

**DRAFT AGENDA  
BOARD OF DIRECTORS MEETING - REGULAR MEETING  
NORTH BREVARD COUNTY HOSPITAL DISTRICT  
OPERATING  
PARRISH MEDICAL CENTER  
MAY 4, 2020  
NO EARLIER THAN 11:00 A.M.,  
VIA TELEPHONE CONFERENCE**

The Dial-in #: 1-510-338-9438

Access Code: 798 348 894

**CALL TO ORDER**

- I. Explanation of Procedure for conducting Telephonic Meeting
- II. Moment of Silence
- III. PMC's Vision – *Healing Families – Healing Communities*
- IV. Approval of Agenda
- V. Executive Session
- VI. Review and Approval of Minutes (March 2, 2020)
- VII. Open Forum for PMC Physicians
- VIII. Public Comments
- IX. Unfinished Business
- X. New Business

**A. RESOLUTION APPROVING ADOPTION OF THE AMENDED AND RESTATED 403(B) PLAN**

**MOTION: TO RECOMMEND THE BOARD OF DIRECTORS APPROVE THE RESOLUTION FOR ADOPTION OF THE AMENDED AND RESTATED 403(B) PLAN.**

**B. AUDIT ENGAGEMENT LETTER MSL**

**MOTION: TO RECOMMEND THE BOARD OF DIRECTORS APPROVE THE MOORE STEPHENS LOVELACE ENGAGEMENT LETTER FOR FY20 FOR PARRISH MEDICAL CENTER AS PRESENTED.**

**C. DISPOSAL**

**MOTION: TO RECOMMEND TO THE BOARD OF DIRECTORS TO DECLARE THE EQUIPMENT LISTED IN THE REQUESTS FOR DISPOSAL OF OBSOLETE OR SURPLUS PROPERTY FORMS AS SURPLUS AND OBSOLETE AND DISPOSE OF SAME IN ACCORDANCE WITH FS274.05 AND FS274.96.**

XI. Other

XII. Closing Remarks – Chairman

XIII. Open Forum for Public

**ADJOURNMENT**

**NOTE: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, HE/SHE WILL NEED A RECORD OF PROCEEDINGS AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE A VERBATIM RECORD OF THE PROCEEDINGS IS MADE AND THAT THE RECORD INCLUDES TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.**

**PERSONS WITH A DISABILITY WHO NEED A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE ADMINISTRATIVE OFFICES AT 951 NORTH WASHINGTON AVENUE, TITUSVILLE, FLORIDA 32796, AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING. FOR INFORMATION CALL (321) 268-6110 or TDD (800) 955-8770.**

**THIS NOTICE WILL FURTHER SERVE TO INFORM THE PUBLIC THAT MEMBERS OF THE BOARD OF DIRECTORS OF NORTH BREVARD MEDICAL SUPPORT, INC. MAY BE IN ATTENDANCE AND MAY PARTICIPATE IN DISCUSSIONS OF MATTERS BEFORE THE NORTH BREVARD COUNTY HOSPITAL DISTRICT BOARD OF DIRECTORS. TO THE EXTENT OF SUCH DISCUSSIONS, A JOINT PUBLIC MEETING OF THE NORTH BREVARD COUNTY HOSPITAL DISTRICT AND NORTH BREVARD MEDICAL**

**NORTH BREVARD COUNTY HOSPITAL DISTRICT  
OPERATING  
PARRISH MEDICAL CENTER  
BOARD OF DIRECTORS – REGULAR MEETING**

A regular meeting of the Board of Directors of the North Brevard County Hospital District operating Parrish Medical Center was held on March 2, 2020 in Conference Room 2/3/4/5, First Floor. The following members were present:

Herman A. Cole, Jr., Chairman  
Stan Retz  
Billie Fitzgerald  
Robert L. Jordan, Jr., C.M.  
Maureen Rupe  
Peggy Crooks  
Elizabeth Galfo, M.D.  
Ashok Shah, M.D.

Member(s) Absent:

Jerry Noffel (excused)

A copy of the attendance roster of others present during the meeting is appended to the file copy of these minutes.

**CALL TO ORDER**

Mr. Cole called the meeting to order at 3:37 p.m.

**PLEDGE OF ALLEGIANCE**

Mr. Cole led the Board of Directors, staff and public in reciting the Pledge of Allegiance.

**PMC'S VISION – *Healing Families – Healing Communities*®**

Mr. Cole led the Board of Directors, staff and public in reciting PMC's Vision – *Healing Families – Healing Communities*®.

**APPROVAL OF AGENDA**

Mr. Cole asked for approval of the agenda in the packet. Discussion ensued and the following motion was made by Dr. Galfo, seconded by Mr. Retz and approved (8 ayes, 0 nays, 0 abstentions).

***ACTION TAKEN: MOTION TO APPROVE THE AGENDA AS PRESENTED.***

**REVIEW AND APPROVAL OF MINUTES**

Discussion ensued and the following motion was made by Mr. Jordan, seconded by Ms. Crooks and approved (8 ayes, 0 nays, 0 abstentions).

***ACTION TAKEN: MOTION TO APPROVE THE MINUTES OF THE JANUARY 6, 2020 REGULAR MEETING, AS PRESENTED.***

**RECOGNITIONS**

There were no recognitions.

**OPEN FORUM FOR PMC PHYSICIANS**

There were no physician comments.

**PUBLIC COMMENTS**

There were no public comments.

**UNFINISHED BUSINESS**

There was no unfinished business.

**NEW BUSINESS**

Discussion ensued and the following motion was made by Mr. Jordan, seconded by Ms. Crooks, and approved (8 ayes, 0 nays, 0 abstentions).

**ACTION TAKEN: MOTION TO RECOMMEND THE BOARD OF DIRECTORS APPROVE THE ENVIRONMENT OF CARE PLANS FOR THE YEAR 2020 TO INCLUDE:**

**THE UTILITY MANAGEMENT PLAN**

**THE EMERGENCY MANAGEMENT PLAN**

**THE ENVIRONMENT OF CARE MANAGEMENT PLAN**

**THE HAZARDOUS MATERIALS WASTE MANAGEMENT PLAN**

**THE LIFE SAFETY MANAGEMENT PLAN**

**THE MEDICAL EQUIPMENT MANAGEMENT PLAN**

**THE SECURITY MANAGEMENT PLAN**

**MEDICAL STAFF REPORT RECOMMENDATIONS/ANNOUNCEMENTS**

There were no recommendations or announcements.

**PUBLIC COMMENTS**

There were no public comments regarding the revised consent agenda.

**CONSENT AGENDA**

Discussion ensued regarding the consent agenda, and the following motion was made by Mr. Retz, seconded by Mr. Jordan and approved (8 ayes, 0 nays, 0 abstentions).

***ACTION TAKEN: MOTION TO APPROVE THE FOLLOWING REVISED  
CONSENT AGENDA ITEMS:***

A. Finance

1. Recommend to the Board of Directors approve the Resolution of the Board of Directors of the North Brevard County Hospital District Regarding the Out of State Medicaid Form for the State of Mississippi, Division of Medicaid.
2. Recommend to the Board of Directors to declare the equipment listed in the requests for Disposal of Obsolete or Surplus Property Forms as surplus and obsolete and dispose of same in accordance with FS274.05 and FS274.96.
3. Recommend to the Board of Directors to approve the appointment of Leigh Spradling to the Pension Committee for a two year term beginning March 2, 2020 through March 1, 2022.
4. Recommend to the Board of Directors to approve the appointment of Sylvia Simpson to the Pension Committee for a three year term beginning March 2, 2020 through March 1, 2023.

