to reduce mosquito populations and the potential for virus transmission. Warning signs were also placed in early September nearby recreational areas to notify residents of the increased virus activity and remind them to take personal precautions to prevent mosquito bites.

West Nile Virus

WNV activity increased during August, with the greatest concentration of positive mosquito collections occurring in Zones 1 and 3. Five collections tested positive in Zone 1 during the month, bringing its seasonal total to seven, while nine collections tested positive in Zone 3, bringing its seasonal total to 11. Zone 4 also recorded its first WNV-positive mosquito collection

of the season in the El Cerrito area, bringing the Districtwide total to 19 positive mosquito collections as of the end of August 2026.

Operations staff responded by establishing one-half-mile buffers around positive trap locations and conducting intensified inspections, larval surveillance, source searches, and mosquito-control treatments. Adult mosquito-control applications were also used in selected areas where virus activity, mosquito abundance, and the potential for public exposure warranted an expanded response. The district will continue monitoring mosquito abundance, virus prevalence, and subsequent trap results and will adjust its response activities as conditions change.

Field Activities carried out during the month of August 2026

	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Wetlands	Out of District	Totals
Mosq. Sources:								
Inspected:	1061	1265	2516	1479	1385	414	3	8123
Treated:	222	239	610	255	201	39	0	1566
Percentage breeding:	21%	19%	24%	17%	15%	9%	0%	19%
Mosq. Treatment Area:								
Acreage	.65	1.47	3.53	6.73	4.42	75.54	.00	92.34 ac.
Service Requests:								
Mosq.'s	26	25	42	74	6	0	17	190
Bees	3	1	18	14	2	0	3	41
Rats	4	4	5	14	6	0	3	36
Flies	0	0	0	1	0	0	0	1
Fish	2	3	1	3	1	0	1	11
Misc.	8	1	8	6	1	0	0	24
Total	43	34	74	112	16	0	24	303

LABORATORY REPORT

August 2026

Chloe Wang, PhD, Director of Scientific Programs

Greg Williams, Assistant Vector Ecologist

Jessica Coolidge, MSc, BCE, PHE, Lab Associate

Jennifer Wong, REHS, Lab Associate

I. Surveillance Program

1. Mosquito Surveillance

Host-Seeking Trap Surveillance

Laboratory staff deployed 228 host-seeking mosquito surveillance traps in August 2026, 198 (87%) of which were BG-Sentinel 2 traps and 30 (13%) of which were BGPro-EVS traps. Mosquito abundance in August has decreased from July, with 69.4 female mosquitoes/trap night in August compared to 88.1 female mosquitoes/trap night in July. Wetland area abundance consisted primarily of *Cx. erythrothorax* (20.1% of overall total), followed by *Cx. tarsalis* (4.2%) and *An. hermsi* (1.8%). Urban areas consisted primarily of *Cx. quinquefasciatus* (59.4% of overall total) and *Ae. aegypti* (11.3% of overall total). See **Table 1** for a summary of host-seeking mosquito surveillance activity.

Table 1. Abundance of adult female mosquitoes captured by CO₂-baited BG-Sentinel 2 and BGPro traps in August 2026.

Adult Female Mosquito Surveillance: BGSENT + BGPro Traps									
Genus	Species	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Total	% of Total
<i>Aedes</i>	<i>Ae. aegypti</i>	425	252	772	228	74	30	1781	11.3%
	<i>Ae. vexans</i>	0	0	0	0	0	1	1	0.0%
<i>Anopheles</i>	<i>An. franciscanus</i>	0	0	2	0	2	1	5	0.0%
	<i>An. hermsi</i>	23	6	6	3	5	234	277	1.8%
<i>Culiseta</i>	<i>Cs. incidens</i>	2	37	190	1	3	5	238	1.5%
	<i>Cs. particeps</i>	0	0	0	0	1	11	12	0.1%
<i>Culex</i>	<i>Cx. erythrothorax</i>	228	4	16	9	12	2912	3181	20.1%
	<i>Cx. quinquefasciatus</i>	3668	386	3674	484	338	847	9397	59.4%
	<i>Cx. stigmatosoma</i>	17	1	104	2	1	51	176	1.1%
	<i>Cx. tarsalis</i>	152	15	65	110	10	316	668	4.2%
	<i>Cx. thriambus</i>	2	0	0	1	0	88	91	0.6%
Total Mosquitoes		4517	701	4829	838	446	4496	15827	100.0%
# Traps Set		53	34	73	30	17	21	228	

Gravid Trap Surveillance

Gravid traps are used to target female mosquitoes seeking stagnant water sources to lay eggs. Female mosquitoes collected from gravid trap surveillance can be key indicators of arboviral disease transmission, as they have assuredly had an opportunity to take a bloodmeal, which may have allowed for viral transmission. Gravid trapping continued in August, with 31 traps set. Overall gravid mosquito abundance decreased slightly since last month, with 20.4 female mosquitoes/trap night in August compared to 28.5 mosquitoes/trap night in July. See **Table 2** for a summary of gravid mosquito surveillance activity.

Table 2. Abundance of adult female mosquitoes captured by gravid traps set in August 2026.

Adult Female Mosquito Surveillance: Gravid Traps									
Genus	Species	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Total	% of Total
<i>Aedes</i>	<i>Ae. aegypti</i>	10	3	1	6	4	0	24	4.0%
<i>Culex</i>	<i>Cx. quinquefasciatus</i>	260	55	99	39	66	68	587	93.0%
	<i>Cx. stigmatosoma</i>	2	1	0	3	0	0	6	1.0%
	<i>Cx. tarsalis</i>	6	0	6	0	0	3	15	2.0%
Total Mosquitoes		278	59	106	48	70	71	632	100.0%
# Traps Set		11	6	8	2	3	1	31	

2. Arbovirus Surveillance

Dead Bird Surveillance

In 2026, dead bird samples are the first reports of WNV activity in California. As of August 28, 2026, 481 dead bird samples have tested positive for WNV (28.89% positive out of 1,665 samples for the state of California) (**Table 3, Figure 1**). Detailed information about dead birds reported, tested, and positive by county is listed at westnile.ca.gov, and will be updated weekly.

In 2026, three of 33 dead bird samples collected within the District have tested positive for WNV to date (**Figure 2**). Corresponding responses to the positive detections were taken by the Departments of Operations and Scientific Programs (District Laboratory), with active mosquito surveillance and appropriate treatment and control. No evidence of active WNV transmission was detected.

How to report a dead bird: Residents can submit a dead bird report to the California Department of Public Health (CDPH) year-round using the online form: <https://westnile.ca.gov/report>. Alternatively, residents can call the WNV call center at 1-877-968-2473 (1-877-WNV-BIRD) to report a dead bird from April to October. A video and reporting steps are provided on the same website for an overview of the dead bird reporting process and what to expect when reporting a dead bird: [Reporting a Dead Bird](#).

WNV Mosquito Pools

As of the end of August 2026, 19 of the 387 mosquito pools (4.91%) tested within the District have been positive for West Nile virus (WNV) (**Figure 2**). The District Department of Scientific Programs has increased the surveillance capacity with cluster trapping; the Department of Operations also responds with targeted inspection, control, and treatment. Statewide, 3,001 of 41,132 mosquito pools tested (7.30%) across 29 counties have been positive for WNV (**Figure 1**). At this time last year, 1,712 WNV positive mosquito pools had been reported from 26 counties. Riverside County has reported a total of 48 WNV-positive mosquito pools (**Table 3**).

Table 3. California Statewide, Riverside County and Districtwide West Nile Virus activity summary for 2026, updated 08/28/2026 (*State and County Data Source: CDPH, <http://westnile.ca.gov>*).

WNV POSITIVES	2026 DISTRICT TOTALS YTD		2025 DISTRICT TOTALS YTD		RIVERSIDE COUNTY TOTALS YTD	2026 STATE TOTALS YTD		2025 STATE TOTALS YTD		STATE 5-YEAR AVERAGE
	Count	% Positive	Count	% Positive	Count	Count	% Positive	Count	% Positive	Count
Human cases	0		0		1	65		17		28
Human suspected reports										
Mosquito Pools	19	4.91%	0	0.00%	48	3001	7.30%	1712	5.27%	1810
Dead Birds	3	9.09%	0	0.00%	4	481	28.89%	97	7.77%	197
Chickens	--	--	--	--	0	106	3.71%	20	0.83%	58
Total	22	5.24%	0	0.00%	53	3653	7.86%	1846	5.06%	2094.0

WNV Human Cases

No human cases have been reported in the District. Riverside County reported the first human case of WNV disease this year in Epiweek 34. Relatively higher WNV activity has continued in California. In 2026, 65 human cases of WNV disease have been reported from 16 counties. Of the 65 case patients, 55 (85%) had neuroinvasive disease and 5 (7.7%) were fatal. In addition to the 65 cases of WNV disease, eight asymptomatic WNV infections have been reported from five counties. At this time last year, 17 human cases of WNV disease had been reported from 8 counties. (Source: *California Arbovirus Surveillance Bulletin #21*) (**Table 3, Figure 1**).

The District reminds residents that preventing mosquito breeding and avoiding mosquito bites are the best defenses against West Nile virus. Residents are encouraged to:

- Dump and drain standing water from buckets, flowerpot saucers, birdbaths, toys, tires, and other containers at least once a week.
- Scrub containers that hold water to remove mosquito eggs.
- Maintain swimming pools, spas, and ornamental ponds to prevent mosquito breeding.
- Wear an EPA-registered insect repellent containing DEET, Picaridin, IR3535, or Oil of Lemon Eucalyptus when spending time outdoors.
- Wear long sleeves and pants when practical and ensure window and door screens are in good condition.

Residents are also encouraged to:

- Contact Northwest Mosquito and Vector Control District at 951-340-9792 if they are experiencing mosquito problems or would like to report neglected swimming pools or other stagnant water sources.
- Report dead birds by visiting westnile.ca.gov or calling 1-877-968-2473 (1-877-WNV-BIRD).

Data Sources for Residents:

- Most up-to-date data for WNV in California: Westnile.ca.gov | California West Nile Virus Website.
- Most up-to-date data for WNV in the United States: [Current Year Data \(2026\) | West Nile Virus | CDC](http://Current Year Data (2026) | West Nile Virus | CDC).

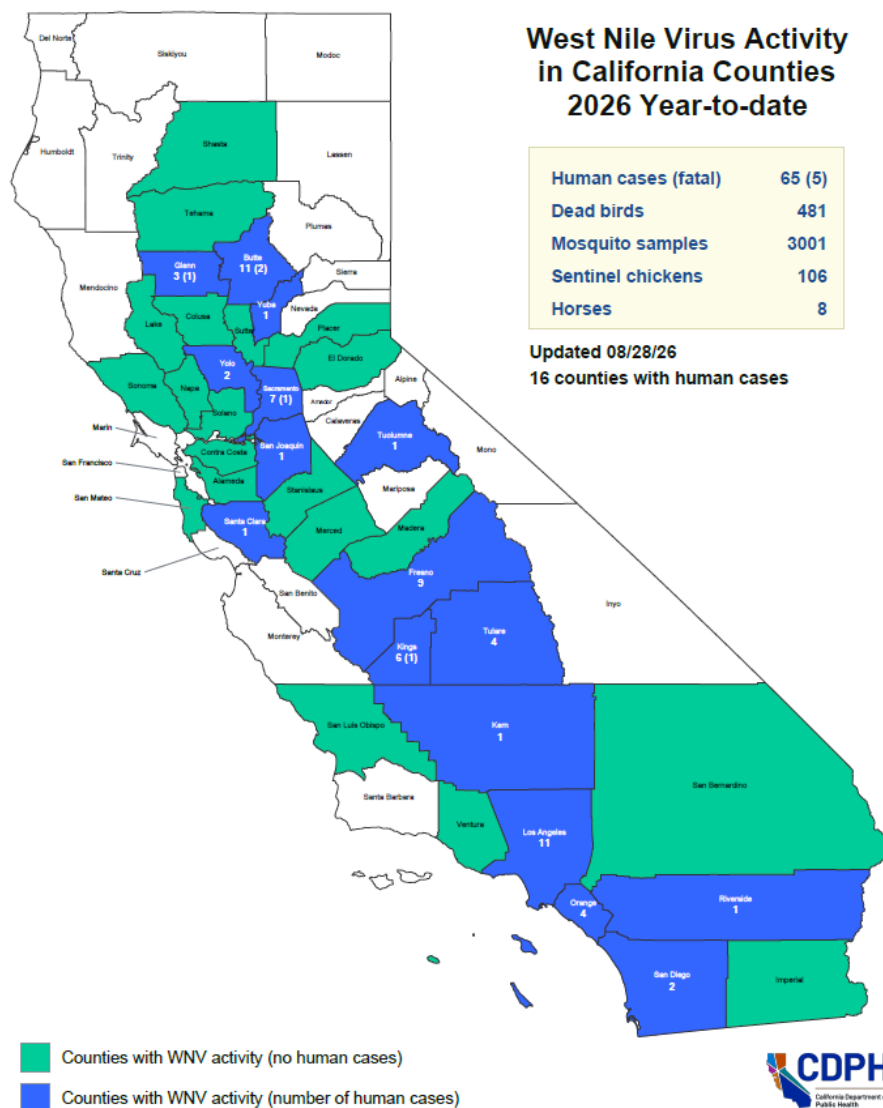


Figure 1. Statewide West Nile Virus activity in California counties for 2026, updated 08/28/2026 (Source: CDPH, <http://westnile.ca.gov>).

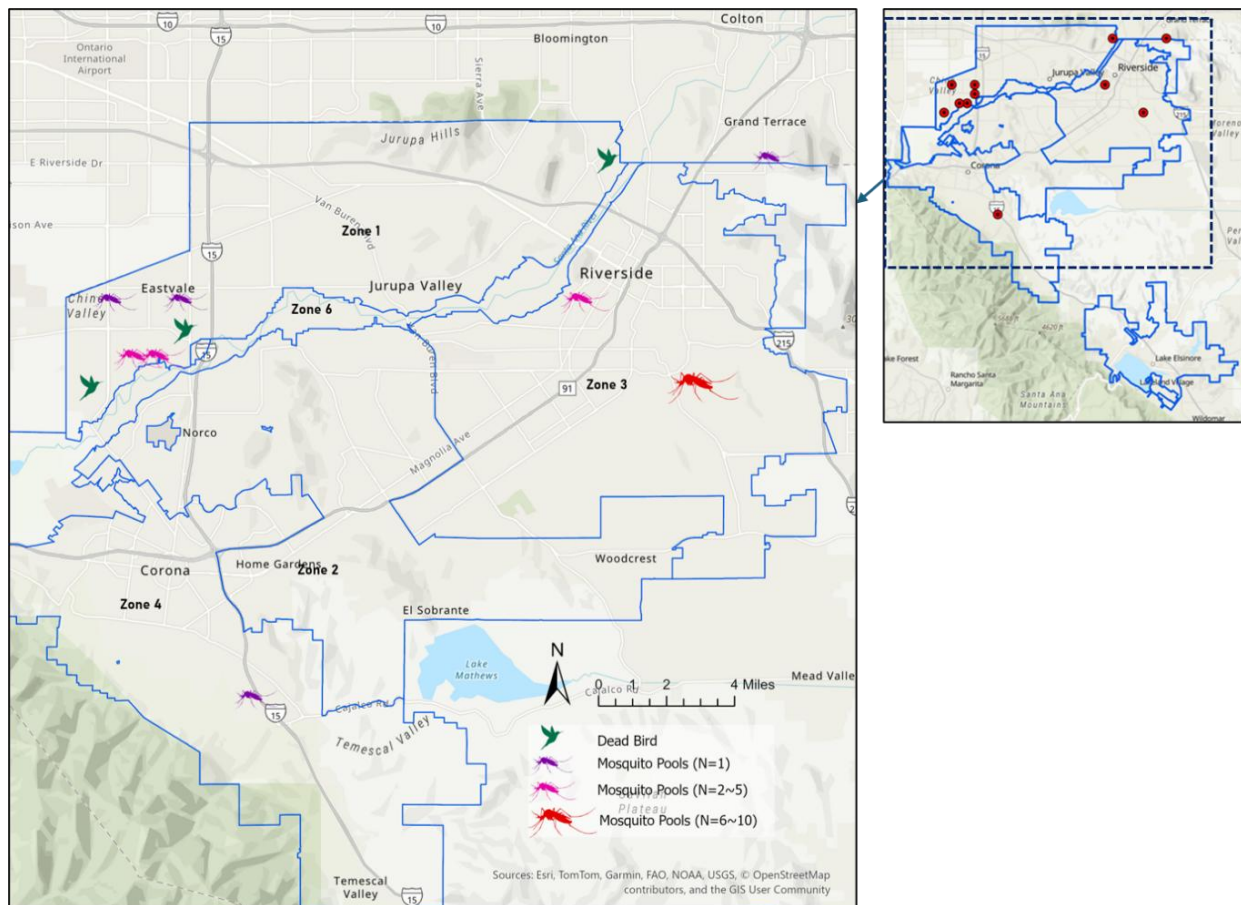


Figure 2. District-wide West Nile Virus activity for 2026, updated 08/28/2026.