**COMMITTEE REPORTS**

**Quality Committee**

Dr. Galfo reported all items were covered during the meeting.

**Budget and Finance Committee**

Mr. Retz reported all items were covered during the meeting.

**Executive Committee**

Mr. Jordan reported all items were covered during the meeting.

**Educational, Governmental and Community Relations Committee**

Ms. Fitzgerald reported all items were covered during the meeting.

**Planning, Physical Facilities and Properties Committee**

Mr. Jordan reported the Planning Committee did not meet.

**PROCESS AND QUALITY REPORT**

No additional information was presented.

**Hospital Attorney**

Legal counsel had no report.

**OTHER**

No other business was discussed.

**CLOSING REMARKS**

Mr. Cole invited everyone to join in the challenge to run or walk in the 5k Heritage Run at the Harry T. Moore Center.

**OPEN FORUM FOR PUBLIC**

No members of the public spoke.

**ADJOURNMENT**

There being no further business to discuss, the meeting adjourned at 3:40 p.m.

Herman A. Cole, Jr.  
Chairman

**ADOPTION AGREEMENT**

**for the**

**NORTH BREVARD COUNTY DISTRICT**

**d/b/a**

**PARRISH MEDICAL CENTER**

**403(b) PLAN**

**VOLUME SUBMITTER GOVERNMENTAL 403(b) PLAN  
ADOPTION AGREEMENT #004**

**For Government Entities, including Public Schools and Dual Status 501(c)(3)/Governmental Organizations**

By executing this Volume Submitter Governmental 403(b) Plan Adoption Agreement (the "Agreement or AA"), the undersigned Employer agrees to establish or continue a 403(b) Plan. The 403(b) Plan adopted by the Employer consists of the Volume Submitter 403(b) Plan Basic Plan Document #08 (the "BPD") and the elections made under this Agreement (collectively referred to as the "Plan"). An Employer may jointly co-sponsor the Plan by signing a Participating Employer Adoption Page, which is attached to this Agreement. **This Plan is effective as of the Effective Date identified on the Signature Page of this Agreement.**

In completing the provisions of this Adoption Agreement, unless designated otherwise, selections under the Deferral column apply to all Salary Deferrals (including Roth Deferrals and Catch-Up Contributions) and After-Tax Employee Contributions. The selections under the Match column apply to Matching Contributions under AA §6B and selections under the ER column apply to Employer Contributions under AA §6.

As a Governmental Plan, this Plan is not subject to the nondiscrimination and coverage rules (other than the universal availability rule under Code §403(b)(12)(A)(ii)) under the Code. Also, as a Governmental Plan, this Plan is not subject to Title I of ERISA and may make elections under this Adoption Agreement accordingly.

**All elections the Employer makes under the Adoption Agreement are subject to the terms governing the applicable Investment Arrangement(s) and any applicable state or local law.**

**SECTION 1  
EMPLOYER INFORMATION**

*The information contained in this Section 1 is informational only. The information set forth in this Section 1 may be modified without amending this Agreement. Any changes to this Section 1 may be accomplished by substituting a new Section 1 with the updated information. The information contained in this Section 1 is not required for qualification purposes and any changes to the provisions under this Section 1 will not affect the Employer's reliance on the Favorable IRS Letter.*

**1-1 EMPLOYER INFORMATION:**

Name: North Brevard County Hospital District d/b/a Parrish Medical Center

Address: 951 North Washington Ave.

City, State, Zip Code: Titusville, FL 32796

Telephone: 321-268-6111

**1-2 EMPLOYER IDENTIFICATION NUMBER (EIN):** 59-6020427

**1-3 TYPE OF EMPLOYER: (Select (a) or (b))**

(a) Public School (as defined in Section 1.99 of the Plan)

(b) Dual Status 501(c)(3)/Governmental Organization (as defined in Section 1.38 of the Plan)

**1-4 EMPLOYER'S TAX YEAR END:** The Employer's tax year ends September 30

**1-5 RELATED EMPLOYERS:** Is the Employer part of a group of Related Employers (as defined in Section 1.113 of the Plan)?

Yes

No

If yes, Related Employers may be listed below. A Related Employer must complete a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan.

North Brevard Medical Support, Inc.

*[Note: This AA §1-5 is for informational purposes. The failure to identify all Related Employers under this AA §1-5 will not jeopardize the qualified status of the Plan.]*

**SECTION 2  
PLAN INFORMATION**

**2-1 PLAN NAME:** North Brevard County District d/b/a Parrish Medical Center 403(b) Plan



2-2 **PLAN NUMBER:** 003

2-3 **TYPE OF PLAN: (Check one of (a)-(c) and, if applicable, (d).)**

- (a) Custodial Account under Code §403(b)(7)  
 (b) Annuity Contract under Code §403(b)(1)  
 (c) Combination Custodial Account and Annuity Contract  
 (d) The Plan is intended to be a FICA Replacement Plan

[Note: Employers may not use this Adoption Agreement to adopt a retirement income account under Code §403(b)(9).]

2-4 **PLAN YEAR:**

- (a) Calendar year.  
 (b) The 12-consecutive month period ending on \_\_\_\_\_ each year.  
 (c) The Plan has a Short Plan Year running from \_\_\_\_ to \_\_\_\_.

2-5 **FROZEN PLAN:** Check this AA §2-5 if the Plan is a frozen Plan to which no contributions will be made.

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

[Note: As a frozen Plan, the Employer will not make any contributions with respect to Plan Compensation earned after such date and no Participant will be permitted to make any contributions to the Plan after such date. In addition, no Employee will become a Participant after the date the Plan is frozen.]

2-6 **MULTIPLE EMPLOYER PLAN:** Is this Plan a Multiple Employer Plan as defined in Section 1.81 of the Plan? (See Section 16.07 of the Plan for special rules applicable to Multiple Employer Plans.)

- (a) Yes  
 (b) No

2-7 **PLAN ADMINISTRATOR:**

- (a) The Employer identified in AA §1-1.  
 (b) Name: The Employer identified in AA Section 1-1 and the Pension Administrative Committee (See Addendum A)  
 Contact: Chris McAlpine  
 Address: 951 North Washington Ave Titusville, FL 32796  
 Telephone: 321-268-6111

[Note: To the extent an individual is named in this AA §2-7 does not take on all responsibilities of Plan Administrator, the Employer will retain those responsibilities as Plan Administrator. (See Section 1.93 of the Plan.)]

**SECTION 3  
ELIGIBLE EMPLOYEES**

3-1 **ELIGIBLE EMPLOYEES:** In addition to the Employees identified in Section 2.02 of the Plan, the following Employees are excluded from participation under the Plan with respect to the contribution source(s) identified in this AA §3-1. (See Sections 2.02(e) and (f) of the Plan for rules regarding the effect on Plan participation if an Employee changes between an eligible and ineligible class of employment.)

Deferral	Match	ER	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) No exclusions
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(b) Collectively Bargained Employees (as defined in Section 1.28 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Student Employees (as defined in Section 1.130 of the Plan)

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Employees who normally work less than ____ (not more than 20) hours a week (as defined in Section 2.02(b)(4) of the Plan).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Employees eligible for a governmental Code §457(b) plan
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Employees eligible for a 401(k) or another 403(b) plan sponsored by the Employer
<input type="checkbox"/>	N/A	N/A	(h) Employees whose contribution would be \$200 or less
N/A	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	(i) Other: <u>Employees of North Brevard Medical Support, Inc.</u>

[*Note: With respect to any election to exclude Employees under (e) or (i) above, the Employer must satisfy the requirements under Treas. Reg. §§1.403(b)-5(b)(ii) and (iii)(B) under which the Employer may elect to exclude Employees who normally work fewer than 20 hours per week (or such lower number of hours per week as elected in the Agreement) with respect to Salary Deferrals, Employer Contributions and Matching Contributions. An Employee normally works fewer than 20 hours per week if and only if (1) for the 12-month period beginning on the date of the Employee's Employment Commencement date, the Employer reasonably expects the Employee to work fewer than 1,000 Hours of Service and (2) for each Plan Year after the close of the 12-month period beginning on the date of the Employee's Employment Commencement date, the Employee worked fewer than 1,000 Hours of Service in the preceding 12-month period. Once eligible due to satisfaction of this service condition, the Employee will continue to be eligible under the Plan.*]

**SECTION 4**  
**MINIMUM AGE AND SERVICE REQUIREMENTS**

4-1 **ELIGIBILITY REQUIREMENTS – MINIMUM AGE AND SERVICE:** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service conditions under this AA §4-1 will be eligible to participate under the Plan as of his/her Entry Date (as defined in AA §4-2 below).

[*Note: As a Governmental Plan, this Plan is not subject to the nondiscrimination and coverage rules (other than the universal availability rule under Code §403(b)(12)(A)(ii)) under the Code and Title I of ERISA.*]

(a) **Service Requirement.** An Eligible Employee must complete the following minimum service requirements to participate in the Plan. If a different minimum service requirement applies for the same contribution type for different groups of Employees or for different contribution formulas, such differences may be described below.

Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	(1) There is no minimum service requirement for participation in the Plan.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	(2) One Year of Service (as defined in Section 2.03(a)(1) of the Plan and AA §4-3).
<input type="checkbox"/>	<input type="checkbox"/>	(3) The completion of at least ____ [ <i>cannot exceed 1,000</i> ] Hours of Service during the first ____ [ <i>cannot exceed 12</i> ] months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier. <ul style="list-style-type: none"> <li><input type="checkbox"/> (i) An Employee who completes the required Hours of Service satisfies eligibility at the end of the designated period, regardless if the Employee actually works for the entire period.</li> <li><input type="checkbox"/> (ii) An Employee who completes the required Hours of Service must also be employed continuously during the designated period of employment. (See Section 2.03(a)(2) of the Plan for rules regarding the application of this subsection (ii).)</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	(4) The completion of ____ [ <i>cannot exceed 1,000</i> ] Hours of Service during an Eligibility Computation Period (as defined in AA §4-3). [ <i>An Employee satisfies the service requirement immediately upon completion of the designated Hours of Service rather than at the end of the Eligibility Computation Period.</i> ]
<input type="checkbox"/>	<input type="checkbox"/>	(5) Full-time Employees are eligible to participate as set forth in subsection (i). Employees who are "part-time" Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a full-time Employee is any Employee not defined in subsection (ii). <ul style="list-style-type: none"> <li>(i) Full-time Employees must complete the following minimum service</li> </ul>

**Match**

**ER**

requirements to participate in the Plan:

(A) There is no minimum service requirement for participation in the Plan.

(B) The completion of at least \_\_\_\_ [*cannot exceed 1,000*] Hours of Service during the first \_\_\_\_ [*cannot exceed 12*] months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.

(C) Under the Elapsed Time method as defined in AA §4-3 below.

(D) Describe: \_\_\_\_\_

(ii) Part-time Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a part-time Employee is any Employee (including a temporary or seasonal Employee) whose normal work schedule is less than:

(A) \_\_\_\_ hours per week.

(B) \_\_\_\_ hours per month.

(C) \_\_\_\_ hours per year.

(6) Two (2) Years of Service.

(7) Under the Elapsed Time method as defined in AA §4-3 below.

(8) Describe eligibility conditions: \_\_\_\_\_

Describe eligibility conditions: \_\_\_\_\_

(b) **Minimum Age Requirement.** An Eligible Employee (as defined in AA §3-1) must have attained the following age with respect to the contribution source(s) identified in this AA §4-1(b).

**Match**

**ER**

(1) There is no minimum age for Plan eligibility.

(2) Age 21.

(3) Age 20½.

(4) Age \_\_\_\_.

(c) **Special eligibility rules.** The following special eligibility rules apply with respect to the Plan: \_\_\_\_\_

*[Note: This subsection (c) may be used to apply the eligibility conditions selected under this AA §4-1 separately with respect to different Employee groups or different contribution formulas under the Plan.]*

4-2 **ENTRY DATE:** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service requirements in AA §4-1 shall be eligible to participate in the Plan as of his/her Entry Date. For this purpose, the Entry Date is the following date with respect to the contribution source(s) identified under this AA §4-2.

**Match**

**ER**

(a) **Immediate.** The date the minimum age and service requirements are satisfied (or date of hire, if no minimum age and service requirements apply).

(b) **Semi-annual.** The first day of the 1st and 7th month of the Plan Year.

(c) **Quarterly.** The first day of the 1st, 4th, 7th and 10th month of the Plan Year.

(d) **Monthly.** The first day of each calendar month.

(e) **Payroll period.** The first day of the payroll period.

(f) **The first day of the Plan Year.** [*See Section 2.03(b)(2) of the Plan for special rules that apply.*]

An Eligible Employee’s Entry Date (as defined above) is determined based on when the Employee satisfies the minimum age and service requirements in AA §4-1. For this purpose, an Employee’s Entry Date is the Entry Date:

- | Match                               | ER                                  |                                                                                                        |
|-------------------------------------|-------------------------------------|--------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (g) <b>next following</b> satisfaction of the minimum age and service requirements.                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (h) <b>coinciding with or next following</b> satisfaction of the minimum age and service requirements. |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (i) <b>nearest</b> the satisfaction of the minimum age and service requirements.                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (j) <b>preceding</b> the satisfaction of the minimum age and service requirements.                     |

This section may be used to describe any special rules for determining Entry Dates under the Plan. For example, if different Entry Date provisions apply for the same contribution sources with respect to different groups of Employees, such different Entry Date provisions may be described below.

- | Match                    | ER                       |                                                                                                            |
|--------------------------|--------------------------|------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | (k) <b>Describe</b> any special rules that apply with respect to the Entry Dates under this AA §4-2: _____ |

4-3 **DEFAULT ELIGIBILITY RULES.** In applying the minimum age and service requirements under AA §4-1 above, the following default rules apply with respect to all contribution sources under the Plan:

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period. (See Section 1.68 of the Plan for the definition of Hours of Service.)
- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years. If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years.
- **Break in Service Rules.** The Nonvested Participant Break in Service rule (see Section 2.07(b) of the Plan) and the One-Year Break in Service rule (see Section 2.07(d) of the Plan) do NOT apply. Governmental Plans are not subject to the Break in Service rules under Title I of ERISA and can modify the Break in Service rules of the Plan accordingly.