St. Louis encephalitis virus (SLEV)

Activity of St. Louis encephalitis virus in California has remained very low during 2026. No SLEV human cases were reported through the state. In 2026, three SLEV positive mosquito pools have been reported from 2 counties: Imperial (1) and Riverside (2). At this time last year, 44 SLEV positive mosquito pool had been reported from three counties. No SLEV positive pools were detected within the District.

Special update on September 4, 2026:

- **SLEV human case:** A single (1) human case of St. Louis encephalitis virus (SLEV) was reported that Epiweek from one county: San Diego. At this time last year, no human cases of SLEV had been reported.
- **SLEV mosquito pools:** 4 SLEV positive mosquito pools have been reported from three counties: Imperial (1), Riverside (2), and Tulare (1). At this time last year, 72 SLEV positive mosquito pools had been reported from 3 counties.

Through September 11, four mosquito samples have tested positive for SLEV this year in Tulare, Riverside, and Imperial counties. One human disease case has been reported in San Diego.

Aedes-Associated Disease Incidence

The California Department of Public Health (CDPH) provides monthly updates on human disease cases caused by viruses transmitted by invasive *Aedes* mosquitoes. The most recent update, current through September 1, 2026 is summarized below:

- 1) *Dengue cases*: 36 symptomatic travel-related dengue cases have been reported in state. No locally acquired *Aedes*-associated human disease cases have been reported in California or the continental United States.
- 2) *Chikungunya cases*: Three symptomatic chikungunya cases were reported in state: San Fransico, Sonoma and Placer.
- 3) *Zika cases*: No Zika infection was reported among California residents.

II. Mosquitofish Program

Mosquitofish Use

The District currently has a mosquitofish program that utilizes the western mosquitofish (*Gambusia affinis*) as a biopesticide to control mosquitoes. The sources controlled are restricted to closed water systems only. Regulatory issues prevent any stocking in watersheds or open water systems that potentially flow into these watersheds. In August, a total of 198 mosquitofish were used by residents (87 fish) and technicians (111 fish) (**Figure 3**). So far, the year-to-date mosquitofish usage is 1,520, with residents and technicians stocking 540 and 980 fish, respectively. Our system currently houses under 300 fish.

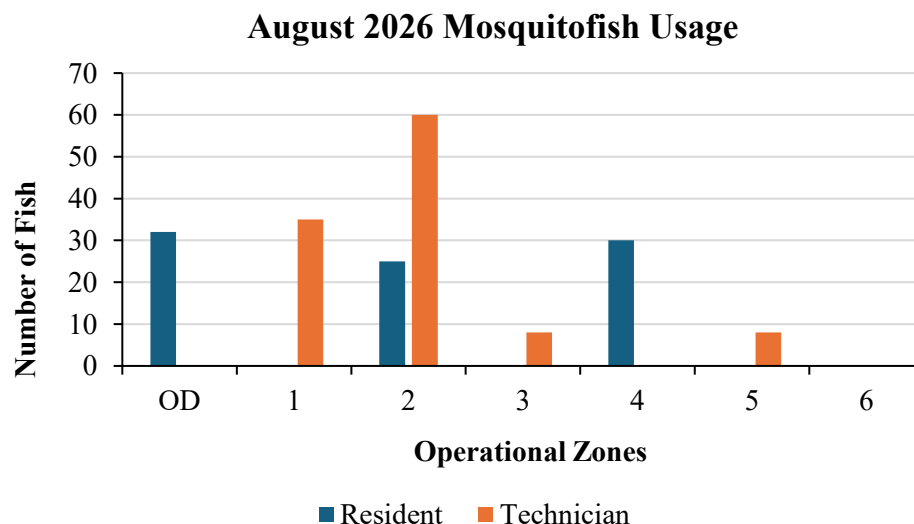


Figure 3. Number of mosquitofish used for each operational zone in August 2026.

Water Chemistry

In August the nitrification cycle continued to work well. All readings for ammonia, nitrite, and nitrate were zero parts per million. The alkalinity fluctuated mildly between 100 and 120 ppm with the corresponding pH levels staying between 8.6 and 8.8. Small amounts of baking soda were added throughout the month to maintain optimal water chemistry.

III. Sterile Insect Technique (SIT) Program

The Sterile Insect Technique (SIT) is a biological mosquito control method that involves releasing sterilized, locally reared male mosquitoes to suppress invasive mosquito populations as part of an Integrated Vector Management (IVM) strategy. The District is expanding its SIT program in 2026. The public can check the District SIT webpage for more information: [*Sterile Insect Technique - Northwest Mosquito and Vector Control District*](#).

Laboratory staff continued to conduct sterile male *Aedes aegypti* releases in Riverside each week in August. Each week, approximately 24,000 irradiated sterile male mosquitoes, marked with a UV-reactive fluorescent pigment, were released within the treatment area. During routine weekly releases: 1) 23 BG-Sentinel 2 traps have been deployed 48 hours post-release to accurately monitor *Ae. aegypti* abundance; and accordingly 2) 23 oviposition traps have been placed to monitor real-time mosquito fecundity and fertility.

The Laboratory has implemented a comprehensive QC program to evaluate the quality and performance of mosquitoes received from the vendor. Testing includes sterility assessments on a monthly basis, survival assessments quarterly, and sexual competitiveness assessments monthly. These evaluations help verify the quality of each shipment, monitor mosquito fitness over time, and provide data to support optimization of the SIT program and overall field efficacy. The August batch of mosquitoes released showed 100% sterility at a ratio of 1:1 to colony female *Aedes aegypti* under laboratory conditions (**Figure 4**). No female contamination was detected during inspection for four releases in August.



Figure 4. Sterility assessment setup.

IV. Trials and Other Laboratory Activities

As an important component of the District Integrated Vector Management (IVM) program, the Department of Scientific Programs (District Laboratory) continues with targeted surveillance in areas with high *Culex* and *Aedes* mosquito abundance to provide the Department of Operations with timely and localized information to support more precise, targeted, and cost-effective control decisions. The Laboratory deployed mosquito traps throughout the treatment area and surrounding neighborhoods pre- and post-treatment by Operations to evaluate the efficacy of the adulticide application and provide timely feedback to the Department of Operations. The Laboratory also conducts larval and adult mosquito bioassays, as appropriate, to evaluate treatment efficacy and support optimization of mosquito control strategies.

NWMVCD Treasurer's Dashboard Report - August 2026

Account Balances as of July 31, 2026

Institution	Identification	Percent of Total	Balance
LAIF	Common Investments	80.66%	11,171,472.84
Riverside County	Fund 51255	0.20%	28,006.93
Citizens Business Bank	General Operating Account	17.07%	2,364,287.48
Citizens Business Bank	Payroll Account	0.75%	103,770.03
Citizens Business Bank	Money Market Account	0.08%	11,041.32
VCJPA	Common Investments	1.24%	171,897.00
CalPERS	CERBT (Restricted)	0.00%	-
		100.00%	\$ 13,850,475.60

MONTHLY REVENUE

Date	Received From	GL Acct #	Description	Amount
08/10/2026	Southwest Resource Management Assn.	4777520	Current Services	855.18
08/10/2026	Orange County Water District	4777520	Current Services	884.51
08/10/2026	Orange County Water District	4777520	Current Services	265.89
08/18/2026	Sedgewick Claims Management Services	4780220	Surplus & Salvage	5,581.93
08/31/2026	Other Interest	4740032	Interest	0.94
Total				\$ 7,588.45

MONTHLY EXPENSES

Account Number	Category	Amount
1-510040	Salaries - Regular	160,088.00
1-510080	Salaries - Extra Help	50,654.79
1-510320	Salaries - Temporary	800.00
1-513000	Retirement - PERS	42,656.44
1-513120	Retirement - OASDI	12,174.37
1-513130	Retirement - 401a	4,984.08
1-513140	Payroll Tax - Medicare	2,847.23
1-515000	Insurance -Employee Group Dental	921.52
1-515080	Insurance -Employee Group	38,150.12
1-515260	Insurance - Unemployment	317.90
2-524500	Operational expenses	29,717.71
2-524520	Administrative expenses	19,776.43
2-529540	Utilities	10,369.25
9-546020	Structure/Improvement	-
Total		\$ 373,457.84

Account Balances as of August 31, 2026

Institution	Identification	Percent of Total	Balance
LAIF	Common Investments	89.85%	12,171,472.84
Riverside County	Fund 51255	0.21%	28,006.93
Citizens Business Bank	General Operating Account	5.04%	682,570.94
Citizens Business Bank	Payroll Account	3.55%	480,695.27
Citizens Business Bank	Money Market Account	0.08%	11,042.26
VCJPA	Common Investments	1.27%	171,897.00
CalPERS	CERBT (Restricted)	0.00%	-
		100.00%	\$ 13,545,685.24

Notes to the Treasurers Report:

Variance	\$ (61,079.03)
Change in AP from Prior Month	(43,535.53)
Change in AR from Prior Month	104,301.71
Change in Payroll Liabilities from Prior Month	312.85
Capital Expenditures	-
Adjusted Variance	\$ 0.00

Consent Item #5.E.



Action Required - SECURE 2.0 Amendment for Your Retirement Plan

Dear Plan Sponsor:

Your retirement plan document must be amended to comply with the provisions of the SECURE 2.0 Act (SECURE 2.0). See below Frequently Asked Questions (FAQ) providing additional detail on the amendment.

Attached are your plan's documents:

- SECURE 2.0 amendment **for your signature**
- Summary of Material Modifications (SMM) (if we provide you with Summary Plan Descriptions and SMMs)

Action Required

- **Review the document(s) to confirm they align with your plan administration.** You should consult with your legal counsel and/or other advisor(s) to assist with this review to the extent you deem appropriate.
- **Electronically sign field prompting an e-signature within 30 days of receipt of this document package.** A failure to timely sign the amendment could put your plan's tax-qualified status at risk. See FAQ for information on IRS deadline to sign amendment.
- If you need to make any changes to the provisions provided for in the amendment, please contact your Empower representative. **Changes must be requested prior to September 1, 2026.**
- **For plans subject to ERISA, ensure the SMM is timely distributed.** All eligible participants and beneficiaries must receive a copy no later than 210 days after the close of your Plan Year in which any change(s) is/are adopted as required by the Department of Labor (DOL). New plan participants must also receive a copy of the SPD no later than 90 days after joining the plan.
- Keep copies of your updated plan documents in your records.

If you have questions, please contact your Empower representative.

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FAQ: SECURE 2.0 Amendment

The information provided is for general informational purposes only and does not address specific situations or fact patterns. Plan sponsors are advised to consult their tax and/or legal advisor for specific guidance as to their Plan(s).

Q: What is the SECURE 2.0 Act and how does it impact retirement plan documents?

A: The SECURE 2.0 Act (SECURE 2.0), enacted into law on December 29, 2022, is comprehensive legislation that includes numerous retirement plan provisions going into effect over multiple years. It builds on provisions from the original SECURE Act (SECURE 1.0) enacted in December 2019 and is aimed at improving retirement savings and coverage.

Q: What are the changes under SECURE 2.0?

A: SECURE 2.0 includes both mandatory and optional changes impacting retirement plans. See below chart for an overview highlighting some key provisions included in the amendment. Prior communications from Empower covered the changes in more detail and offered elections for optional provisions applicable to your plan.

Q: Is a plan document amendment required for SECURE 2.0?

A: Yes. A plan document must be amended for SECURE 2.0. Even if a plan does not implement any optional SECURE 2.0 provisions, an amendment is required for mandatory provisions such as the increase in the required minimum distribution age. The amendment provided for SECURE 2.0 will depend on the type of plan and optional provisions applied to the plan.

Q: When must plans be amended for SECURE 2.0?

A: The IRS deadline to sign a SECURE 2.0 amendment is 12/31/2026 (12/31/2028 for collectively bargained plans, 12/31/2029 for governmental plans). Adopting a SECURE 2.0 amendment in advance of the deadline will assist you in documenting your administration of SECURE 2.0 provisions many of which went into effect in prior years. For example, your plan document will reflect the current required beginning date change for RMDs.

Q: Will there be a fee for the SECURE 2.0 amendment?

A: The fee for the SECURE 2.0 amendment is \$1500 and will be included in your next invoice. With respect to ERISA plans, prior guidance from the Department of Labor has indicated that expenses for **required** amendments may be paid from plan assets. Plan sponsors should discuss the implications of using plan assets for these expenses with their legal advisors prior to making this determination for their specific circumstances.

Q: Do plans need a SECURE 2.0 amendment if a SECURE 1.0 amendment was adopted or the plan was otherwise amended (e.g., for a discretionary change)?

A: Yes, the SECURE 2.0 amendment is a separate required amendment. The amendment for SECURE 1.0 was previously provided to plan sponsors.

Q: Is a Summary of Material Modifications (SMM) required for SECURE 2.0?

A: Yes, an SMM communicates changes made by SECURE 2.0 to participants.

- The SMM we provide to you updates your existing SPD to reflect new provisions under SECURE 2.0.
- For plans subject to ERISA, the SMM must be provided to participants by 210 days after the end of the plan year in which the changes are adopted. For a calendar year plan, that would be July 29, 2027, presuming the changes are adopted in 2026.

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If you use a custom SPD, it is your obligation to determine whether the provided SMM is sufficient for your needs and revise as necessary prior to distribution. You will need to append the SMM to the SPD you maintain or update the SPD you maintain.

Q: Can we provide an updated SPD instead of the SMM?

A: Yes, you can provide an updated SPD, rather than an SMM, to participants. If your plan is later amended and you receive an updated SPD that reflects the changes in these amendments, it is sufficient to provide that updated SPD.

Q: I have a governmental plan. Do I have to distribute the SMM?

A: Governmental employers are not required to provide an SPD or SMMs under federal requirements. However, you may have previously been provided with an optional Summary of Plan Provisions or Summary Plan Description with your plan document.

- If you previously provided a summary to plan participants, you should provide the SMM to current participants and distribute both the summary and the SMM to new participants.
- If you have never received or provided a summary, you are not required to provide an SMM to participants.

SECURE 2.0 Key Amendment Provisions

Following is a summary of key provisions in the SECURE 2.0 plan amendment.

SECURE 2.0 Provision	Effective Date	Plans Affected	Explanation
Mandatory automatic enrollment (SECURE 2.0 Section 101)	Plan years after 12/31/2024	401(k), 403(b)	Requires new plans to include automatic enrollment and automatic increase provisions with the option for the participant to opt out. Applies to new plans established on or after December 29, 2022, unless a statutory exemption applies.
Age increase for Required Minimum Distributions (RMDs) (SECURE 2.0 Section 107)	Applies to distributions required to be made after December 31, 2022	401(a), 401(k), 403(b), 457(b)	Increases the age used for an individual's Required Beginning Date for RMDs first to age 73 and later to age 75.
Higher catch-up limit for participants ages 60-63 (SECURE 2.0 Section 109)	Taxable years beginning after December 31, 2024	401(k), 403(b), Govt 457(b)	Increases Catch-Up Limit for participants age 60–63.
Student loan match (SECURE 2.0 Section 110)	Plan years after 12/31/2023	401(k), 403(b), 457(b), Govt 457(b)	Permits plans to treat student loan payments as elective deferrals for purposes of matching contributions.
Emergency expense withdrawals (SECURE 2.0 Section 115)	Distributions made after 12/31/2023	401(a), 401(k), 403(b), Govt 457(b)	Allows participants to take an emergency personal expense withdrawal, which is exempt from the 10% early distribution penalty. The distribution is up to the lesser of \$1,000 or vested account balance minus \$1,000.
Long-Term Part-Time (LTPT) Employees (SECURE 2.0 Section 125)	Plan years after 12/31/2024	401(k), 403(b) covered by ERISA	Requires plans to allow LTPT employees (those working $\geq$ 500 hours in each of two consecutive years) to make elective deferrals.
Increase in maximum mandatory distribution threshold (SECURE 2.0 Section 304)	After 12/31/2023	401(a), 401(k), 403(b), Govt 457(b)	Allows plans to increase the mandatory cashout/auto-rollover threshold to \$7,000.
Eliminate the “first day of the month” requirement (SECURE 2.0 Section 306)	After 12/31/2022	Govt 457(b)	Allows deferral election changes to be effective immediately by policy, rather than on the first of the month.