To override the default eligibility rules, complete the applicable sections of this AA §4-3. **If this AA §4-3 is not completed for a particular contribution source, the default eligibility rules apply.**

- | Match                    | ER                       |                                                                                                                                                                                                                      |
|--------------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) <b>Year of Service.</b> Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ___ Hours of Service during an Eligibility Computation Period.                             |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) <b>Eligibility Computation Period.</b> The Plan will use Anniversary Years for all Eligibility Computation Periods.                                                                                              |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) <b>Elapsed Time method.</b> Eligibility service will be determined under the Elapsed Time method. An Eligible Employee (as defined in AA §3-1) must complete a ___ period of service to participate in the Plan. |

*[Note: Under the Elapsed Time method, service will be measured from the Employee’s employment commencement date (or reemployment commencement date, if applicable) without regard to the Eligibility Computation Period.]*

- | Match                               | ER                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | <input type="checkbox"/>            | <p>(d) <b>Equivalency Method.</b> For purposes of determining an Employee’s Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(5) of the Plan). The Equivalency Method will apply to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> (1) All Employees.</li> <li><input type="checkbox"/> (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.</li> </ul> <p>Hours of Service for eligibility will be determined under the following Equivalency Method:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> (3) <b>Monthly.</b> 190 Hours of Service for each month worked.</li> <li><input type="checkbox"/> (4) <b>Weekly.</b> 45 Hours of Service for each week worked.</li> <li><input type="checkbox"/> (5) <b>Daily.</b> 10 Hours of Service for each day worked.</li> <li><input type="checkbox"/> (6) <b>Semi-monthly.</b> 95 Hours of Service for each semi-monthly period worked.</li> </ul> |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <p>(e) <b>Nonvested Participant Break in Service rule applies.</b> Service earned prior to a Nonvested Participant Break in Service (as defined in Section 2.07(b) of the Plan) will be disregarded in applying the eligibility rules.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated employment.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <p>(f) <b>One-Year Break in Service rule applies.</b> The One-Year Break in Service rule (as defined in Section 2.07(d) of the Plan) applies to temporarily disregard an Employee’s service earned prior to a one-year Break in Service.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The One-Year Break in Service rule applies to all Employees, including Employees who have not terminated employment.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <p>(g) <b>Special eligibility provisions: <u>Special Break in Service Rule: If a Participant, who also participates in the North Brevard Hospital District, a Special Tax District operating Parrish Medical Center Pension Plan and Trust ("Pension Plan") terminates employment with the Employer and receives a lump sum distribution of the present value of his accrued benefit in the Pension Plan, the Plan disregards all of his prior service for eligibility purposes in the Plan in the event he is subsequently re-employed by the Employer at any time. Such re-employed individual will be considered a new Employee who is eligible to participate in the Plan after he re-satisfies the he eligibility conditions of the Plan (assuming he is re-employed as an Eligible Employee).</u></b></p> <p><i>[Note: Any special eligibility provision must relate to an Employee’s eligibility to participate under the Plan.]</i></p>                                                                                                                                                                                                      |

4-4 **EFFECTIVE DATE OF MINIMUM AGE AND SERVICE REQUIREMENTS.** The minimum age and/or service requirements under AA §4-1 apply to all Employees under the Plan. An Employee will participate with respect to all contribution sources under the Plan as of his/her Entry Date under AA §4-2, taking into account all service with the Employer, including service earned prior to the Effective Date.

To allow Employees hired on a specified date to enter the Plan without regard to the minimum age and/or service conditions, complete this AA §4-4.

- | Match                    | ER                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <p>An Eligible Employee who is employed by the Employer on the following date will become eligible to enter the Plan without regard to minimum age and/or service requirements (as designated below):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> (a) the Effective Date of this Plan (as designated in the Employer Signature Page).</li> <li><input type="checkbox"/> (b) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).</li> <li><input type="checkbox"/> (c) ____ <i>[insert date no earlier than the Effective Date of this Plan]</i>.</li> </ul> <p>An Eligible Employee who is employed on the designated date will become eligible to participate in the Plan without regard to the minimum age and service requirements under</p> |

AA §4-1. If both minimum age and service conditions are not waived, select (d) or (e) to designate which condition is waived under this AA §4-4.

- (d) This AA §4-4 only applies to the minimum service condition.
- (e) This AA §4-4 only applies to the minimum age condition.

The provisions of this AA §4-4 apply to all Eligible Employees employed on the designated date unless designated otherwise under subsection (f) or (g) below:

- (f) The provisions of this AA §4-4 apply to the following group of Employees employed on the designated date: \_\_\_\_\_
- (g) Describe special rules: \_\_\_\_\_

*[Note: An Employee who is employed as of the date described in this AA §4-4 will be eligible to enter the Plan as of such date unless a different Entry Date is designated under subsection (g).]*

4-5 **SERVICE WITH PREDECESSOR EMPLOYER.** If the Employer is maintaining the Plan of a Predecessor Employer, service with such Predecessor Employer is automatically counted for eligibility, vesting and for purposes of applying any allocation conditions under AA §6-7 and AA §6B-7.

In addition, this AA §4-5 may be used to identify any Predecessor Employers for whom service will be counted for purposes of determining eligibility, vesting and allocation conditions under this Plan.

If this AA §4-5 is not completed, no service with a Predecessor Employer will be counted.

(a) **Identify Predecessor Employer(s):**

- (1) The Plan will count service with all Employers which have been acquired.
- (2) The Plan will count service with the following Predecessor Employers:

	Eligibility	Vesting	Allocation Conditions
<input type="checkbox"/> (1) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(b) **Describe** any special provisions applicable to Predecessor Employer service: \_\_\_\_\_

*[Note: Any special provisions must relate solely to service with a Predecessor Employer.]*

**SECTION 5  
COMPENSATION DEFINITIONS**

5-1 **TOTAL COMPENSATION.** Total Compensation is based on the definition set forth under this AA §5-1. (See Section 1.137 of the Plan for a specific definition of the various types of Total Compensation.)

- (a) W-2 Wages
- (b) Code §415 Compensation
- (c) Wages under Code §3401(a)

*[Note: For purposes of determining Total Compensation, the definition includes Elective Deferrals as defined in Section 1.44 of the Plan, pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).]*

5-2 **POST-SEVERANCE COMPENSATION.** Total Compensation includes post-severance compensation, to the extent provided in Section 1.137(b) of the Plan.

- (a) **Exclusion of post-severance compensation from Total Compensation.** The following amounts paid after a Participant’s severance of employment are excluded from Total Compensation:
- (1) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.
  - (2) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee’s gross income.

*[Note: Plan Compensation (as defined in Section 1.94 of the Plan) includes any post-severance compensation amounts that are includible in Total Compensation. The Employer may elect to exclude all compensation paid after severance of employment or may elect to exclude specific types of post-severance compensation from Plan Compensation under AA §5-3.]*

(b) **Continuation payments for disabled Participants.** Unless designated otherwise under this subsection, Total Compensation does not include continuation payments for disabled Participants.

- Payments to disabled Participants.** Total Compensation shall include post-severance compensation paid to a Participant who is permanently and totally disabled, as provided in Section 1.137(c)(2) of the Plan.