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Top-heavy nonelective rule (SECURE 2.0 Section 310)	Plan years after 12/31/2023	401(a), 401(k)	Permits exclusion of Otherwise Excludable Employees (OEEs) from getting top-heavy minimum contributions
Self-certification of hardships (SECURE 2.0 Section 312)	12/29/2022	401(k), 403(b), Govt 457(b)	Permits reliance on self-certification for hardships/457(b) unforeseeable emergencies (with limited exceptions).
Domestic Abuse Distributions (SECURE 2.0 Section 314)	After 12/31/2023	401(a), 401(k), 403(b), Govt 457(b)	Allows plans to permit a participant that self-certifies that the participant experienced domestic abuse to take a distribution within one year of an incident of abuse.
403(b) plan hardship withdrawals (SECURE 2.0 Section 602)	Plan years after 12/31/2023	403(b)	Permits hardship withdrawals to include not only employee contributions but also employer contributions such as employer matching, non-elective contributions, and related earnings.
Catch-ups made as Roth contributions (SECURE 2.0 Section 603)	Tax years after 12/31/2025	401(k), 403(b), Govt 457(b)	Catch-ups must be made as Roth contributions for participants whose FICA compensation exceeded \$145,000 in the prior calendar year.

This summary does not include all changes in the plan amendment. Please carefully review the documents to ensure all plan terms accurately reflect the administration of your plan. These materials do not constitute tax or legal advice upon which any party can rely. Plan sponsors are encouraged to consult their own legal or tax advisors for questions on their specific situation.

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AMENDMENT TO IMPLEMENT SECURE 2.0, SECURE, AND CARES

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, in the case of discretionary amendments, as soon thereafter as administratively practicable for the Plan.
- 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. This Amendment uses the phrase “elective deferral” to refer to contributions described in Code § 402(g)(3) or salary reduction contributions to a 457(b) Plan. Many Articles include definitions which are specific to that Article. To the extent the Plan does not use a defined term used in this Amendment, the Amendment is to be interpreted as if the appropriate defined term from the Plan was referenced in the Amendment.
- 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 the statutes described below and related IRS guidance. The provisions of this Amendment, and any policies or procedures adopted or modified pursuant to it, shall be interpreted and applied in a manner consistent with these statutes and any related guidance issued by the IRS or DOL, whether issued before or after the date of this Amendment. If any provision of this Amendment is rendered inoperative due to conflicting guidance, the Plan Administrator may disregard or revise such provision consistent with the intent of this Amendment and applicable law. The Plan Administrator may, but is not required to, reduce such policies or procedures to writing. The statutes include:
 - SECURE 2.0 Act of 2022 (“SECURE 2.0”) enacted as Division T of the Consolidated Appropriations Act of 2023,
 - Setting Every Community Up for Retirement Enhancement Act of 2019 (“SECURE”) enacted as Division O of the Further Consolidated Appropriations Act of 2019,
 - Coronavirus Aid, Relief, and Economic Security Act (“CARES”), and
 - Bipartisan American Miners Act (“BAMA”) as enacted in Division M of the Further Consolidated Appropriations Act of 2019.
- 1.5 **403(b) Plans.** To the extent this Amendment provides for distribution options, those options apply only to the extent permitted under the relevant investment arrangement documentation.
- 1.6 **Preservation of prior amendments.** Except as provided in (a) through (d) below, this Amendment supersedes any previously adopted amendments relating to the same subject matter. *(Select one or more of (a) through (d) if applicable.)*
 - (a) [] **Prior CARES Amendment.** The Employer previously adopted a CARES amendment. The provisions of Section 2.24 and Article 24 do not apply. The provisions of that CARES amendment apply to the relief described therein, without regard to the provisions of Section 2.20 and Article 20.
 - (b) [] **Prior SECURE Amendment.** The Employer previously adopted a SECURE amendment which addressed the matters covered in Articles 25-27. Therefore, Sections 2.25-2.27 and Articles 25-27 shall not apply.
 - (c) [] **Prior BAMA Amendment.** The Employer previously adopted a BAMA amendment which addressed the matters covered in Article 27. Therefore, Section 2.27 and Article 27 shall not apply.

- (d) ☒ **General Override.** If the Employer previously amended the Plan after December 20, 2019, to implement a provision contained in one or more Articles of this Amendment, that prior amendment shall remain in effect and will not be superseded by this Amendment. For example, if the Employer adopted an amendment increasing Cash-Out Limits, the provisions of Section 2.15 and Article 15 will not apply. However, notwithstanding the selection of this paragraph (d), the provisions of Articles 5 and 16, and Sections 2.5 and 2.16 shall supersede any prior amendment.

- 1.7 **Restatements.** This amendment is designed to take into account Section 12.08 of Rev. Proc. 2025-04, which states: “A pre-approved plan restatement that generally is effective as of a certain date should not be treated as superseding a previously adopted interim plan amendment that is effective before or after the restatement’s effective date and that has not been incorporated or reflected in the restatement, provided that the pre-approved plan is operated in a manner consistent with the interim plan amendment. A plan is presumed to be operating in compliance with an interim plan amendment in any case in which the operation of the plan cannot be determined.” To the extent a preapproved plan restatement incorporates the provisions of this Amendment, the IRS-approved language is intended to control, so that the plan can rely on the opinion letter.

ARTICLE 2 IDENTIFICATION; ELECTIONS

2.1 Identifying information.

A. Name of Employer: Northwest Mosquito and Vector Control District

B. Name of Plan: Northwest Mosquito & Vector Control District DCP

C. Type of Plan (*optional; 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” (sometimes called a 401(a) plan) means a 401(k) Plan, Profit-Sharing Plan, Money Purchase Pension Plan or Defined Benefit Plan. “Defined Contribution Plan” or “DC Plan” means a Qualified Plan other than a Defined Benefit Plan. “Profit-Sharing Plan” includes stock bonus plans and ESOPs.

- 2.3 **Operating Elections.** Many subsequent Articles of this Amendment refer to elections appearing in this Article 2. Each of Sections 2.4 through 2.27 refers to a corresponding Article in this Amendment. 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 automatically 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 28 through 44; they apply by default based on plan type or other conditions. The following paragraphs summarize the default rules and list the Articles for which no elections are available in this Amendment.

- Article 3. Provide for limited notices to unenrolled participants.
- Article 4. There are no eligibility adjustments to avoid LTPT rules.
- Article 5. None of the optional adjustments for LTPT Employees apply.
- Article 6. Special military spouse provisions do not apply.
- Article 7. Mandatory automatic enrollment, if applicable, applies at lowest default deferrals.
- Article 8. Plan permits higher catch-up contributions for participants ages 60-63.
- Article 9. Does not allow additional SIMPLE deferrals.

- Article 10. HPI catch-ups are Roth; all participants can make Roth deferrals.
- Article 11. Roth employer contributions are not allowed.
- Article 12. Plan is not a starter 401(k) plan.
- Article 13. OEE employees do not receive top-heavy minimum contributions.
- Article 14. Student loan payments are not matched.
- Article 15. Cash-out limits are increased to \$7000.
- Article 16. EDB RMDs use life expectancy rule rather than the 10-year rule.
- Article 17. Emergency personal expenses distributions are not allowed.
- Article 18. Domestic abuse victim distributions are not available.
- Article 19. Terminally ill individual distributions are not available.
- Article 20. Qualified disaster recovery distributions are authorized as described in plan policies.
- Article 21. Hardship sources for 403(b) plans are expanded.
- Article 22. Qualified long-term care distributions are not permitted.
- Article 23. PLESAs are not implemented.
- Article 24. CARES 2020 RMD waivers apply unless the participant opts out.
- Article 25. The limitation on QACA maximum automatic deferrals is not increased
- Article 26. Qualified birth and adoption distributions are not available.
- Article 27. The age for pension and gov't 457(b) in-service distributions is not reduced to 59 ½.
- Article 28. Permits retroactive plan adoption.
- Article 29. Sole proprietors can defer to retroactively adopted plan.
- Article 30. Permits retroactive increase in certain employer contributions.
- Article 31. Difficulty of care payments included as compensation for 415.
- Article 32. Allows retroactive election of safe harbor nonelective. No notice needed for safe harbor nonelective.
- Article 33. Governmental 457(b) elections can be effective immediately.
- Article 34. Small deferral incentives allowed.
- Article 35. Repeals maximum age for deemed IRAs.
- Article 36. Three-year deadline for repayment of Qualified Birth and Adoption Distributions.
- Article 37. Plan can adopt policy regarding documenting hardship distributions.
- Article 38. Governmental plan that permits distributions for health and long-term care insurance can make distribution directly to participant.
- Article 39. Permits rollovers from SIMPLE IRAs.
- Article 40. Permits distribution of discontinued lifetime income investments.
- Article 41. The PPP or a named fiduciary is responsible for collection of PEP contributions.
- Article 42. Permits distribution of 403(b) custodial accounts on plan termination.
- Article 43. Permits additional nonelective contributions to SIMPLE 401(k) plans.
- Article 44. Recognizes tribal orders as potential QDROs.

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 – Optional 401(k) Adjustment to Eligibility Requirements to Avoid LTPT Rules. Except as provided below or in Articles 5 or 6, this Amendment does NOT modify the service requirements to make elective deferrals to a 401(k) plan. However, if Section 2.4(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 4. The provisions of this Section and Article 4 are effective January 1, 2024, unless otherwise specified in Section 2.4(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. Mere passage of time.)*

- (c) ☐ All Employees satisfy the service requirements to defer after one (1) Eligibility Computation Period 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 4 is effective as of _____.

2.5 **Article 5 – LTPT Employees.** The Employer makes the following optional elections regarding LTPT Employees. (Select all that apply.)

- (a) ☒ **Provisions which apply to LTPT Employees.** An LTPT Employee, in addition to being eligible to defer, shall also be treated as a Regular Participant for purposes of (check any or all that apply):
 - (1) ☐ Receiving an allocation of 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. [Note: Also see Article 13]
 - (5) ☒ Making after-tax Employee voluntary contributions.
 - (6) ☒ Making rollover contributions.
 - (7) ☐ Making deemed IRA contributions described in Code §408(q).
- (b) ☐ **Provisions inapplicable 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 shall be determined as described in Section 5.8(b) except as indicated below (select one):
 - (1) ☒ The same as the entry date that 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 and vesting of LTPT Employees and Former LTPT Employees will be determined as described in Article 5, 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 (as specified in (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 5.8(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) ☐ **Prior Elections.** Elections, to the extent consistent with Article 5 and applicable law, made in prior amendments relating to LTPT Employees shall remain in effect except as specified in this Section.
- (g) ☒ **Describe.** Describe additional provisions (including effective dates) which apply to LTPT Employees: Elections, to the extent consistent with Article 5 and applicable law, made in prior amendments relating to LTPT Employees shall remain in effect. If the Plan was not previously amended to specify elections described in this Section, the elections selected in this Amendment will apply.

2.6 **Article 6 – Military Spouse Provisions.** In the absence of an election below, Article 6 does NOT apply. To activate special provisions for military spouses, check (a). Select (b) if applicable.

- (a) ☐ Article 6 applies to contributions made after _____. (Enter date after December 31, 2022.)
- (b) ☐ If Article 6 applies, then a Military Spouse shall enter the Plan on the earlier of the date the he/she would otherwise enter the plan or the date which is 2 months after the Hire Date, unless otherwise specified below.
 - (1) ☐ A Military Spouse shall enter the Plan immediately on the Hire Date.
 - (2) ☐ Describe the entry date: _____

2.7 **Article 7 – Mandatory Automatic Enrollment.** The Employer makes the following optional elections with regard to the mandatory automatic enrollment provisions of Article 7. See Section 7.2(a) regarding the application of Plan and default provisions.

- (a) ☐ Article 7 is effective _____. [By default, Article 7 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 7 is effective regardless of whether the Plan is exempt under Code §414A(c). [This selection is appropriate for a Plan that is complying with the mandatory automatic enrollment rules, whether that compliance is voluntary or required. If the Plan is later determined to be exempt and the Employer wishes to discontinue EACA provisions, the Plan should be amended to remove this Election.]
- (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.
- (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) ☐ Unless selected below, the escalation provision in (c)(1) or (c)(3) will apply as of the first change date specified above that begins after the Participant first has contributions made pursuant to a default election (select one if applicable)
 - (1) ☐ **Second change date.** The escalation provision will apply as of the second change date after the Participant first has contributions made pursuant to a default election.
 - (2) ☐ **At least 6 months after.** The increase will apply as of the first Change Date thereafter which is at least 6 months (or 180 days) after the Participant first has automatic deferrals withheld.
- (f) ☐ 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.
- (g) 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) ☐ **Post-2024 Participants.** All Participants who become eligible to defer on or after the first day of the first Plan Year beginning in or after 2025.
- (6) ☐ **Describe.** _____.
- (h) ☐ If the Plan is a multiple employer plan (MEP or PEP), then Article 7 applies to all participating employers other than those who are exempt under Code § 414A(c), unless otherwise provided below *(select one)*:
- (1) ☐ **Applies to all.** Article 7 applies to all participating employers without regard to whether an employer is exempt under Code § 414A(c).
- (2) ☐ **Describe.** Article 7 applies to participating employers as follows: _____.
(e.g., Article 7 applies to all participating employers other than the following. Attach a separate schedule if automatic deferral schedules or elections apply differently to some of the participating employers.)
- 2.8 **Article 8 – Higher Catch-Up Contributions at Ages 60 to 63.** Article 8, permitting additional catch-up deferrals for Participants ages 60, 61, 62, and 63 APPLIES effective January 1, 2025, except as indicated below.
- (a) ☐ Article 8 does NOT apply.
- (b) ☐ Article 8 applies effective as of January 1, _____. *[Enter year after 2025.]*
- 2.9 **Article 9 – Higher SIMPLE 401(k) Deferrals.** In the absence of an election below, Article 9 does NOT apply. To activate higher deferral limits under SECURE 2.0 § 117 for a SIMPLE 401(k) plan, check (a) or (b). If Article 9 does apply, it is effective for January 1, 2024, unless a later year is specified in (c).
- (a) ☐ **Unconditional election:** Article 9 applies to deferrals.
- (b) ☐ **Conditional election:** Article 9 applies to deferrals for a calendar year only if the Employer does not exceed the Employee Threshold for that year.
- (c) ☐ **Delayed effective date:** Article 9 is effective as of January 1, _____. *[Enter year after 2024]*
- 2.10 **Article 10 – Roth Catch-Up Deferrals; Optional Roth Addition.** *[Plans that are not a 401(k) Plan, a 403(b) Plan, or a Governmental 457(b) Plan, and plans that do not permit Catch-Up Deferrals, skip to Section 2.11.]*
- (a) ☐ Article 10 is effective _____. *[Must be after December 31, 2023. Default is January 1, 2026.]*
- (b) ☒ If the Plan does not accept Roth Deferrals as of the effective date of Article 10, then *[select (1), (2), or (3) below]*:
- (1) ☐ **Add Roth.** All Participants eligible to make Deferrals may make Roth Deferrals. This is the default selection. This is effective as of the effective date of Article 10 or the following earlier date: _____. *[Must be after December 31, 2023.]*
- a. ☐ Roth Deferrals are available only for Catch-Up Deferrals
- (2) ☒ **No Catch-Ups.** No Participant may make Catch-Up Deferrals.

- (3) ☐ **No Catch-Ups for HPIs.** Only Participants who are not HPIs may make Catch-Up Deferrals. *[Use this selection if no Employees have FICA Wages.]*
- a. ☐ Self-Employed HPIs may not make Catch-Up Deferrals
[If (b)(2) or (b)(3) is selected, skip to Section 2.11.]
- (c) By default, HPIs are deemed to have elected that their Catch-Up Deferrals are Roth Deferrals, unless (1) is selected below.
- (1) ☐ HPIs are not deemed to have elected that their Catch-Up Deferrals are Roth Deferrals unless the Plan Administrator notifies them of such a deemed election before they have made the Deferral.
- (d) ☒ If the Plan does not permit Roth Rollovers, the following applies:
- (1) ☒ This Amendment does not modify existing Plan provisions with regard to Roth Rollovers. This is the default selection.
- (2) ☐ Roth Rollovers are permitted. This is effective as of the effective date of Article 10 or the following earlier date: _____. *[Must be after December 31, 2023]*
- a. ☐ Roth Rollovers are limited to Deferrals.
- b. ☐ Roth Rollovers may only be made from accounts which are fully vested.
- c. ☐ Other limitations or conditions which apply to Roth Rollovers: _____.
- (e) ☐ A Participant may not receive an In-Service Distribution from the Participant's Roth Deferral Account unless it is a qualified distribution as defined in Code §402A(d)(2).
- (f) ☐ Describe additional provisions which apply to Roth Deferrals or Roth Rollovers: _____

2.11 **Article 11 – Roth Employer Contributions.** In the absence of an election below, Article 11 does NOT apply. To permit participants 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 11, in elections (b) or (c), or in Plan policies. *(Select all that apply.)*

- (a) ☐ Article 11 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) ☐ Matching Contributions (other than ADP safe harbor contributions)
- (3) ☐ Nonelective Contributions (other than ADP safe harbor contributions)
- (4) ☐ Describe: _____ *(e.g., "prevailing wage contributions." Must be definitely determinable and not subject to discretion.)*
- (c) ☐ Describe additional limitations: _____
(Must be definitely determinable and not subject to discretion)

2.12 **Article 12 – Starter 401(k).** In the absence of an election below, Article 12 does NOT apply. To make the Plan a starter 401(k) plan, select (a).

- (a) ☐ Article 12 applies effective _____. *[Enter first day of 401(k) plan year provisions are effective. Cannot be earlier than January 1, 2024.]*

2.13 **Article 13 – Top-heavy.** Article 13 APPLIES to exclude Otherwise Excludable Employees from receiving Top-heavy Contributions unless the Employer checks (a). It is effective for plan years beginning after December 31, 2023, unless a different effective date is specified in (b). *[Note that, regardless of Article 13 and this Section 2.13, LTPT Employees will not receive Top-heavy Contributions unless the Employer checks Election 2.5(a)(4).]*

- (a) ☐ Article 13 does not apply.
- (b) ☐ Article 13 applies to minimum contributions made after _____. *(Enter date after December 31, 2023.)*

- (c) ☒ The Employer may make a discretionary nonelective contribution equal to the Top-heavy Contribution for those Otherwise Excludable Employees who are not Highly Compensated Employees as defined in Code § 414(q) and as further defined in the Plan.

2.14 **Article 14 – Match Student Loan Payments.** In the absence of an election below, Article 14 does NOT apply. To activate match for student loans, check (a).

- (a) ☐ Article 14 applies to matching contributions made after _____. (Enter date after December 31, 2023.)
- (b) ☐ Article 14 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.)

2.15 **Article 15 – 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 15 does not apply.
- (b) ☐ Article 15 applies effective on the first day of the first plan year beginning in 2024.
- (c) ☒ Article 15 applies to distributions made after April 1, 2024. (Enter date after December 31, 2023.)
- (d) ☐ Article 15 applies even if the Plan previously provided for a lower limit (such as \$3,500 or \$1,000 for Mandatory Distributions)
- (e) ☒ Article 15 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 or 457(b) *de minimis* distributions
- (3) ☐ Any limit on the availability of distribution options (e.g., annuities or installments) other than lump sums
- (f) ☐ Unless otherwise specified in election (f)(1), Article 15 does not modify any provision relating 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) ☐ The Plan will disregard rollover contributions in determining whether a Participant's vested benefit or account balance exceeds the limit on Mandatory Distributions.
- (g) ☐ Article 15 does not apply to Mandatory Distributions made before _____. (Enter date Plan applied Article 15 to Mandatory Distributions.)
- (h) ☐ Describe additional modifications: _____
(E.g., lower limit. Must be definitely determinable and not subject to discretion).

2.16 **Article 16 – RMDs.** RMDs to an EDB of a Participant who dies prior to the Participant's RBD will be made as elected below. In the absence of an election in this Section 2.16, the Plan's existing provisions governing Beneficiary elections under the 5-Year Rule shall apply, substituting the 10-Year Rule for the 5-Year Rule. In addition, unless otherwise elected under paragraph (g) or (h), beneficiaries of CARES 5-Year Rule Accounts (as described in Section 16.9) shall have the option to extend distribution under the 5-Year Rule by one year; in the absence of a Beneficiary election, the extension shall automatically apply.

- (a) ☐ **Beneficiary election.** The EDB may elect application of the 10-Year Rule or the Life Expectancy Rule. If the Beneficiary does not make a timely election (Select one of (1) or (2)):
- (1) ☐ **10-Year Rule.** The 10-Year Rule shall apply to the EDB.
- (2) ☐ **Life Expectancy Rule.** The Life Expectancy Rule shall apply to the EDB.
- (b) ☐ **10-Year Rule.** The 10-Year Rule shall apply to the EDB.
- (c) ☐ **Life Expectancy Rule.** The Life Expectancy Rule shall apply to the EDB.

- (d) ☐ **Shorter Period.** The entire interest of the EDB shall be distributed no later than December 31 of the _____ (enter a number of years, not exceeding "tenth") year following the year of the Participant's death. [Note that distributions pursuant to this election may be eligible rollover distributions.]
- (e) ☐ **Other:** (Describe, e.g., the 10-Year Rule applies to all Beneficiaries other than a surviving spouse Beneficiary.) _____
- (f) ☒ **Prior Elections.** Elections made in prior amendments relating to RMDs shall remain in effect to the extent otherwise consistent with Article 16, Code § 415, and applicable guidance.
- (g) ☐ **Opt-In Extension.** The CARES extension of the 5-Year Rule described in Section 16.9 will NOT apply unless the Beneficiary affirmatively elects for it to apply.
- (h) ☐ **No Extension.** The CARES extension of the 5-Year Rule described in Section 16.9 will NOT apply.

2.17 **Article 17 – Emergency Personal Expense Distributions.** In the absence of an election below, Article 17 does NOT apply. To activate emergency personal expenses distributions (EPEDs), check (a).

- (a) ☐ Article 17 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 up to \$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)

2.18 **Article 18 – Domestic Abuse Victim Distributions.** In the absence of an election below, Article 18 does NOT apply. To activate domestic abuse victim distributions (DAVDs), check (a).

- (a) ☐ Article 18 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 a DAVD is _____. (Enter an amount less than \$1,000)

- (f) ☐ A Participant who has received a DAVD may not receive another DAVD from the Plan during the immediately following ____ calendar years.
- (g) ☐ Describe additional limitations: _____
(must be definitely determinable and not subject to discretion)

2.19 **Article 19 – Terminally Ill Individual Distributions.** In the absence of an election below, Article 19 does NOT apply. To activate terminally ill individual distributions (TIIDs), check (a).

- (a) ☐ Article 19 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)

2.20 **Article 20 – Qualified Disaster Recovery Distributions.** The Plan Administrator may adopt a disaster relief policy, as described in Article 20, 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 20.3 and 20.4 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)

2.21 **Article 21 – 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 21, including QNECs, QMACs, and earnings, except as indicated below.

- (a) ☒ Article 21 does not apply.
- (b) ☐ Article 21 applies effective as the first day of the first plan year beginning in 2024.
- (c) ☐ Article 21 applies to distributions made after _____. (Enter date after December 31, 2023.)
- (d) ☐ Article 21 applies earnings on elective deferrals but not to QNECs and QMACs.
- (e) ☐ Article 21 applies QNECs and QMACs (and earnings thereon) but not to earnings on elective deferrals.
- (f) ☐ Describe additional modifications: _____
(Must be definitely determinable and not subject to discretion).

2.22 **Article 22 – Qualified Long-Term Care Distributions.** In the absence of an election below, Article 22 does NOT apply. To activate qualified long-term care distributions (QLTCDs), check (a).

- (a) ☐ Article 22 applies and Participants can receive QLTCDs effective _____. (Enter date after December 29, 2025.)
- (b) ☐ QLTCDs are available only for contributions in which the Participant is fully vested.
- (c) ☐ QLTCDs may be elected only with respect to the following pre-tax accounts: [Check all that apply.
Note: QLTCDs are limited to pre-tax amounts and may not be made from Roth and after-tax employee contributions.]
- (1) ☐ Elective deferrals
 - (2) ☐ Safe harbor contributions

- (3) ☐ Employer matching contributions
- (4) ☐ Employer nonelective contributions
- (5) ☐ QNECs and QMACs
- (6) ☐ Rollover contributions
- (7) ☐ Transferred accounts
- (8) ☐ Describe: _____ (must be definitely determinable and not subject to discretion)
- (d) ☐ QLTCs are not available if the Participant has severed employment.
- (e) ☐ Describe additional limitations: _____ (must be definitely determinable and not subject to discretion)

2.23 **Article 23 – PLESA.** In the absence of an election below, Article 23 does NOT apply. To activate PLESAs (Pension-Linked Emergency Savings Accounts) check (a).

- (a) ☐ Article 23 shall apply effective _____. [Must be after December 31, 2023.]
- (b) ☐ Employees (other than HCEs) who are Participants in any portion of the Plan are PLESA Participants unless otherwise indicated below:
 - (1) ☐ Only Participants who are eligible to accrue a benefit or to receive an allocation of Employer Contributions are PLESA Participants.
 - (2) ☐ Describe: _____.
- (c) ☐ The automatic enrollment provisions of Section 23.5 apply. The automatic contribution rate is ____% [Enter a number not greater than 3.]
- (d) ☐ The maximum PLESA balance is \$ _____. [Enter an amount not exceeding \$2,500 (as adjusted under Code §402A(e)(3)(A)).]
- (e) ☐ Describe additional provisions: _____ (must be definitely determinable and not subject to discretion)

2.24 **RMD waivers for 2020.** [Note: This Section 2.24 and Article 24 do not apply if the Employer has checked Section 1.6(a).] In the absence of an election below, Section 24.2 applies and a Participant or Beneficiary who would have been required to receive a 2020 RMD or Extended 2020 RMD will receive the distribution unless the Participant or Beneficiary chooses not to receive the distribution. To modify this treatment, check one or more of (a) through (d) below.

- (a) ☐ **No RMDs without request.** The Participant or Beneficiary will not receive the distribution unless they affirmatively choose to receive it.
- (b) ☐ **Split.** The Participant or Beneficiary will not receive the 2020 RMD unless elected, but will receive the Extended 2020 RMD unless they elect otherwise.
- (c) ☐ **No change to RMDs.** Payment of RMDs or Extended 2020 RMDs will be governed by the terms of the Plan without regard to this Amendment (i.e., no election is available to Participants or Beneficiaries).
- (d) ☐ **Describe other treatment:** _____. (Must be definitely determinable and not subject to discretion.)

For purposes of Section 24.3, the Plan will treat the following as eligible rollover distributions in 2020: (Choose one or none of (e), (f), (g), or (h): If no election is made, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(I):

- (e) ☐ 2020 RMDs.
- (f) ☐ 2020 RMDs and Extended 2020 RMDs.
- (g) ☐ 2020 RMDs but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(I).
- (h) ☐ Describe: _____.
- (i) ☐ **Effective Date.** The provisions of Article 24, and the elections in this Section 2.24, will be effective on March 27, 2020, or as soon as practical thereafter, unless a different effective date is entered here: _____. [Enter date between March 27, 2020 and December 31, 2020.]

2.25 **Article 25 – QACA Maximum Automatic Deferrals.** *[Note: This Section 2.25 and Article 25 do not apply if the Employer has checked Section 1.6(b).]* In the absence of an election below, Article 25 does NOT apply and this Amendment does not affect the Plan's limitation on automatic deferrals under a QACA. To permit automatic deferrals of up to 15% of compensation, *complete (a) below and (b) if applicable.*

- (a) ☐ Article 25 applies effective on or after the first day of the first plan year beginning after December 31, 2019, unless a different date is selected in (1) below.
- (1) ☐ _____. *(Enter a date on or after the first day of the first plan year beginning after December 31, 2019.)*
- (b) ☐ The following modified QACA statutory schedule will apply (the limitations in the parentheses below only applies to QACAs): *(Select and complete one of (1), (2), or (3) below. The resulting schedule must satisfy Code §401(k)(13)(C)(iii)):*
- (1) ☐ **Detailed Schedule.** The following modified QACA statutory schedule will apply. **NOTE:** *Plan Years 1 and 2 must be between 3% and 10%. 3-14 may not exceed 15%*

<u>Plan Year of application to a Participant</u>	<u>Automatic Deferral Percentage</u>
1	____% (not less than 3 and not more than 10)
2	____% (not less than 3 and not more than 10)
3	____% (not less than 4 and not more than 15)
4	____% (not less than 5 and not more than 15)
5	____% (not less than 6 and not more than 15)
6	____% (not less than 6 and not more than 15)
7	____% (not less than 6 and not more than 15)
8	____% (not less than 6 and not more than 15)
9	____% (not less than 6 and not more than 15)
10	____% (not less than 6 and not more than 15)
11	____% (not less than 6 and not more than 15)
12	____% (not less than 6 and not more than 15)
13	____% (not less than 6 and not more than 15)
14 and thereafter	____% (not less than 6 and not more than 15)

- (2) ☐ **Fixed Increase.**
- a. First plan year of application to a participant: ____ *(not less than 3 and not more than 10)*
- b. Second plan year of application to a participant: ____ *(not less than 3 and not more than 10)*
- c. In subsequent plan years the automatic deferral percentage will increase by ____% per year up to a maximum of ____% *(not more than 15)* of Compensation
- (3) ☐ **Describe:** _____

2.26 **Article 26 – Birth/Adoption Distributions.** *[Note: This Section 2.26 and Article 26 do not apply if the Employer has checked Section 1.6(b).]* In the absence of an election below, Article 26 does NOT apply. To permit QBADs (Qualified Birth and Adoption Distributions), check (a). If QBADs are available, they apply to all accounts except as provided in Article 26 or in elections (b), (c), (d), or (e). *(Select all that apply.)*

- (a) ☐ Article 26 applies effective January 1, 2020, unless a different date is selected in (1) below.
- (1) ☐ _____. *(Enter a date after December 31, 2019.)*
- (b) ☐ QBADs may only be made from accounts in which the Participant is fully vested.
- (c) ☐ QBADs are only available from the following Accounts *(select one or more):*
- (1) ☐ Pre-Tax Elective Deferrals
- (2) ☐ Roth Elective Deferrals
- (3) ☐ Employer matching contributions (including safe harbor contributions and QMACs)
- (4) ☐ Employer nonelective contributions (including safe harbor contributions and QNECs)
- (5) ☐ Rollover contributions
- (6) ☐ After-tax employee contributions

- (7) ☐ Transferred accounts
- (8) ☐ Describe: _____ (must be definitely determinable and not subject to discretion)
- (d) ☐ QBADs are not available if the Participant has severed employment.
- (e) ☐ Describe additional limitations: _____ (must be definitely determinable and not subject to discretion)

2.27 **Article 27 – In-Service Distributions.** [Note: This Section 2.27 and Article 27 do not apply if the Employer has checked Section 1.6(b) or (c).] In the absence of an election below, Article 27 does NOT apply. To permit in-service distributions at age 59½ for pension plans and governmental 457(b) plans, check (a). Check (b) to specify an age greater than 59 ½. If Article 27 applies, it applies to all Accounts except as limited in Article 27.