5-3 **PLAN COMPENSATION:** Plan Compensation is **Total Compensation** (as defined in AA §5-1 above) with the following exclusions described below.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) No exclusions.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(b) Elective Deferrals (as defined in Section 1.44 of the Plan), pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4) are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Compensation above \$___ is excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Amounts received as a bonus are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Amounts received as commissions are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Overtime payments are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) Amounts received for services performed for a non-signatory Related Employer are excluded. (See Section 2.02(c) of the Plan.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) “Deemed §125 compensation” as defined in Section 1.137(d) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(j) Amounts received after termination of employment are excluded. (See Section 1.137(b) of the Plan.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(k) Differential Pay (as defined in Section 1.137(e) of the Plan).
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	(l) Describe adjustments to Plan Compensation: <u>All compensation is excluded other than base pay and personal leave bank received.</u>

*[Note: Any adjustments to Plan Compensation under this AA §5-3 must be definitely determinable.]*

5-4 PERIOD FOR DETERMINING COMPENSATION.

- (a) **Compensation Period.** Plan Compensation will be determined on the basis of the following period(s) for the contribution sources identified in this AA §5-4. [If a period other than Plan Year applies for any contribution source, any reference to the Plan Year as it refers to Plan Compensation for that contribution source will be deemed to be a reference to the period designated under this AA §5-4.]

Deferral	Match	ER	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	(1) The Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) The calendar year ending in the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) The Employer's fiscal tax year ending in the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(4) The 12-month period ending on ____ which ends during the Plan Year.

- (b) **Compensation while a Participant.** Unless provided otherwise under this subsection (b), in determining Plan Compensation, only compensation earned while an individual is a Participant under the Plan with respect to a particular contribution source will be taken into account.

To count compensation for the entire Plan Year for a particular contribution source, including compensation earned while an individual is not a Participant with respect to such contribution source, check below. (See Section 1.94 of the Plan.)

Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	All compensation earned during the Plan Year will be taken into account, including compensation earned while an individual is not a Participant.

- (c) **Few weeks rule.** The few weeks rule under Code §415 will not apply unless designated otherwise under this subsection (c).

- Amounts earned but not paid during a Limitation Year solely because of the timing of pay periods and pay dates shall be included in Total Compensation for the Limitation Year, provided the amounts are paid during the first few weeks of the next Limitation Year, the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees, and no amounts are included in more than one Limitation Year.

**SECTION 6  
EMPLOYER CONTRIBUTIONS**

- 6-1 **EMPLOYER CONTRIBUTIONS.** Is the Employer authorized to make Employer Contributions under the Plan?

- Yes  
 No [If No, skip to Section 6A.]

- 6-2 **EMPLOYER CONTRIBUTION FORMULA.** For the period designated in AA §6-4 below, the Employer will make the following Employer Contributions on behalf of Participants who satisfy the allocation conditions designated in AA §6-7 below. Any Employer Contribution authorized under this AA §6-2 will be allocated in accordance with the allocation formula selected under AA §6-3. [Note: As a Governmental Plan, this Plan is not subject to the nondiscrimination and coverage rules (other than the universal availability rule under Code §403(b)(12)(A)(ii)) under the Code and Title I of ERISA.]

- (a) **Discretionary contribution.** The Employer will determine in its sole discretion how much, if any, it will make as an Employer Contribution.
- (b) **Fixed contribution.**
- (1) \_\_\_\_% of each Participant's Plan Compensation.
- (2) \$\_\_\_\_ for each Participant.
- (c) **Outside agreements, contracts or arrangements.**
- (1) The Employer Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.
- (2) The Employer Contribution will be determined in accordance with any applicable employment contract or other arrangement the Employer has with the Participant(s).



- (d) **Service-based contribution.** The Employer will make the following contribution:
- (1) **Discretionary.** A discretionary contribution determined as a uniform percentage of Plan Compensation or a uniform dollar amount for each period of service designated below.
- (2) **Fixed percentage.** \_\_\_\_% of Plan Compensation paid for each period of service designated below.
- (3) **Fixed dollar.** \$\_\_\_\_ for each period of service designated below.

The service-based contribution will be based on the following periods of service:

- (4) Each Hour of Service
- (5) Each week of employment
- (6) Describe period: \_\_\_\_\_

The service-based contribution is subject to the following rules:

- (7) Describe any special provisions that apply to service-based contribution: \_\_\_\_\_

- (e) **Year of Service contribution.** The Employer will make an Employer Contribution based on Years of Service with the Employer.

	Years of Service	Contribution %
<input type="checkbox"/> (1)	For Years of Service between ___ and ___	___%
<input type="checkbox"/> (2)	For Years of Service between ___ and ___	___%
<input type="checkbox"/> (3)	For Years of Service between ___ and ___	___%
<input type="checkbox"/> (4)	For Years of Service ___ and above	___%

For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: \_\_\_\_\_

[*Note: Any alternative definition of a Year of Service must meet the requirements of a Year of Service as defined in Section 2.03 of the Plan.*]

- (f) **Describe special rules for determining contributions under the Plan:** \_\_\_\_\_

6-3 **ALLOCATION FORMULA.**

- (a) **Pro rata allocation.** The discretionary Employer Contribution under AA §6-2 will be allocated:
- (1) as a uniform percentage of Plan Compensation.
- (2) as a uniform dollar amount.
- (b) **Fixed or outside agreement, contract or arrangement contribution.** The fixed or outside agreement, contract or arrangement Employer Contribution under AA §6-2 will be allocated in accordance with the selections made with respect to fixed or outside agreement Employer Contributions under AA §6-2.
- (c) **Permitted disparity allocation.** The discretionary Employer Contribution under AA §6-2 will be allocated under the two-step method (as defined in Section 3.02(a)(1)(ii)(A) of the Plan), using the Taxable Wage Base (as defined in Section 1.132 of the Plan) as the Integration Level.

To modify these default rules, complete the appropriate provision(s) below:

- (1) **Integration Level.** Instead of the Taxable Wage Base, the Integration Level is:
- (i) \_\_\_\_% of the Taxable Wage Base, increased (but not above the Taxable Wage Base) to the next higher:
- (A) N/A  (B) \$1
- (C) \$100  (D) \$1,000
- (ii) \$\_\_\_\_ (not to exceed the Taxable Wage Base)
- (iii) 20% of the Taxable Wage Base

[*Note: See Section 3.02(a)(1)(ii) of the Plan for rules regarding the Maximum Disparity Rate that may be used where an Integration Level other than the Taxable Wage Base is selected.*]

(2) **Describe** special rules for applying permitted disparity allocation formula: \_\_\_\_\_

[*Note: Any special rules must relate solely to applying the permitted disparity formula.*]

(d) **Uniform points allocation.** The discretionary Employer Contribution designated in AA §6-2 will be allocated to each Participant in the ratio that each Participant's total points bears to the total points of all Participants. A Participant will receive the following points:

(1) \_\_\_ point(s) for each \_\_\_ year(s) of age (attained as of the end of the Plan Year).

(2) \_\_\_ point(s) for each \$\_\_\_ (not to exceed \$200) of Plan Compensation.

(3) \_\_\_ point(s) for each \_\_\_ Year(s) of Service. For this purpose, Years of Service are determined:

(i) In the same manner as determined for eligibility.

(ii) In the same manner as determined for vesting.

(iii) Points will not be provided with respect to Years of Service in excess of \_\_\_\_.

(e) **Employee group allocation.** The Employer may make a separate Employer Contribution to the Participants in the following allocation groups. The Employer must notify the Plan Administrator in writing of the amount of the contribution to be allocated to each allocation group.

(1) A separate discretionary Employer Contribution may be made to each Participant of the Employer (i.e., each Participant is in his/her own allocation group).