- (a) ☐ Article 27 applies effective on or after the first day of the first plan year beginning after December 31, 2019, unless a different date is selected in (1) below.
- (1) ☐ _____. (Enter a date on or after the first day of the first plan year beginning after December 31, 2019.)
- (b) ☐ Age at which in-service distributions are permitted _____ (Enter age greater than 59½.)

ARTICLE 3 – DC, 403(b) NOTICES TO UNENROLLED PARTICIPANTS – SECURE 2.0 §320

- 3.1 **Application.** This Article 3 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. This Article gives the Plan the option of providing fewer notices for Employees who are eligible but not participating.
- 3.2 **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 to any Unenrolled Participant who is furnished with the Alternative Notices.
- 3.3 **Definitions.** The following definitions apply for this Article 3:

(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, including future guidance.

(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 their 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 4 – 401(k) PROACTIVELY ADJUST ELIGIBILITY SO LTPT TRACKING DOESN’T APPLY

- 4.1 **Application.** This Article 4 will apply to 401(k) Plans, but only if the Employer makes a selection in Section 2.4. It is effective on the date specified in Section 2.4(e), or, if none, January 1, 2024.

- 4.2 **Modification of service requirement.** No Employee shall be required to complete a period of service beyond that specified in Section 2.4 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 2.4(b), providing that Employees satisfy the service requirements to defer 24 months after hire. In that case, Employees in general would remain eligible to defer 6 months after hire, but part-time Employees would become eligible to defer once they complete one Year of Service or 24 months after hire, whichever is earlier. Other eligibility conditions unrelated to service (such as union status) 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 5 – 401(k), ERISA 403(b)
LONG-TERM PART-TIME EMPLOYEES – SECURE §112; SECURE 2.0 §125

- 5.1 **Application.** This Article 5 will apply to 401(k) and 403(b) Plans as follows:

(a) **401(k) Plans.** This Article 5 will apply to a 401(k) Plan that permits elective deferrals, effective for Plan Years beginning after December 31, 2020. Except as otherwise provided in Section 2.5, 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 any subsequent guidance) and shall be interpreted and applied accordingly.

(b) **403(b) Plans.** This Article 5 will apply to a 403(b) Plan subject to ERISA that permits elective deferrals, effective for Plan Years beginning after December 31, 2024. It does not apply to 403(b) Plans which are not subject to ERISA. It is intended to comply with Prop. Treas. Reg. § 1.401(k)-5 and Notice 2024-73 (and any subsequent guidance) and shall be interpreted and applied accordingly.

- 5.2 **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 (see 5.8(d)) 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.
- 5.3 **Limited Participation.** An LTPT Employee who is eligible to make Elective Deferrals under Section 5.2 will be a Participant solely with regard to Elective Deferrals and related Account Balances. Except as otherwise provided in Section 2.5(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).
- 5.4 **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 5.5 regarding vesting.
- 5.5 **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. Hours of Service for this purpose are based on Actual Hours of Service unless otherwise specified in Section 2.5(d).

(a) **401(k) Plans.** This section will not apply to vesting computation periods of a 401(k) Plan beginning before January 1, 2021.

(b) **403(b) Plans.** This section will not apply to vesting computation periods of a 403(b) Plan beginning before January 1, 2023.

5.6 **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).

(b) **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).

5.7 **Application of Elective Deferral Provisions.** Except as otherwise provided in Section 2.5(b), all provisions of the Plan related to Elective Deferrals which apply to Regular Participants also apply to LTPT Employees who have become eligible to make Elective Deferrals, 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.

5.8 **Definitions.** The following definitions apply for this Article 5 and Section 2.5:

(a) **“LTPT Employee”** is defined as follows:

(1) **401(k) Plans.** With regard to a 401(k) Plan, 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.”

(2) **403(b) Plans.** With regard to a 403(b) Plan, an **“LTPT Employee”** means a long-term part-time employee described in ERISA § 202(c) 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 two (2) consecutive LTPT Years beginning after December 31, 2022 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.

(b) With regard to an LTPT Employee, the **“LTPT Entry Date,”** unless otherwise specified in Section 2.5(c), is the earlier of (i) the first day of the first month of the Plan Year or (ii) the first day of the seventh month of the Plan Year immediately following the date the 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, an Employee will not be an LTPT Excluded Employee merely because the Employee failed to satisfy a service condition, or is a part-time, seasonal, or temporary employee. Nor will an Employee be excluded to the extent such 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).

(1) **403(b) Plans:** If the Plan is a 403(b) Plan, the exclusion described in Treas. Reg. § 1.403(b)-5(b)(4)(ii)(E) for employees who work fewer than 20 hours per week is a service-related exclusion. All other exclusions described in Treas. Reg. § 1.403(b)-5(b)(4) are Other Conditions.

(e) “**Regular Participant**” is defined as follows:

(1) **401(k) Plans:** 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 5, 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.

(2) **403(b) Plans:** With regard to a 403(b) Plan, an Employee becomes a Regular Participant on the first day of the first Plan Year following the first plan year in which the LTPT Employee has satisfied the Other Conditions of the Plan and was credited with at least 1,000 hours in the preceding year, such that the LTPT Employee 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 2.5(e), subsequent LTPT Years 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).

(1) **401(k) Plans:** With regard to a 401(k) Plan, LTPT Years do not include years beginning before January 1, 2021.

(2) **403(b) Plans:** With regard to a 403(b) Plan, LTPT Years do not include years beginning before January 1, 2023.

(i) Unless otherwise specified in Section 2.5(d), “**Hours of Service**” under Section 5.8(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). The elapsed time rule of Treas. Reg. §1.410(b)-7 will not apply to determinations under Section 5.5 or Section 5.8(a).

(j) A “**Former LTPT Employee**” means an Employee described in Prop. Treas. Reg. §1.401(k)-5(d)(2).

(1) **403(b) Plans:** With regard to a 403(b) Plan, status as a Former LTPT Employee will also be determined by reference to Notice 2024-73, Q&A 6.

ARTICLE 6 -- DC MILITARY SPOUSE PROVISIONS – SECURE 2.0 §112

6.1 **Application.** This Article 6 applies only if (1) the Plan is a Defined Contribution Plan and (2) the Employer elects in Section 2.6(a) to apply this Article. It is effective on the date indicated in Section 2.6(a).

6.2 **Special Provisions for Military Spouses.** The following provisions shall apply to each Military Spouse.

(a) Except as otherwise specified in Section 2.6, a Military Spouse shall enter the Plan on the earlier of the date the Military Spouse would otherwise enter the plan or the date which is 2 months after the Hire Date.

(b) A Military Spouse shall be 100% vested (nonforfeitable) in all Employer contributions under the Plan.

(c) Upon entry into the Plan, a Military Spouse shall 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 two Years of Service.

6.3 Definitions. The following definitions apply for this Article 6 and Section 2.6:

(a) A “**Military Spouse**” is an individual who (1) is an Employee of the Employer, (2) is not a Highly Compensated Employee of the Employer, (3) is married as of the Employee’s date of hire to an individual who is a member of the uniformed services (as defined in 10 U.S.C. §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).

(c) The “**Hire Date**” is the date on which the Military Spouse begins employment with the Employer.

**ARTICLE 7 – 401(k), 403(b)
MANDATORY AUTOMATIC ENROLLMENT – SECURE 2.0 §101**

7.1 Application; Effective Date. This Article 7 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 2.7.

7.2 Compliance. The Plan shall 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 2.7. The Plan Administrator may adopt policies and procedures as needed or useful to implement and apply this Article. If the Plan is a multiple employer plan (including a pooled employer plan), then, except as otherwise provided in Section 2.7, this Article will apply to each participating employer not exempted pursuant to Code § 414A(c) and applicable IRS guidance.

(a) **Application of defaults and elections.** The elections in Section 2.7 shall govern to the extent affirmatively selected. If any such election is not made, and the corresponding Plan provisions in effect before this Amendment comply with Code § 414A, those provisions shall continue to apply. The default provisions in Section 2.7 shall apply only as needed to supply any missing or noncompliant provisions.

7.3 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. Subject to Section 2.7, 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 filed an affirmative deferral election. In the absence of other elections in Section 2.7, (a) the Automatic Deferral Percentage is 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 by 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.

7.4 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.

- 7.5 **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).
- 7.6 **Definitions.** The following definitions apply for this Article 7 and Section 2.7:
- (b) 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.
 - (c) 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.
 - (d) “**Compensation**” for purposes of determining the amount of Automatic Deferrals means Compensation for purposes of allocating Elective Deferrals under the Plan.
 - (e) 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 8 – 401(k), 403(b), Gov’t 457(b)
INCREASE IN CATCH-UP CONTRIBUTIONS – SECURE 2.0 §109

- 8.1 **Application.** This Article 8 will apply if the Plan is a 401(k) Plan, 403(b) Plan, or a Governmental 457(b) Plan, unless the Employer elects in Section 2.8(a) that this Article will not apply. It is effective January 1, 2025, unless otherwise specified in Section 2.8.
- 8.2 **Increased Limits.** If a Participant turns 60, 61, 62 or 63 during a calendar year, 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 9 – SIMPLE 401(k)
INCREASE IN SIMPLE 401(K) DEFERRAL LIMIT – SECURE 2.0 §117

- 9.1 **Application.** This Article 9 will apply only if the Plan is a SIMPLE 401(k) plan subject to Code §401(k)(11) and Employer elects in Section 2.9(a) or (b) for this Article to apply. It is effective as of January 1, 2024, unless otherwise specified in Section 2.9(c).
- 9.2 **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). In general, the increased deferral and catch-up limits are 10% higher than the limits which would otherwise apply. However, the increased catch-up contribution under this Section 9.2 does not apply in any year in which the participant is subject to the provisions of Article 8. For example, if the SIMPLE catch-up limit for a calendar year is \$4,000, a participant turns 60 in that year, and both Articles 8 and 9 apply, then the catch-up limit for that participant is \$6,000.
- 9.3 **Increased Contributions.** If the Employer exceeds the Employee Threshold for a calendar year, then the required Employer Contribution for that year shall be (a) 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 (b) 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).

9.4 **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 9.2 and, if applicable, the increased Employer contributions under Section 9.3.

9.5 **Definitions.** The following definition applies for this Article 9 and Section 2.9:

(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 10 – 401(k), 403(b), Gov’t 457(b) ROTH CATCH-UP DEFERRALS – SECURE 2.0 §603

10.1 **Application.** This Article 10 will apply if the Plan is a 401(k) Plan, a 403(b) Plan, or a Governmental 457(b) Plan which permits Catch-Up Deferrals. This Article is effective January 1, 2026, unless an earlier effective date is specified in Section 2.10(a).

10.2 **Definitions.** The following definitions apply to this Article and to Section 2.10:

(a) A “**Deferral**” is an elective deferral, sometimes described as an elective contribution or a salary reduction agreement contribution. All Deferrals are Pre-Tax Deferrals unless they are Roth Deferrals. The Plan may describe Deferrals as “Elective Deferrals.”

(b) A “**Roth Deferral**” is a Deferral which a Participant irrevocably designates as a Roth Deferral under Code §402A at the time of deferral and which is subject to income tax when made to the Plan or is treated as a Roth Deferral under the provisions of this Article.

(c) A “**Catch-Up Deferral**” is a Deferral by a Catch-Up Eligible Participant which exceeds an applicable limit, as defined in Treas. Reg. §1.414(v)-1(b). Catch-Up Deferrals do not include contributions described in Code §402(g)(7) or Code §457(b)(3) (special catch-ups for 403(b) and 457(b) plans, respectively).

(d) “**Catch-Up Eligible**” describes Participant defined in Treas. Reg. §1.414(v)-1(g)(3), subject to the provisions of this Article. A person who is not Catch-Up Eligible cannot make Catch-Up Deferrals.

(e) An “**HPI**” (or Highly Paid Individual) with regard to any calendar year is a Participant whose FICA Wages from the Employer for the preceding calendar year exceeded \$145,000 as adjusted under Code §414(v)(7)(E) and as determined in accordance with IRS guidance, including Treas. Reg. §1.414(v)-2 or any successor rule.

(f) A **Self-Employed HPI** with regard to any calendar year is a Highly Compensated Employee—defined under Code §414(q) and further defined in the Plan—who would be an HPI under subsection (e) if “net earnings from self-employment” for purposes of Code §1402(a) were used in place of FICA Wages to determine HPI status. Except as provided in Section 2.10(b), this Article does not limit the ability of Self-Employed HPs who are not otherwise HPs described in subsection (e) to make Catch-Up Deferrals.

(g) An individual’s “**FICA Wages**” are the individual’s wages as defined in Code §3121(a) for purposes of the taxes imposed by Code §§3101(a) and 3111(a). In determining FICA Wages, the Plan Administrator may elect to apply one or more of the optional rules described in Treas. Reg. § 1.414(v)-2(b)(4).

(h) A “**Roth Rollover**” is a rollover described in Code §402A(c)(4) (including rollovers with regard to amounts not otherwise distributable, as described in Code §402A(c)(4)(E)). The Plan may refer to these rollovers as “In-Plan Roth Rollovers” (IRRs) and/or “In-Plan Roth Transfers” (IRTs).

10.3 **No Catch-Up Deferrals.** If Section 2.10(b)(2) is selected, then this Section will apply. Catch-Up Deferrals are not permitted in the Plan. All Participants shall be treated as though they were not Catch-Up Eligible. The balance of this Article will not apply to the Plan.

- 10.4 **No HPI Catch-Up Deferrals.** If Section 2.10(b)(3) is selected, then this Section will apply. HPIs are not Catch-Up Eligible. If Section 2.10(b)(3)a. is selected, then Self-Employed HPIs are not Catch-Up Eligible, regardless of whether they are also HPIs described in Section 10.2(e). If Section 2.10(b)(3)a. is not selected, then the Plan Administrator may operationally determine, in its discretion, that one or more Self-Employed HPIs are not Catch-Up Eligible and shall notify the affected Self-Employed HPIs before the beginning of the calendar year that they are not Catch-Up Eligible. The balance of this Article will not apply to the Plan.
- 10.5 **Roth Catch-Ups.** If Section 2.10(b)(2) or 2.10(b)(3) are not selected, then this Section shall apply.
- (a) **Roth Deferrals Available.** All Participants who are eligible to make Pre-Tax Deferrals are also eligible to make Roth Deferrals. However, if Section 2.10(b)(1)a. is selected, then Roth Deferrals are limited to Catch-Up Deferrals; and Participants may not elect Roth Deferrals other than Catch-Up Deferrals. See Section 2.10(b)(1) regarding the effective date of this subsection.
- (b) **HPI Catch-Ups Must Be Roth.** All Catch-Up Deferrals of HPIs must be Roth Deferrals. Unless Section 2.10(c)(1) is selected, all HPIs are deemed to have irrevocably elected Roth treatment for any Catch-Up Deferrals. However, the Plan shall provide to HPIs the effective opportunity to opt out of such a deemed election with regard to future deferrals. The determination of whether an HPI's Deferrals satisfy this Section shall be made with regard to the timing rules of Treas. Reg. §1.414(v)-2(b)(1) and the correction rules of Treas. Reg. §1.414(v)-2(c). Any deemed Roth election shall cease to apply in accordance with Treas. Reg. §1.401(k)-1(f)(5)(iv)(B).
- (c) **Roth Rollovers.** If Section 2.10(d)(2) is selected, Participants may make Roth Rollovers, subject to the limitations of Section 2.10(d) and any applicable existing Plan provisions relating to Roth Rollovers. See Section 2.10(d) regarding the effective date of this subsection. If Section 2.10(d)(2) is not selected, then this Amendment does not modify Plan provisions relating to Roth Rollovers.
- (d) **Treatment of Roth Deferrals.** Except to the extent explicitly provided in the Plan or as described in the applicable Section 2.10(e) elections, Plan provisions that apply to Pre-Tax Deferrals—including distribution provisions—shall also apply to Roth Deferrals. However, this subsection (d) shall not modify any Plan provision that expressly provides for different treatment of Roth and Pre-Tax Deferrals.