(2) A separate discretionary or fixed Employer Contribution may be made to the following allocation groups. If no fixed amount is designated for a particular allocation group, the contribution made for such allocation group will be allocated as a uniform percentage of Plan Compensation or as a uniform dollar amount to all Participants within that allocation group.

**Group 1:** \_\_\_\_\_

[*Note: Each group must be definitely determinable.*]

(3) **Special rules.** The following special rules apply to the Employee group allocation formula.

(i) **More than one Employee group.** Unless designated otherwise under this subsection (i), if a Participant is in more than one allocation group described in (2) above during the Plan Year, the Participant will receive an Employer Contribution based on the Participant's status on the last day of the Plan Year.

(A) **Determined separately for each Employee group.** If a Participant is in more than one allocation group during the Plan Year, the Participant's share of the Employer Contribution will be based on the Participant's status for the part of the year the Participant is in each allocation group.

(B) **Describe:** \_\_\_\_\_

(f) **Age-based allocation.** The discretionary Employer Contribution designated in AA §6-2 will be allocated under the age-based allocation formula so that each Participant receives a pro rata allocation based on adjusted Plan Compensation. For this purpose, a Participant's adjusted Plan Compensation is determined by multiplying the Participant's Plan Compensation by an Actuarial Factor (as defined in Section 3.02(a)(1)(v)(B) of the Plan).

A Participant's Actuarial Factor is determined based on a specified interest rate and mortality table. Unless designated otherwise under (1) or (2) below, the Plan will use an applicable interest rate of 8.5% and a UP-1984 mortality table.

(1) **Applicable interest rate.** Instead of 8.5%, the Plan will use an interest rate of \_\_\_% (must be between 7.5% and 8.5%) in determining a Participant's Actuarial Factor.

(2) **Applicable mortality table.** Instead of the UP-1984 mortality table, the Plan will use the following mortality table in determining a Participant's Actuarial Factor: \_\_\_\_\_

(3) **Describe special rules applicable to age-based allocation:** \_\_\_\_\_

[*Note: See Appendix A of the Plan for sample Actuarial Factors based on an 8.5% applicable interest rate and the UP-1984 mortality table. If an interest rate or mortality table other than 8.5% or UP-1984 is selected, appropriate Actuarial Factors must be calculated.*]

(g) **Service-based allocation formula.** The service-based Employer Contribution selected in AA §6-2 will be allocated in accordance with the selections made under the service-based allocation formula in AA §6-2.

(h) **Year of Service allocation formula.** The Year of Service Employer Contribution selected in AA §6-2 will be allocated in accordance with the selections made under the Year of Service allocation formula in AA §6-2.

(i) **Describe special rules for determining allocation formula:** \_\_\_\_\_

6-4 **SPECIAL RULES.** No special rules apply with respect to Employer Contributions under the Plan, except to the extent designated under this AA §6-4. Unless designated otherwise, in determining the amount of the Employer Contributions to be allocated under this AA §6, the Employer Contribution will be based on Plan Compensation earned during the Plan Year.

(a) **Period for determining Employer Contributions.** Instead of the Plan Year, Employer Contributions will be determined based on Plan Compensation earned during the following period: *[The Plan Year must be used if the permitted disparity allocation method is selected under AA §6-3 above.]*

(1) Plan Year quarter

(2) calendar month

(3) payroll period

(4) Other: \_\_\_\_\_

*[Note: Although Employer Contributions are determined on the basis of Plan Compensation earned during the period designated under this subsection, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. Employer Contributions may be contributed and allocated to Participants at any time within the contribution period permitted under Treas. Reg. §1.415(c)-1(b)(6)(B), regardless of the period selected under this subsection. Any alternative period designated under subsection (4) may not exceed a 12-month period and will apply uniformly to all Participants.]*

(b) **Limit on Employer Contributions.** The Employer Contribution elected in AA §6-2 may not exceed:

(1) \_\_\_\_\_% of Plan Compensation

(2) \$\_\_\_\_\_

(3) Describe: \_\_\_\_\_

(c) **Offset of Employer Contribution.**

(1) A Participant's allocation of Employer Contributions under AA §6-2 of this Plan is reduced by contributions under \_\_\_\_\_ *[insert name of plan(s)]*.

(2) In applying the offset under this subsection, the following rules apply: \_\_\_\_\_

(d) **Other special rules relating to Employer Contributions:** \_\_\_\_\_

6-5 **SPECIAL EMPLOYER CONTRIBUTIONS.**

(a) **Contributions for former Employees.** If this (a) is elected, the Employer may continue to make Employer Contributions on behalf of a former Employee as provided in Section 3.01(c) of the Plan, as described below:

(b) **Contributions of accrued sick and/or vacation leave.**

(1) The Employer will make Employer Contributions of amounts of accrued unpaid sick leave, as described below:

(2) The Employer will make Employer Contributions of amounts of accrued unpaid vacation leave, as described below:

6-6 **MANDATORY CONTRIBUTIONS.** If elected below, a Participant will be required to make a Mandatory Contribution (as defined in Section 1.76 of the Plan) to the Plan equal to the amount specified under this subsection 6-6. Any amounts contributed pursuant to this subsection 6-6 will be treated as Employer Contributions under the Plan. Such contributions and earnings thereon will be 100% vested at all times.

(a) The following amounts will be contributed to the Plan as a Mandatory Contribution:

(1) \_\_\_\_\_ % of Plan Compensation.

(2) \$\_\_\_\_\_ per pay period.

(3) Any amount from \_\_\_\_\_ % to \_\_\_\_\_ % of Plan Compensation, as designated by the Participant.

(4) The amount designated under an applicable Collective Bargaining Agreement, employment contract or other arrangement with the Employee.

(5) Describe amount: \_\_\_\_\_

[Note: Amount may not exceed 100% of Plan Compensation.]

- (b) Special rules applicable to Mandatory Contribution: \_\_\_\_\_

[Note: Special rules may describe special eligibility requirements and the definitely determinable amounts.]

6-7 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6-7 to receive an allocation of Employer Contributions under the Plan. Allocation conditions do not apply to Mandatory Contributions.

- (a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.
- (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.
- (c) **Minimum service condition.** An Employee must be credited with at least:
- (1) 1,000 Hours of Service during the Plan Year.
- (i) Hours of Service are determined using actual Hours of Service.
- (ii) Hours of Service are determined using the following Equivalency Method (as defined under AA §4-3):
- (A) Monthly  (B) Weekly
- (C) Daily  (D) Semi-monthly
- (2) \_\_\_\_\_ consecutive days of employment with the Employer during the Plan Year.
- (d) **Application to a specified period.** The allocation conditions selected under this AA §6-7 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6-7, the Employer may elect under this subsection to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.06 of the Plan for a description of the rules for applying the allocation conditions on a periodic basis.)
- (1) **Period for applying allocation conditions.** Instead of the Plan Year, the allocation conditions set forth under subsection (2) below apply with respect to the following periods:
- (i) Plan Year quarter
- (ii) calendar month
- (iii) payroll period
- (iv) Other: \_\_\_\_\_
- (2) **Application to allocation conditions.** If this subsection is checked to apply allocation conditions on the basis of specified periods, to the extent an employment or minimum service allocation condition applies under this AA §6-7, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:
- (i) Only the employment condition will be based on the period selected in subsection (1) above.
- (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.
- (iii) Describe any special rules: \_\_\_\_\_
- [Note: Any special rules under subsection (iii) must relate solely to the application of the allocation conditions.]
- (c) **Exceptions.**
- (1) The above allocation condition(s) will **not** apply if the Employee:
- (i) dies during the Plan Year.
- (ii) terminates employment due to becoming Disabled.
- (iii) terminates employment after attaining Normal Retirement Age.
- (iv) terminates employment after attaining Early Retirement Age.
- (v) is on an authorized leave of absence from the Employer.
- (2) The exceptions selected under subsection (1) will apply even if an Employee has not terminated employment at the time of the selected event(s).
- (3) The exceptions selected under subsection (1) do not apply to:
- (i) an employment condition designated under this AA §6-7.