ARTICLE 11 – DC, 403(b), Gov't 457(b) ROTH EMPLOYER CONTRIBUTIONS – SECURE 2.0 §604

- 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 11 to apply, effective on the date specified in Section 2.11(a).
- 11.2 **Election Authorized.** A Participant may elect—subject to the limitations provided in this Article, in Section 2.11, and in 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 elect Roth treatment for any portion of those contributions.
- 11.3 **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 the same 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.

11.4 **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 included in the Participant's gross income when made and are subject to 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. If a Participant validly elected to receive a Pretax or Roth Employer Contribution, but the Plan Administrator or a vendor mistakenly classified it incorrectly, the Plan Administrator will re-classify the contribution, plus the earnings thereon, consistent with the Participant's election. The Plan will not treat Roth Employer Contributions as Compensation for any purpose.

11.5 **Definitions.** The following definitions apply for this Article 11 and Section 2.11:

- (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 matching-type contribution to a Governmental 457(b) Plan on account of a Participant's elective deferral under that 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 12 – 401(k) STARTER 401(k) – SECURE 2.0 §121

12.1 **Application.** This Article 12 will apply only if the Plan is a 401(k) plan and Employer elects in Section 2.12(a) for this Article to apply. It is effective as of the date specified in Section 2.12(a).

12.2 **Contributions.** The Plan is an Automatic Contribution Arrangement as more fully set forth in the Plan (after application of Article 7 of this Amendment, if applicable). The automatic contribution provisions of the Plan call for a uniformly determined default Elective Deferral percentage that is not less than 3% or more than 15% of compensation, and those provisions apply to all Participants (other than those who make an affirmative deferral election or who have filed an election not to defer). In no event shall the default deferral percentage fall outside that range. No contributions other than Elective Deferrals and rollover contributions may be made to the Plan.

12.3 **Only Plan.** The Plan is and shall be the only Retirement Plan with respect to which contributions are made or benefits are accrued after the Effective Date in Section 2.12(a). However, if the Employer is involved in an acquisition, disposition, or similar transaction described in Code §410(b)(6)(C)(i), the Employer remains eligible to maintain the Plan under this amendment for two additional Plan Years following the Plan Year in which the Employer last satisfied the requirements. For purposes of this section, the term "Retirement Plan" refers to a plan described under Code §§401(a), 403(b), 457(b) or 219(g)(5), other than a plan covering only collectively bargained employees described in Code §410(b)(3)(A).

12.4 **Participation.** Each Employee of the Employer who meets the age and service conditions specified in the Plan, which may not exceed the limitations of Code §410(a)(1) (age 21/1 Year of Service) shall enter the Plan

on his or her entry date (or such earlier time as may be specified in the Plan), other than Employees described in Code §410(b)(3) or (4) (nonresident aliens without US Source income and certain collective bargaining employees). Other exclusions, such as those which apply to leased employees, reclassified employees, or employees of nonparticipating related employers, will not apply.

- 12.5 **Deferral Limitation.** A Participant's annual Elective Deferrals may not exceed the amount as in effect under Code §401(k)(16)(D) (\$6,000 in 2024) under which the Treasury adjusts the limit in \$500 increments. However, if the Plan permits Catch-Up Deferrals, a Catch-up Eligible Participant may also make Catch-up Deferrals not in excess of the limitation determined under Code §401(k)(16)(D)(iii) (\$1,000 in 2024).
- 12.6 **Annual Notice.** The Plan will provide to each Participant an annual notice which complies with the timing and content requirements which apply to a qualified automatic contribution arrangement (QACA) under Code §401(k)(13)(E) and Treas. Reg. §1.401(k)-3(d), (k)(4).
- 12.7 **Testing Exemptions.** The Plan is not subject to nondiscrimination testing under Code §401(k)(3) or the corresponding Plan provisions. The Plan is not subject to the top-heavy provisions of Code §416 or the corresponding Plan provisions.
- 12.8 **Definitions.** The following definitions will apply for purposes of Section 2.12 and this Article.
- (a) **“Elective Deferrals”** means elective contributions that are made by the Employer on behalf of the Participants that are not includible in gross income under Code §§125, 402(e)(3), 402(h), or 403(b), and Roth elective deferrals described under Code §402A.
 - (b) **“Catch-up Deferrals”** means additional Elective Deferrals described in Code §414(v).
 - (c) **“Catch-up Eligible Participant”** means an eligible participant described in Code §414(v)(5) who would attain age 50 before the end of the calendar year.
 - (d) **“Employer”** includes any Related Employer or Affiliated Employer described in Code §414(b), (c), (m), or (o).

ARTICLE 13 - DC TOP-HEAVY CONTRIBUTIONS – SECURE 2.0 §310

- 13.1 **Application.** This Article 13 applies if the Plan is a Defined Contribution Plan, unless the Employer elects in Section 2.13(a) that it shall not apply. It is effective for Plan Years beginning after December 31, 2023, unless a different effective date is specified in Section 2.13(b).
- 13.2 **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 affect the eligibility of an Otherwise Excludable Employee to any other contribution or benefit under the Plan.
- 13.3 **Definitions.** The following definitions apply for this Article 13 and Section 2.13:
- (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).
- 13.4 **Exclusion from Integrated Formula Tier 1.** If the Plan uses a four-tier permitted disparity allocation formula, then for any plan year in which this Article 13 is effective, Otherwise Excludable Employees who are not otherwise eligible to receive an allocation of nonelective contributions shall be excluded from the first tier of the allocation formula.

**ARTICLE 14 – 401(k), 403(b), Gov’t 457(b)
MATCH STUDENT LOAN REPAYMENTS – SECURE 2.0 §110**

- 14.1 **Application.** This Article 14 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 2.14(a) for this Article to apply. It is effective on the date indicated in Section 2.14(a). The Plan Administrator may establish reasonable administrative procedures to implement this Article.
- 14.2 **Student loan matching contributions.** The Employer will make 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 2.14(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.
- 14.3 **Nondiscrimination and related rules.** The following rules apply to Student Loan Matching Contributions:
- (a) For purposes of Section 14.2, 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.
- 14.4 **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.
- 14.5 **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 on which the loan payment was made; (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.
- 14.6 **Definitions.** The following definitions apply for this Article 14 and Section 2.14:

- (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 14.5 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 14.4. 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 15 – All INCREASE IN CASH-OUT LIMIT – SECURE 2.0 §304

- 15.1 **Application.** This Article 15 will apply unless the Employer elects in Section 2.15(a) that it shall not apply. It is otherwise effective for distributions made after December 31, 2023, unless Section 2.15(b), (c) or (g) is selected.
- 15.2 **\$7,000 Limit.** Any reference in the Plan to a Cash-Out Limit of \$5,000 shall be increased to \$7,000. If Section 2.15(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 2.15. 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.
- 15.3 **Definitions.** The following definitions apply for this Article 15 and Section 2.15:
 - (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 Limits” are Mandatory Distributions and 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), or otherwise provided under a 457(b) Plan, 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 16 - ALL
REQUIRED MINIMUM DISTRIBUTIONS – SECURE §§ 114, 401; SECURE 2.0 §§107, 201, 202, 204**

- 16.1 **Application.** This Article 16 will apply to all plans, regardless of type. The Plan will comply with the provisions of Code § 401(a)(9), as amended by SECURE and SECURE 2.0, effective as of the dates specified in those statutes. 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. The purpose of Section 2.16 and this Article 16 is to delineate optional provisions which relate to RMDs and to provide a frame of reference for practitioners in applying the law. Except as otherwise provided in Section 2.16, this Article specifically supersedes any prior or contemporaneous amendment addressing RMDs.
- 16.2 **Delay of Required Beginning Date.** A Participant's RBD shall not be earlier than April 1 of the calendar year following the year the Participant attains RMD Age as determined in accordance with Treas. Reg. § 1.401(a)(9)-2. This Amendment does not modify any Plan provision implementing a uniform RBD, as described in Treas. Reg. § 1.401(a)(9)-2(b)(4). This Section is effective for distributions after December 31, 2019.
- 16.3 **Spousal Distributions.** If a 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 RMD Age, if later. However, this Section will apply only if the Plan, prior to this Amendment, permitted a surviving spouse to delay RMD distributions as described in Code § 401(a)(9)(B)(iv). This Section is effective for distributions after December 31, 2019.
- 16.4 **Optional Distribution Timing.** The Employer operationally may delay implementation of Sections 16.2 and 16.3 with regard to the timing and form of some or all distributions paid in 2020 or between January 1, 2023 and July 31, 2023. Distributions pursuant to this Section, 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. See Notice 2023-54, § IV.
- 16.5 **Spouse Using ULT.** This Section 16.5 applies if the Plan is a Defined Contribution Plan and 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 any RMDs paid under the Life Expectancy Rule to the spouse shall be determined under the ULT if the Participant would have attained RMD Age after 2023.
 - (b) If the Participant dies after 2022 and on or after the RBD, then, unless the surviving spouse elects otherwise, any RMDs paid under the Life Expectancy Rule 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).
- 16.6 **Roth accounts.**
- (a) **Amount of RMD.** 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.
 - (b) **Amounts which satisfy RMD.** Distributions from a Participant's designated Roth account may not be used to satisfy the RMD rules for DCYs which begin prior to the Participant's death. This limitation applies generally for DCYs beginning after December 31, 2023, but the Employer operationally may delay implementation of this paragraph 16.6(b) until such time as Prop. Treas. Reg. § 1.401(a)(9)-5(g)(2)(iii) is finalized and applicable.

- 16.7 **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.
- 16.8 **New RMD Tables.** Effective January 1, 2022, any Plan reference to the life expectancy tables detailed in Treas. Reg. §1.401(a)(9), such as the ULT, the Single Life Table, or the Joint and Last Survivor Table, refers to these tables as published in Treas. Reg. §1.401(a)(9)-9 from time to time, and is subject to adjustment as described in Treas. Reg. §1.401(a)(9)-9(f).
- 16.9 **CARES Extension.** This Section 16.9 will apply to all plans other than Defined Benefit Plans and 457(b) Plans sponsored by tax-exempt employers and is effective for plan years beginning after December 31, 2019. It does not apply if the Employer has selected Section 2.16(h). The beneficiary of a CARES 5-Year Account will have the option to extend the deadline to distribute the account for one year. The default in the absence of a beneficiary election will be to extend the distribution, unless the Employer elects in Section 2.16(g) for the default to be not to extend unless the beneficiary requests it. A CARES 5-Year Account is the remaining account of a Participant who died during the years 2015-2019, to the extent the account is subject to the 5-Year Rule. Also see Article 24 regarding the CARES 2020 RMD Holiday.
- 16.10 **Beneficiary Distributions.** This Section 16.10 will apply to all plans other than Defined Benefit Plans. This Article will not apply to qualified annuities described in SECURE §401(b)(4)(B). In general, this Section applies to Participants who die on or after the SECURE 410 Effective Date. See Section 16.10(c) regarding the limited application of this Section to certain accounts of Participants who died before the SECURE 410 Effective Date.
- (a) **Death before RBD.** If the Participant dies before the Participant's RBD, the Plan will distribute or commence distribution of the Participant's Vested Accrued Benefit not later than as follows:
- (1) **No Designated Beneficiary.** If there is no Designated Beneficiary as of September 30 of the year following the calendar year of the Participant's death, the Beneficiary's entire interest will be distributed under the 5-Year Rule.
- (2) **Eligible Designated Beneficiary (EDB).** If the distributee of a Participant's account is an EDB, the Beneficiary's entire interest will be distributed under the Life Expectancy Rule unless the 10-Year Rule applies. The Employer may elect application of the Life Expectancy Rule or the 10-Year Rule in Section 2.16. In the absence of an election in Section 2.16, the Plan's provisions with regard to election of the 5-Year Rule will apply, substituting the 10-Year Rule for the 5-Year Rule. A permitted Beneficiary election must be made no later than the earlier of December 31 of the calendar year in which distribution would be required to begin under the Life Expectancy Rule, or by December 31 of the calendar year which contains the tenth anniversary of the Participant's (or, if applicable, surviving spouse's) death.
- (3) **Other Designated Beneficiaries.** If the distributee of the Participant's account is a Designated Beneficiary who is not an Eligible Designated Beneficiary, then the Beneficiary's entire interest will be distributed under the 10-Year Rule.
- (b) **Death after RBD.** If the Participant dies on or after the Participant's RBD, the Participant's remaining interest will be distributed at least as rapidly as under the method of distribution being used as of the date of the participant's death, using the Life Expectancy Rule. See Treas. Reg. § 1.401(a)(9)-5(d). If the Beneficiary is not an EDB, the Plan will distribute the remaining account in full no later than December 31 of the tenth year following the year of the Participant's death.
- (c) **Beneficiary Death.** If an EDB receiving distributions under the Life Expectancy Rule dies before receiving distribution of the Beneficiary's entire interest in the Participant's account, the Plan will distribute that interest in full no later than December 31 of the 10th year following the year of the EDB's death. Similarly, if a Participant died before the SECURE 410 Effective Date, and the Beneficiary died after such Effective Date, but prior to receiving full distribution of the Beneficiary's interest, the Plan

will distribute that interest in full no later than December 31 of the tenth year following the year of the Beneficiary's death.

- (d) **Minor child.** If a child of the Participant was receiving distributions under the Life Expectancy Rule, when the child reaches the age of Majority, the Plan will distribute the child's account in full no later than 10 years after that date, provided the child is not otherwise an Eligible Designated Beneficiary, such as a disabled or chronically ill individual (as defined in Treas. Reg. § 1.401(a)(9)-4(e)(4) and (5)).
- (e) **Optional Relief.** The Plan operationally may apply the relief granted in Notices 2022-53, 2023-54, and 2024-35.

16.11 **Definitions.** The following definitions apply for this Article 16 and Section 2.16:

- (a) An "**RMD**" is a Required Minimum Distribution as described in Code §401(a)(9).
- (b) A Participant's "**RBD**" is the Participant's Required Beginning Date as described in Code §401(a)(9)(C), and Treas. Reg. § 1.401(a)(9)-2.
- (c) With regard to RMDs during the 2020, 2021, and 2022 calendar years, a Participant's "**RMD Age**" is age 70½ if the Participant was born before July 1, 1949, and age 72 if the Participant was born after June 30, 1949. With regard to distributions after December 31, 2022, 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.
- (d) A "**DCY**" is a Distribution Calendar Year as defined in Treas. Reg. §1.401(a)(9)-5.
- (e) The "**Life Expectancy Rule**" for distributing RMDs is described in Treas. Reg. § 1.401(a)(9)-3(c)(4).
- (f) The "**5-Year Rule**" for distributing RMDs is described in Treas. Reg. § 1.401(a)(9)-3(c)(2).
- (g) The "**10-Year Rule**" for distributing RMDs is described in Treas. Reg. § 1.401(a)(9)-3(c)(3).
- (h) The "**SECURE 410 Effective Date**" is the date determined under SECURE § 410(b). For most plans that date is January 1, 2020. In the case of a governmental plan (as defined in Code §414(d)), the date is January 1, 2022. The SECURE 410 Effective Date in the case of a collectively-bargained plan will be the date determined in SECURE §401(b)(2).
- (i) The "**ULT**" is the Uniform Lifetime Table in Treas. Reg. §1.401(a)(9)-9(c).
- (j) Whether a distributee of a Participant's account is a "**Designated Beneficiary**" is determined under Treas. Reg. § 1.401(a)(9)-4.
- (k) An "**EDB**" is an Eligible Designated Beneficiary as determined under Treas. Reg. § 1.401(a)(9)-4(e).
- (l) Whether a child has reached the age of "**Majority**" is determined under Code §401(a)(9)(F) and applicable regulations and guidance issued thereunder. Generally, a child reaches the age of Majority on his or her 21st birthday.
- (m) **Separate share rule.** All references in this Article to a Participant's Account and a Beneficiary's interest in that account will be applied separately to each separate account determined under Treas. Reg. §1.401(a)(9)-8(a).
- (n) A "**CARES 5-Year Account**" means the remaining account of a Participant who died during the years 2015-2019, to the extent the account is subject to the 5-Year Rule.

**ARTICLE 17 – DC, 403(b), Gov’t 457(b)
EMERGENCY PERSONAL EXPENSE DISTRIBUTION (EPED) – SECURE 2.0 §115**

- 17.1 **Application.** This Article 17 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 2.17(a) for this Article to apply. It is effective on the date indicated in Section 2.17(a).
- 17.2 **Distribution Authorized.** Except as limited by Section 2.17, 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 2.17(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.
- 17.3 **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.
- 17.4 **Reliance.** The Plan Administrator may rely on an individual’s written or electronic representation that the individual is eligible to receive an EPED.
- 17.5 **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 2.17(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 rollover contributions made under Section 17.3 and made after receiving the EPED are at least equal to the amount of the EPED.
- 17.6 **Definitions.** The following definitions apply for this Article 17 and Section 2.17:
- (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 2.17) 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).

**ARTICLE 18 – 401(k), PS, 403(b), Gov’t 457(b)
DOMESTIC ABUSE VICTIM DISTRIBUTION (DAVD) – SECURE 2.0 §314**

- 18.1 **Application.** This Article 18 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 2.18(a) for this Article to apply. However,

it will not apply to accounts 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 2.18(a)

- 18.2 **Distribution Authorized.** Except as limited by Section 2.18, 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 2.18(d) is selected. The Plan Administrator may adopt a policy imposing reasonable administrative conditions for DAVDs. Such policy may include frequency limitations on the number of such distributions separate from limitations which apply to other in-service distributions.
- 18.3 **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.
- 18.4 **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.
- 18.5 **Definitions.** The following definitions apply for this Article 18 and Section 2.18:

(a) A “**DAVD**” is an “eligible distribution to a domestic abuse victim” described in Code §72(t)(2)(K)(iii) and Notice 2024-55, §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 2.18). The Maximum Amount shall be reduced by DAVDs to the Participant from any plan maintained by the Employer or by any related employer described in Code §414(b), (c), (m), or (o).

ARTICLE 19 – Qualified, 403(b) TERMINALLY ILL INDIVIDUAL DISTRIBUTION (TIID) – SECURE 2.0 §326

- 19.1 **Application.** This Article 19 will apply only if the Employer elects in Section 2.19(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 2.19(a).
- 19.2 **Distribution Authorized.** Except as limited by Section 2.19, a Participant who is otherwise eligible 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 2.19(b). The Plan will not characterize a distribution as a TIID if it is made after the Participant has severed employment with the Employer. The Plan Administrator may adopt a policy imposing reasonable administrative conditions for TIIDs. Note that this Article does not create a new distributable event.
- 19.3 **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.

19.4 **Definition.** The following definition applies for this Article 19 and Section 2.19:

(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 or any successor guidance) on or after the date the individual is certified by a physician as terminally ill. The Participant must provide the Plan Administrator with a copy of the physician’s certificate, as described in Notice 2024-2 Q&A F-6 and F-13, before the distribution is made.

ARTICLE 20 – All DISASTER RELIEF – SECURE 2.0 §331

20.1 **Application; Effective Date.** This Article 20 will apply to all plans. Sections 20.4, 20.5, and 20.6 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 20.8.

20.2 **Disaster Relief Policy.** The Plan may make Qualified Disaster Recovery Distributions (QDRDs), unless otherwise specified in Section 2.20(a). In Section 2.20, 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 authorizing Qualified Individuals to receive the 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 20.5, (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).

20.3 **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 §417, those rules shall apply to QDRDs.

20.4 **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.

20.5 **Increased Loan Limit.** Notwithstanding the loan limitation that otherwise would apply under the plan's loan policy, if the Plan’s disaster relief policy so provides, the Plan may 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."

- 20.6 **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.
- 20.7 **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 20.7 will not apply to CARES or to 457(b) Plans.
- 20.8 **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.
- 20.9 **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 except as provided in Section 20.9(d), 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.

ARTICLE 21 – 403(b)
INCREASE IN 403(b) HARDSHIP SOURCES – SECURE 2.0 §602

- 21.1 **Application.** This Article 21 will apply if the Plan is a 403(b) Plan unless the Employer elects in Section 2.21(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 2.21(b) or (c) is selected.
- 21.2 **Modification of amounts that may be withdrawn on account of a hardship.** Except as otherwise provided in Section 2.21, 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 22 – DC, 403(b), 457(b)
QUALIFIED LONG-TERM CARE DISTRIBUTION (QLTCD) – SECURE 2.0 §334

- 22.1 **Application.** This Article 22 will apply only if the Employer elects in Section 2.22(a) for this Article to apply and the Plan is a Defined Contribution Plan, a 403(b) Plan, or a 457(b) Plan. It is effective on the date indicated in Section 2.22(a).
- 22.2 **Distribution Authorized.** Except as limited by Section 2.22, a Participant may receive a QLTCD from amounts that are fully taxable, as described in Code § 402(l)(3).
- 22.3 **Definition.** The following definition applies for this Article 22 and Section 2.22:
- (a) A “**QLTCD**” is a qualified long-term care distribution described in Code § 401(a)(39). The total QLTCDs distributed to a Participant during a calendar year cannot exceed the least of (1) the amount paid by or assessed to the Participant during the year for or with respect to certified long-term care insurance for the Participant, the Participant’s spouse, or such other family member of the Participant as permitted by Treasury regulations, (2) 10% of the Participant’s vested account balance, or (3) \$2,500, adjusted for inflation under Code § 401(a)(39)(B)(ii). No distribution shall be treated as a QLTCD unless a long-term care premium statement with respect to the employee has been filed with the Plan as provided in Code § 401(a)(39)(E).
- (b) “**Certified long-term care insurance**” has the meaning provided in Code § 401(a)(39)(C).

ARTICLE 23 – Qualified, 403(b), Gov’t 457(b)
PENSION-LINKED EMERGENCY SAVINGS ACCOUNT – SECURE 2.0 §127

- 23.1 **Application.** This Article 23 will apply only if (a) the Plan is a Qualified Plan, a 403(b) Plan, or a Governmental 457(b) Plan and (b) the Employer elects in Section 2.23(a) that this Article applies. If applicable, this Article applies effective as of the date specified in Section 2.23(a)
- 23.2 **Definitions.** The following definitions apply to this Article and to Section 2.23:
- (a) A “**PLESA**” is a Pension-Linked Emergency Savings Account, as described more fully in Code §402A(e). The Plan Administrator shall establish a PLESA for each Participant who makes PLESA contributions.
- (b) An “**HCE**” is a Highly Compensated Employee, defined under Code §414(q), and as may be further defined in the Plan.
- (c) A “**PLESA Participant**” is an Employee who is not then an HCE and is eligible to contribute to a PLESA under the terms of this Article and as elected in Section 2.23(b).
- (d) A “**PLESA Holder**” is an individual with a balance in a PLESA, which could include HCEs and former Employees.

- 23.3 **PLESAs Established.** The Plan permits PLESA Participants to contribute to a PLESA. The Plan Administrator will establish a PLESA for each Participant who contributes to a PLESA. HCEs are not PLESA Participants. HCEs who are PLESA Holders may withdraw from their PLESA, but may not make PLESA contributions unless and until they are no longer HCEs. To the extent not specifically addressed in this Article, the principles of Code §402A(e) will apply in interpreting and applying this Article. If the Plan is subject to ERISA, also see ERISA §801-804.
- 23.4 **PLESA Contributions.** PLESA contributions are salary reduction contributions, similar to Roth elective deferrals to a 401(k) Plan. The Plan Administrator may prescribe such forms, notices, and nondiscriminatory policies as it deems necessary or desirable to implement this Article.
- 23.5 **Automatic Enrollment.** If selected at Section 2.23(c), PLESA Participants will be deemed to have elected to contribute to their PLESA an amount equal to the automatic contribution rate times their Compensation. PLESA Participants shall have the effective opportunity to opt out of that contribution or to contribute at a different rate. The Plan Administrator may establish procedures for implementing automatic contributions and opt-outs in accordance with Code §402A(e)(2)(C).
- 23.6 **Contribution Limitations.** The following limitations shall apply to PLESA contributions:
- (a) **Maximum Amount.** The Plan will not accept PLESA contributions which would cause a PLESA Participant's PLESA to exceed the lesser of the statutory maximum (initially \$2,500, as adjusted under Code § 402A(e)(3)(A)) or the limit elected under Section 2.23(d). The Plan Administrator, may, in its discretion, choose to disregard earnings on PLESA investments in computing this limitation. If a PLESA contribution would cause this limitation to be exceeded, the Plan Administrator may take any action authorized under Code §402A(e)(3)(B).
- (b) **402(g) Limit (Qualified and 403(b) Plans).** PLESA contributions will be treated as elective deferrals subject to the limitations of Code §402(g) and Code §401(a)(30) and aggregated with other elective deferrals (if any) subject to that limit in the Plan. If any excess deferrals are distributed under Code §402(g)(2)(A) to a participant, such amounts shall be distributed first from any PLESA of the Participant to the extent contributions were made to such account for the calendar year. This Paragraph (b) does not apply to 457(b) Plans.
- 23.7 **Matching Contributions.** If the Employer makes matching contributions with regard to elective deferrals in the Plan, the Employer shall take a Participant's PLESA contributions in determining the amount of the matching contribution as though they were elective deferrals. Such matching contributions shall be allocated to the same account as other matching contributions; they are not allocated to the Participant's PLESA. Matching contributions on account of a Participant's PLESA contributions during a plan year shall not exceed the maximum amount under Section 23.6(a). For purposes of calculating this limit, matching contributions are treated first as attributable to elective deferrals other than PLESA contributions. The Plan may, but is not required to, establish reasonable restrictions on the frequency or amount of matching contributions with respect to PLESA contributions, solely to the extent necessary to prevent manipulation of the rules of the plan to cause matching contributions to exceed the intended amounts or frequency, to the extent permitted under Notice 2024-22 or other IRS guidance.
- 23.8 **Withdrawals.** A PLESA Holder may withdraw from his or her PLESA, in whole or in part, at the PLESA Holder's discretion. The Plan shall permit at least one such withdrawal each calendar month and shall distribute the amount of such withdrawal as soon as practicable. The Plan Administrator may establish procedures for requesting and processing withdrawals, provided that such procedures comply with Code §402A(e)(2)(D) and applicable guidance.

**ARTICLE 24 – DC, 403(b), Gov't 457(b)
WAIVER OF 2020 REQUIRED MINIMUM DISTRIBUTIONS (RMDs) – CARES § 2203**

- 24.1 **Application.** This Article 24 will apply only to defined contribution plans, including 401(k) Plans, Profit-

Sharing Plans, Money Purchase Pension Plans, 403(b) Plans, and Governmental 457(b) Plans. It applies only if not excluded under Section 1.6(a) and subject to the elections in Section 2.24.

- 24.2 **Waiver; default provision.** This Section 24.2 will apply unless Section 2.24(c) is selected or to the extent 2.24(d) overrides it. Notwithstanding the provisions of the Plan relating to RMDs, whether a Participant or Beneficiary who would have been required to receive 2020 RMDs, and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2020 RMDs, or (2) Extended 2020 RMDs will receive those distributions is determined in accordance with the option chosen in Section 2.24. Notwithstanding the option chosen in Section 2.24, a Participant or Beneficiary will be given an opportunity to make an election as to whether or not to receive those distributions. If the Plan permits a Beneficiary of a deceased Participant to make the election to use the 5-year rule or the life expectancy rule, the deadline to make the election may be extended to reflect the adoption of Code §401(a)(9)(I). (Also see Section 16.9.)
- 24.3 **Direct rollovers.** Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2020, as elected by the Employer in Section 2.24(e)-(h), will be treated as eligible rollover distributions. If no election is made by the Employer in Section 2.24, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(I).
- 24.4 **Definitions.** The following definitions apply for purposes of this Article and Section 2.24:
- (a) “**2020 RMDs**” means required minimum distributions the Plan would have been required to distribute in 2020 (or permitted to pay in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Code §401(a)(9)(I).
 - (b) “**Extended 2020 RMDs**” means one or more payments in a series of substantially equal distributions (that include the 2020 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant’s designated Beneficiary, or for a period of at least 10 years.
 - (c) “**RMD**” means a required minimum distribution under Code § 401(a)(9).
- 24.5 **Distribution methods.** A Participant or Beneficiary receiving payment of 2020 RMDs or 2020 Extended RMDs pursuant to this Article 5 may receive them in any method (including installments or partial distributions) which would have been permitted under the terms of the Plan if the amounts would have been RMDs but for the enactment of Code §401(a)(9)(I).

ARTICLE 25 – 401(k), 403(b) QACA MAXIMUM AUTOMATIC DEFERRAL – SECURE §102

- 25.1 **Application.** This Article 25 will apply only if (1) the Plan is a 401(k) Plan or a 403(b) Plan, and (2) the Employer elects in Section 2.25 for this Article 25 to apply, effective on the date specified in Section 2.25(a). It applies only if not excluded under Section 1.6(b).
- 25.2 **Higher Maximum Contribution.** If the Plan includes a QACA, then the automatic deferral percentage which applies to a Participant (referred to as the “qualified percentage” in Treas. Reg. §1.401(k)-12(j)(2)) shall not exceed 10% of the Participant’s Compensation during the Initial Period and shall not exceed 15% of the Participant’s Compensation after the Initial Period.
- 25.3 **Validation; Policy.** If the Employer amends or has amended the plan (effective for a Plan Year beginning on or after the effective date specified in Section 2.25) to provide for an automatic deferral percentage which does not exceed the limitations of Section 25.2, the amendment is valid notwithstanding any contrary limitations in the Plan which would limit the automatic deferral percentage to 10%. The Plan Administrator may adopt a reasonable, uniform policy in applying the increased limit provided by this Article 25 to QACA automatic escalation provisions in effect prior to the effective date of the Article.

25.4 **Relationship to Article 7.** If, when, and to the extent that the Plan is subject to the mandatory automatic enrollment provisions of Article 7, then the provisions of Article 7 and Section 2.7 shall govern to the extent of any inconsistency with this Article and Section 2.25.

25.5 **Definitions.** The following definitions apply for this Article 25 and Section 2.25:

(a) “**QACA**” means a Qualified Automatic Contribution Arrangement described in Code §401(k)(13).

(b) The “**Initial Period**” for a Participant begins when the Participant first has contributions made pursuant to a default election under the QACA for a Plan Year and ends on the last day of the following Plan Year.

ARTICLE 26 – DC, 403(b), Gov’t 457(b) QUALIFIED BIRTH/ADOPTION DISTRIBUTION (QBAD) – SECURE §113

26.1 **Application.** This Article 26 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 2.26(a) for this Article 26 to apply, effective on the date specified in Section 2.26(a). It applies only if not excluded under Section 1.6(b).

26.2 **Distribution Authorized.** Except as limited by Section 2.26 (b), (c), (e), a Participant may request a distribution of up to \$5,000 (per child or Eligible Adoptee) as a QBAD, whether or not the Participant has severed employment (unless Section 2.26(d) applies). This \$5,000 limit shall be reduced by QBADs to the Participant made with respect to the same child or Eligible Adoptee by other plans maintained by the Employer or a related employer described in Code §414(b), (c), (m), or (o). 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 a QBAD prior to attaining the earlier of Normal Retirement Age or age 59½. The Plan Administrator may adopt a policy imposing frequency limitations or other reasonable administrative conditions for QBADs.

26.3 **Rollover.** 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. The Plan will treat such a contribution as a rollover contribution made by direct trustee-to-trustee transfer within 60 days of distribution. Also see Article 36.

26.4 **Reliance.** The Plan Administrator may rely on an individual’s reasonable representation that the individual is eligible to receive a QBAD unless the Plan Administrator has actual knowledge to the contrary.

26.5 **Status.** A QBAD is not an eligible rollover distribution for purpose of the obligation to permit a direct rollover under Code §401(a)(31), the notice requirement of Code §402(f), or the mandatory withholding rules of Code §3405(c)(1).

26.6 **Definitions.** The following definitions apply for this Article 26 and Section 2.26:

(a) A “**QBAD**” is a Qualified Birth or Adoption Distribution described in Code §72(t)(2)(H)(iii). A QBAD must be made during the 1-year period beginning on the date on which a child of the Participant is born or on which the legal adoption of an Eligible Adoptee by the Participant is finalized.

(b) An “**Eligible Adoptee**” is an individual, other than a child of the Participant’s spouse, who has not attained age 18 or is physically or mentally incapable of self-support. An individual is considered physically or mentally incapable of self-support if that individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long-continued and indefinite duration. This provision shall be applied in a manner consistent with Part D of IRS Notice 2020-68.