- (ii) a minimum service condition designated under this AA §6-7.
- (iii) a Discretionary Employer Contribution.
- (iv) a Fixed Employer Contribution.
- (f) Describe any special rules governing the allocation conditions under the Plan: \_\_\_\_\_

**SECTION 6A**  
**SALARY DEFERRALS**

6A-1 **SALARY DEFERRALS.** Unless elected below, Eligible Employees are permitted to make Salary Deferrals under the Plan.

- Employees are **not** permitted to make Salary Deferrals under the Plan. [*Skip to Section 6B.*]

6A-2 **MAXIMUM LIMIT ON SALARY DEFERRALS.** Unless designated otherwise below, a Participant may defer any amount up to the Elective Deferral Dollar Limit and the Code §415 Limitation (as set forth in Sections 5.02 and 5.03 of the Plan).

- Describe any Plan limitations on Salary Deferrals: \_\_\_\_\_

6A-3 **MINIMUM DEFERRAL RATE.** No minimum deferral requirement applies under the Plan.

6A-4 **CATCH-UP CONTRIBUTIONS.** Age 50 Catch-Up Contributions (as defined in Section 3.03(d) of the Plan) and Special Catch-Up Contributions for Qualified Employees of Qualified Organizations (as defined in Section 3.03(e) of the Plan) are permitted under the Plan, unless designated otherwise under this AA §6A-4.

- (a) Age 50 Catch-Up Contributions are not permitted under the Plan.
- (b) Special Catch-Up Contributions for Qualified Employees of Qualified Organizations are not permitted under the Plan.

6A-5 **ROTH DEFERRALS.** Roth Deferrals are not permitted under the Plan, unless designated otherwise under this AA §6A-5. Roth Deferrals, if available, are subject to the terms of the governing Investment Arrangement(s).

- (a) **Availability of Roth Deferrals.** Roth Deferrals are permitted under the Plan. [*Note: If Roth Deferrals are effective as of a date later than the Effective Date of the Plan, designate such special Effective Date in AA §6A-9 below.*]
- (b) **Distribution of Roth Deferrals.** Unless designated otherwise under this subsection, to the extent a Participant takes a distribution or withdrawal from his/her Salary Deferral Account(s), the Participant may designate the extent to which such distribution is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account. (See Section 8.10 of the Plan for default distribution rules if a Participant fails to designate the appropriate Account for corrective distributions from the Plan.)

Alternatively, the Employer may designate the order of distributions for the distribution types listed below or in a separate administrative procedure:

(1) **Distributions and withdrawals.**

- (i) Any distribution will be taken on a pro rata basis from the Participant's Pre-Tax Deferral Account and Roth Deferral Account.
- (ii) Any distribution will be taken first from the Participant's Roth Deferral Account and then from the Participant's Pre-Tax Deferral Account.
- (iii) Any distribution will be taken first from the Participant's Pre-Tax Deferral Account and then from the Participant's Roth Deferral Account.

(2) **Distribution of Excess Deferrals.**

- (i) Distribution of Excess Deferrals will be made from Roth and Pre-Tax Deferral Accounts in the same proportion that deferrals were allocated to such Accounts for the calendar year.
- (ii) Distribution of Excess Deferrals will be made first from the Roth Deferral Account and then from the Pre-Tax Deferral Account.
- (iii) Distribution of Excess Deferrals will be made first from the Pre-Tax Deferral Account and then from the Roth Deferral Account.

- (c) **IN-PLAN ROTH CONVERSIONS.** The Plan does not permit a Participant to make an In-Plan Roth Conversion under the Plan. To override this provision to allow Participants to make an In-Plan Roth Conversion, subsection (a) and this subsection (c) must be checked.

- (1) **Effective date.** Effective \_\_\_\_\_, a Participant may elect to convert all or any portion of his/her non-Roth vested Account Balance to an In-Plan Roth Conversion Account.

*[Note: The Plan must provide for Roth Deferrals under AA §6A-5 as of the effective date designated in this subsection (c). An election under this subsection (c) does not affect an In-Plan Roth Conversion that was allowed under prior Plan provisions.]*

- (2) **In-Service Distribution.** For a Participant to convert his/her eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, the Participant need not be eligible to take a distribution from the Plan.

To override this default provision to require a distributable event, complete this subsection (2).

- If this subsection (2) is checked, a Participant must be eligible for a distribution of any amounts converted to Roth Deferrals through an In-Plan Roth Conversion. Thus, only amounts that are eligible for distribution under AA §9 or AA §10 are eligible for In-Plan Roth Conversion.

*[Note: If this subsection (2) is not checked, a Participant may convert any or all of the eligible contribution sources to Roth Deferrals through an In-Plan Roth Conversion.]*

- (3) **Contribution sources.** An Employee may elect to make an In-Plan Roth Conversion from all available contribution sources under the Plan.

To override this default provision to limit the contributions sources available for In-Plan Roth Conversion, select the applicable contribution sources from which an In-Plan Roth Conversion is available:

- (i) Pre-tax Deferrals  
 (ii) Employer Contributions  
 (iii) Matching Contributions  
 (iv) After-Tax Contributions  
 (v) Rollover Contributions  
 (vi) Mandatory Contributions  
 (vii) Describe: \_\_\_\_\_

*[Note: Any contribution sources described in this subsection (vii) must be definitely determinable and not subject to Employer discretion.]*

- (4) **Limits applicable to In-Plan Roth Conversions.** No special limits apply with respect to In-Plan Roth Conversions, unless designated otherwise under this subsection (4).

- (i) Roth conversions may only be made from contribution sources that are fully vested (i.e., 100% vested).

*[Note: If an In-Plan Roth Conversion is permitted from partially-vested sources, special rules apply for determining the vested percentage of such amounts after conversion.]*

- (ii) A Participant may not make an In-Plan Roth Conversion of less than \$\_\_\_\_ (may not exceed \$1,000).  
 (iii) A Participant may not make an In-Plan Roth Conversion of any outstanding loan amount.

*[Note: If this (iii) is not checked, a Participant may convert amounts that are attributable to an outstanding loan, to the extent the loan relates to a contribution source that is eligible for conversion under subsection (3) above.]*

- (iv) Describe: \_\_\_\_\_

*[Note: Any selection in this subsection (iv) must be definitely determinable and not subject to Employer discretion.]*

- (5) **Amounts available to pay federal and state taxes generated from an In-Plan Roth Conversion.** No special provisions apply to allow Participants to withdraw funds to pay federal or state taxes generated from an In-Plan Roth Conversion, except as provided otherwise under this subsection (5).

- (i) **In-service distribution.** If the Plan does not otherwise permit an in-service distribution at the time of the In-Plan Roth Conversion and this subsection (i) is checked, a Participant may elect to take an in-service distribution solely to pay taxes generated from the In-Plan Roth Conversion to the extent such in-service distribution would otherwise be permitted under Section 8.09 of the Plan.