**ARTICLE 27 – Qualified, Gov’t 457(b)
IN-SERVICE PENSION DISTRIBUTIONS – BAMA §104**

- 27.1 **Application.** This Article 27 will apply only if (1) the Plan is a Money Purchase Pension Plan, a Defined Benefit Plan, or a Governmental 457(b) Plan, or, as described in Section 27.3, a 401(k) or Profit-Sharing Plan, and (2) the Employer elects in Section 2.27 for this Article 27 to apply, effective on the date specified in Section 2.27(a). It applies only if not excluded under Section 1.6(b) or (c).
- 27.2 **Distribution at 59½.** A Participant can take an in-service distribution at age 59½, or, if later, the age (if any) specified in Section 2.27(b). Such a distribution will be limited to the vested portion of the Participant’s accrued benefit or account and will be subject to all Plan provisions related to in-service distributions, including any applicable frequency or vesting limitations. If the Plan is a Governmental 457(b) Plan, the Plan can operationally permit distributions as early as January 1 of the calendar year the Participant attains 59½ (or such later age).
- 27.3 **Limited application to transferred assets in Profit-Sharing and 401(k) Plans.** If the Employer elects in Section 2.27 for this Article 27 to apply, this Article 27 will apply to an account in a 401(k) Plan or a Profit-Sharing Plan which holds assets transferred from a Money Purchase Pension Plan or a Defined Benefit Plan.

**ARTICLE 28 - Qualified
ADOPTION OF PLAN AFTER YEAR END – SECURE §201**

- 28.1 **Application.** This Article 28 will apply only if the Plan is a Qualified Plan. It is effective for Plan Years beginning after December 31, 2019.
- 28.2 **Retroactive Plan Adoption .** If the Employer adopted the underlying Plan to which this Amendment relates after the close of a taxable year, but prior to the due date (including extensions) of the Employer’s federal income tax return for that taxable year, the Plan is treated as having been adopted as of the last day of the taxable year if the Plan’s initial effective date is any date within that taxable year. However, no Participant may make elective deferrals to the Plan prior to the date it was adopted, except as provided in Article 29.

**ARTICLE 29 – 401(k)
SOLE PROPRIETOR RETROACTIVE DEFERRALS – SECURE 2.0 §317**

- 29.1 **Application.** This Article 29 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) and Article 28) 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.
- 29.2 **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 treated as adopted under Code § 401(b) shall be treated as having been made before the end of such first plan year.

**ARTICLE 30 - Qualified
RETROACTIVE INCREASE IN EMPLOYER CONTRIBUTIONS – SECURE 2.0 §316**

- 30.1 **Application.** This Article 30 will apply only if the Plan is a Qualified Plan. It is effective for Plan Years beginning after December 31, 2023.
- 30.2 **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 applicable qualification requirements, including nondiscrimination and contribution limits.

**ARTICLE 31 – DC, 403(b)
DIFFICULTY OF CARE PAYMENTS – SECURE §116**

- 31.1 **Application.** This Article 31 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, 2015.
- 31.2 **Inclusion in 415 Compensation.** The amount of a Participant’s Compensation solely for purposes of determining the annual addition limit under Code §415(c)(1)(B) is increased by the amount of Difficulty of Care Payments the Employer makes to the Participant.
- 31.3 **Definition.** A “**Difficulty of Care Payment**” is a payment described in Code §131(c)(1) made in connection with qualified foster individuals.

**ARTICLE 32 – 401(k), 403(b)
ADP SAFE HARBOR NONELECTIVE PLANS – SECURE §103; SECURE 2.0 §401**

- 32.1 **Application.** This Article 32 will apply only if the Plan is a 401(k) or a 403(b) Plan. It is effective for Plan Years beginning after December 31, 2019.
- 32.2 **No need for safe harbor notice.** If the Employer makes a Safe Harbor Nonelective Contribution, then the Plan can use the ADP Safe Harbor, whether or not Participants receive a Safe Harbor Notice, and the Plan Administrator is not required to provide a Safe Harbor Notice. However, the Plan is required to provide a Safe Harbor Notice if the plan utilizes the ACP safe harbor described in Code §401(m)(11) or (12).
- 32.3 **Retroactive adoption.** Unless the Plan at any time during the Plan Year is a Safe Harbor Match Plan, then the Employer may amend the Plan at any time within twelve months after the end of the Plan Year to provide (A) that the Employer will make a Safe Harbor Nonelective Contribution for the entire Plan Year, (B) that the Plan qualifies for the ADP Safe Harbor for the Plan Year, and (C) that the Plan will not be required to perform the ADP Test for the Plan Year. However, if the Employer adopts the amendment on or after the 30th day before the close of the Plan Year, the Safe Harbor Nonelective Contribution must be at least 4% of the Participant’s Compensation.
- 32.4 **Definitions.** The following terms have the meaning set forth in this paragraph as more fully provided in the plan terms pertaining to the related subject matter.
- (a) A “**Safe Harbor Nonelective Contribution**” means a contribution described in Code §401(k)(12)(C) or Code §401(k)(13)(D)(i)(II) of at least 3% of Compensation.
- (b) The “**ADP Test**” means the test provided in Code §401(k)(3)(ii).
- (c) The “**ADP Safe Harbor**” means the safe harbor provided by Code §401(k)(12)(A) or Code §401(k)(13).
- (d) A “**Safe Harbor Match Plan**” is a Plan which provided during the Plan Year that Participants would receive a matching contribution described in Treas. Reg. §1.401(k)-3(c) or Treas. Reg. §1.401(k)-3(k)(2).
- (e) A “**Safe Harbor Notice**” is a notice described in Code §401(k)(12)(D) or Code §401(k)(13)(E).
- (f) A “**QACA**” is a Qualified Automatic Contribution Arrangement described in Code §401(k)(13).

**ARTICLE 33 – 457(b)
457(b) DEFERRAL ELECTIONS – SECURE 2.0 §306**

- 33.1 **Application; Effective Date.** This Article 33 will apply to 457(b) Plans. It is effective January 1, 2023.

- 33.2 **Policy.** The Plan Administrator may adopt or revise 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 34 – 401(k), 403(b)
DE MINIMIS FINANCIAL INCENTIVES – SECURE 2.0 §113**

- 34.1 **Application.** This Article 34 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.
- 34.2 **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, as described in Notice 2024-2, § D or any subsequent guidance.

**ARTICLE 35 – DC, 403(b), Gov't 457(b)
REPEAL OF DEEMED IRA MAXIMUM AGE – SECURE §107**

- 35.1 **Application.** This Article 35 will apply only if the Plan permits deemed IRA contributions (sometimes called "designated IRA" contributions) described in Code §408(q). It is effective January 1, 2020.
- 35.2 **No Maximum Age.** To the extent the Plan otherwise permits a Participant to make deemed IRA contributions, the Participant may make such contributions regardless of whether the Participant has attained age 70½ or any other age. This provision does not create new deemed IRA contribution rights, but removes any age-based restriction if such contributions are otherwise permitted under the Plan.

**ARTICLE 36 - DC, 403(b), Gov't 457(b)
QUALIFIED BIRTH/ADOPTION DISTRIBUTION (QBAD) – SECURE 2.0 §311**

- 36.1 **Application.** This Article 36 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. Also see Article 26.
- 36.2 **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. QBADs received from the Plan prior to December 29, 2022 can be rolled over to the Plan if received by the Plan no later than December 31, 2025, or prior to Plan termination (if earlier than December 31, 2025).

**ARTICLE 37 – 401(k), 403(b), Gov't 457(b), PS
HARDSHIP DOCUMENTATION POLICY – SECURE 2.0 §312**

- 37.1 **Application.** This Article 37 will apply to any plan that permits Hardship Distributions, including 401(k) Plans, 403(b) Plans, and Governmental 457(b) plans, and Profit-Sharing Plans. It is effective for Plan Years beginning after December 29, 2022.
- 37.2 **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) (or as otherwise determined by the Plan Administrator for Hardship Distributions not subject to these Code provisions) in the absence of the Plan Administrator's actual knowledge to the contrary.

37.3 **Definition.** The following definition applies for this Article 37:

(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); (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); or (3) a distribution on account of hardship from a profit-sharing plan or other qualified plan under the stated event standard of Treas. Reg. § 1.401-1(b)(1)(ii).

ARTICLE 38 – Governmental INSURANCE DISTRIBUTIONS FROM GOVERNMENTAL PLANS – SECURE 2.0 §328

38.1 **Application.** This Article 38 will apply only if the Plan is a Governmental Plan. It is effective for distributions made after December 29, 2022.

38.2 **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 39 – 401(k), 403(b) ROLLOVERS FROM SIMPLE IRA ACCOUNTS PERMITTED – SECURE 2.0 §332(B)

39.1 **Application.** This Article 39 will apply only if the Plan is a 401(k) Plan or 403(b) Plan. It is effective for rollovers after December 31, 2023.

39.2 **SIMPLE IRA Rollovers.** The Plan Administrator may adopt a policy permitting the plan to accept rollover contributions from terminated 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.

ARTICLE 40 – DC, 403(b), Gov’t 457(b) DISTRIBUTIONS OF DISCONTINUED LIFETIME INCOME INVESTMENTS – SECURE §109

40.1 **Application.** This Article 40 will apply only if (1) the Plan is a Defined Contribution Plan, a 403(b) Plan, or a Governmental 457(b) Plan. It is effective for Plan Years beginning after December 31, 2019.

40.2 **Distributions authorized.** The Plan Administrator may authorize Participants to request, and as soon as practicable after a Participant makes the request, the Plan will make, a distribution of a Discontinued Lifetime Income Investment. Distribution under this Article is limited to the 90-day period prior to the date on which the Lifetime Income Investment is no longer authorized to be held as an investment option under the Plan. Such distribution will be in the form of a Qualified Distribution, or in the form of a Qualified Plan Distribution Annuity Contract, as determined by the Plan Administrator. The Plan Administrator will administer this section in a reasonable, nondiscriminatory manner, and may authorize distributions of some Discontinued Lifetime Income Investments and not others.

40.3 **Definitions.** The terms “**Lifetime Income Investment**,” “**Qualified Distribution**” and “**Qualified Plan Distribution Annuity Contract**” have the meanings set forth in Code §401(a)(38)(B). A “**Discontinued Lifetime Income Investment**” is a Lifetime Income Investment which will no longer be authorized to be held as an investment option under the Plan.

ARTICLE 41 – DC, 403(b) COLLECTION OF PEP CONTRIBUTIONS – SECURE 2.0 §105

41.1 **Application.** This Article 41 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.

41.2 **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 42 – 403(b)
403(b) TERMINATION DISTRIBUTIONS – SECURE §110

- 42.1 **Application.** This Article 42 will apply only if the Plan is a 403(b) Plan. It is effective January 1, 2009.
- 42.2 **Custodial Accounts.** In connection with distributions upon termination of the Plan, the Plan may treat the delivery of a custodial account as a distribution, pursuant to Rev. Rul. 2020-83.

ARTICLE 43 – 401(k)
ADDITIONAL SIMPLE NONELECTIVE CONTRIBUTIONS – SECURE 2.0 §116

- 43.1 **Application.** This Article 43 will apply only if the Plan is a 401(k) Plan which satisfies the requirements of a SIMPLE plan in Code § 401(k)(11) and Treas. Reg. § 1.401(k)-4. It is effective for calendar years beginning on or after January 1, 2024.
- 43.2 **Nonelective contributions.** The Employer may make nonelective contributions of a uniform percentage (up to 10%) of Compensation, but not to exceed the limit in Code § 408(p)(2)(A)(iv) in any year, for each Participant who has at least \$5,000 of Compensation from the Employer for the year.

ARTICLE 44 – All
TRIBAL QDROS – SECURE 2.0 §339

- 44.1 **Application.** This Article 44 is effective for domestic relations orders received after December 31, 2022.
- 44.2 **Tribal QDROs.** The term “QDRO” means an order described in Code § 414(p)(1)(B) and includes an order issued pursuant to a domestic relations law of an Indian tribal government, a subdivision thereof, or an agency or instrumentality of either, which otherwise meets the requirements of Code § 414(p)(1)(A).

This Amendment has been executed effective _____.

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By:

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Plan Number:

Category:

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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE CONSENT AGREEMENT

The purpose of this Electronic Record and Signature Consent Agreement (“Agreement”) is to formally agree to receive electronically and use an electronic signature on one or more of the document(s) included in the electronic envelope on the Docusign system (“Document Package”). By accepting this Agreement, you are agreeing that electronic signatures and electronic delivery (*i.e.*, email or posting to a website) are the legal equivalent of an actual physical signature and actual physical delivery, respectively, for purposes of the Document Package.

This Agreement is voluntary. This Agreement is only required if you want to electronically sign and receive the Document Package.

If you do not want to electronically sign and receive the Document Package, do not check the ‘I agree to use electronic records and signatures’ box. If you do not want to electronically sign the Document Package, contact Empower for a standard PDF file that you can print and execute with wet signatures and return via regular mail. If you have any problems accessing PDF documents, contact Empower to discuss alternative arrangements. Note that even if you agree to electronically sign the Document Package, in the future after receiving an electronic document package, you will be able to choose whether or not to electronically sign that document or ask for another version to sign.

Please confirm your acceptance by checking the ‘I agree to use electronic records and signatures’ box. By checking this box, you acknowledge that you have carefully and thoroughly read the information below, you can access this information electronically to your satisfaction, and you agree to these terms and conditions:

1. Definitions:

The words “you” and “your” mean the account owner of the account.

“Empower” and the words “we,” “our,” and “us” mean Empower Annuity Insurance Company of America and its affiliates, successors, and assigns, including but not limited to Empower Life & Annuity Insurance Company of New York, Empower Funds, Inc., Empower Trust Company, LLC, Empower Capital Management, LLC, Empower Advisory Group, LLC, and Empower Financial Services, Inc. as applicable.

2. **Scope of this Agreement:**

This Agreement only applies to the electronic signatures and electronic delivery of the Document Package. This Agreement does not apply to any situation by law or otherwise that requires you to provide written notice or document to us, which must be done on paper unless we provide instruction to you how to deliver the item to us electronically. We may, in our sole discretion, choose to provide you with any document on paper, even if you have authorized electronic delivery.

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By accepting this Agreement, you consent to use electronic signatures for the Document Package, and you agree that electronic signatures shall be deemed to be legally equivalent to actual physical signatures. The electronic signature process will be facilitated through DocuSign, Inc., which is separate company retained by us to facilitate this service, but has no other affiliation with Empower. One or more electronic documents will be included in an electronic envelope on the DocuSign system and a link to the envelope will be e-mailed to you. These electronic documents may include but are not limited to service and account agreements between you and us, along with transaction forms and other documents related to your account with us.

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By accepting this Agreement, you agree the electronic delivery of the Document Package emailed to you, is the legal equivalent of actual physical delivery, such as delivery by the United States Postal Service or hand-delivery, whether or not you actually see or view the Document Package. For purposes of this agreement, unless we receive actual notice of a delivery failure, we shall be deemed to have conclusively delivered the Document Package to you when we attach and send the document(s) to the email address that you provided to us.

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You may request a paper copy of the Document Package by contacting Empower directly with your request.

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Operating Systems:	Windows XP, Windows Vista®, Windows® 7, Windows® 8 or higher; Mac OS® X or higher
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PDF Reader:	Acrobat® or similar software may be required to view and print PDF files

Screen Resolution:	1024 x 768 minimum
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- I can access and read this Agreement;
- I can print on paper the Document Package or save or send the Document Package to a place where I can print it for future reference and access;
- I have read this Agreement and agree to be bound by its terms and conditions.

12. **Contacting Empower**

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To contact us by e-mail: retirementsolutionservice@empower.com

To contact us by phone: 866-317-6586

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798th Board Meeting
September 17th, 2026

Action Item #7.A.

Action Item #7.A. Public Employee Performance Evaluation (Gov't Code § 54957)

Position: District Manager

Conference with Labor Negotiators (Gov't Code § 54957.6)

District Representative: Erica Vega, Legal Counsel

Unrepresented Employee: District Manager