*[Note: If this subsection (i) is checked, a Participant may take an in-service distribution only to the extent such distribution would otherwise be permitted under the provisions of Section 8.09 of the Plan.]*

- (ii) **Participant loan.** Generally, a Participant may request a loan from the Plan to the extent permitted under Section 13 and AA Appendix B. However, to the extent a Participant loan is not otherwise allowed and this subsection (ii) is selected, a Participant may receive a Participant loan solely to pay taxes generated from an In-Plan Roth Conversion.

*[Note: If this subsection (ii) is selected and Participant loans are not otherwise authorized under the Plan, any Participant loan made pursuant to this subsection (ii) will be made in accordance with the default loan policy described in Section 13 of the Plan.]*

- (6) **Distribution from In-Plan Roth Conversion Account.** Distributions from the In-Plan Roth Conversion Account will be permitted at the same time as permitted for Roth Deferrals, as set forth under AA §10-1, unless designated otherwise under this subsection (6). However, earlier distribution of certain converted amounts may be required to the extent necessary to protect distribution options that were available with respect to such converted amounts prior to the In-Plan Roth Conversion.

- (i) In-service distributions will not be permitted from an In-Plan Roth Conversion Account. However, a distribution must continue to be offered for any converted amounts as of the earliest date a distribution would otherwise be permitted for such converted amounts, without regard to the In-Plan Roth Conversion.

- (ii) An in-service distribution may be made from the In-Plan Roth Conversion Account at any time, subject to any source distributions restrictions that applied to amounts prior to the conversion.

- (iii) Describe distribution options: \_\_\_\_\_

- (d) **SPECIAL RULES APPLICABLE TO ROTH DEFERRALS:** \_\_\_\_\_

*[Note: Any special rules must satisfy the requirements applicable to Roth Deferrals under Code §402A.]*

6A-6 **ADP TESTING.** This Plan is not subject to ADP testing as described under Code §401(k).

6A-7 **CHANGE OR REVOCATION OF DEFERRAL ELECTION:** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume a deferral election will be effective as set forth under the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke a deferral election at least once per year. Unless the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke a deferral election (on a prospective basis) at any time.

6A-8 **AUTOMATIC CONTRIBUTION ARRANGEMENT.** No automatic contribution provisions apply under Section 3.03 of the Plan, unless provided otherwise under this AA §6A-8. *[Note: A governmental Employer's election to include automatic deferral provisions is subject to State and local anti-garnishment and other applicable State and local laws and regulations, which may prohibit an automatic contribution arrangement.]*

- (a) **Automatic deferral election.** Upon becoming eligible to make Salary Deferrals under the Plan (pursuant to AA §3), a Participant will be deemed to have entered into a Salary Deferral Election for each payroll period, unless the Participant completes a Salary Deferral Election (subject to the limitations under AA §6A-2 and AA §6A-3) in accordance with procedures adopted by the Plan Administrator.

- (1) **Effective date of Automatic Contribution Arrangement.** The automatic deferral provisions under this AA §6A-8 are effective as of:

- (i) The Effective Date of this Plan as set forth under the Employer Signature Page.

- (ii) \_\_\_\_\_ *[insert date no earlier than the Effective Date of this Plan as set forth under the Employer Signature Page.]*

- (iii) As set forth under a prior Plan document. *[Note: If this subsection (iii) is checked, the automatic deferral provisions under this AA §6A-8 will apply as of the original Effective Date of the automatic contribution arrangement. Unless provided otherwise under this AA §6A-8, an Employee who is automatically enrolled under a prior Plan document will continue to be automatically enrolled under the current Plan document.]*

- (2) **Automatic Contribution Arrangement.** Check this subsection (2) if the Plan is designated as an Automatic Contribution Arrangement, as described under Section 3.03 of the Plan. *[Note: Unless an election is made under this AA §6A-8 that is inconsistent with the requirements of an Eligible Automatic Contribution Arrangement (EACA), the Automatic Contribution Arrangement will qualify as an EACA, as described in Section 3.03 of the Plan.]*

- (i) **Automatic deferral percentage.**

- (A) 2 \_\_\_ % of Plan Compensation

- (B) \$\_\_\_\_\_
- (ii) **Automatic increase.** If elected under this subsection (ii), the automatic deferral amount will increase each Plan Year by the following amount: (See Section 3.03 of the Plan.)
- (A) \_\_\_\_\_% of Plan Compensation
- (B) \$\_\_\_\_\_
- (C) Describe: \_\_\_\_\_
- Any automatic increase elected under this subsection (ii) will not cause the automatic deferral amount to exceed:
- (D) \_\_\_\_\_% of Plan Compensation
- (E) \$\_\_\_\_\_
- (F) Describe: \_\_\_\_\_
- (3) **Application of automatic deferral provisions.** The automatic deferral election under subsection (2), as applicable, will apply to new Participants and existing Participants as set forth under this subsection (3).
- (i) **New Participants.** The automatic deferral provisions apply to all eligible Participants who do not enter into a Salary Deferral Election (including an election not to defer) and who:
- (A) become Participants on or after the effective date of the automatic deferral provisions.
- (B) are hired on or after the effective date of the automatic deferral provisions.
- (ii) **Current Participants.** The automatic deferral provisions apply to all other eligible Participants as follows:
- (A) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election (including an election not to defer under the Plan).
- (B) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election that is at least equal to the automatic deferral amount under subsection (2)(i), as applicable. Current Participants who have made a Salary Deferral Election that is less than the automatic deferral amount or who have not made a Salary Deferral Election will automatically be increased to the automatic deferral amount unless the Participant enters into a new Salary Deferral election on or after the effective date of the automatic deferral provisions.
- (C) Automatic deferral provisions do not apply to current Participants. Only new Participants described in subsection (i) are subject to the automatic deferral provisions. [**Note:** See Section 3.03 of the Plan for the application of this subsection under an EACA.]
- (D) Describe: \_\_\_\_\_
- (iii) **Treatment of automatic deferrals.** Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Pre-Tax Deferrals, unless designated otherwise under this subsection (iii).
- Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. [*This subsection (iii) may only be checked if Roth Deferrals are permitted under AA §6A-5.*]
- [**Note:** Any Salary Deferral election (including an election not to defer under the Plan) made after the effective date of the automatic deferral provisions will override such automatic deferral provisions.]
- (4) **Application of automatic increase.** Unless designated otherwise under this subsection (4), if an automatic increase is selected under subsection (2)(ii) above, the automatic increase will take effect as of the first day of the second Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant. (See Section 3.03 of the Plan.)
- (i) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii), as applicable, takes effect as of the appropriate date (as designated under subsection (iii) below) within the first Plan Year following the date automatic contributions begin.
- (ii) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii), as applicable, takes effect as of the appropriate date (as designated under subsection (iii) below) within the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.



- (iii) **Effective date.** The automatic increase described under subsection (2)(ii), as applicable, is generally effective as of the first day of the Plan Year. If this subsection (iii) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:
- (A) The anniversary of the Participant's date of hire.
  - (B) The anniversary of the Participant's first automatic deferral contribution.
  - (C) The first day of each calendar year.
  - (D) Other date: \_\_\_\_\_
- (iv) **Special rules:** \_\_\_\_\_
- (5) **Treatment of terminated Employees.** Unless designated otherwise under subsection (i) below, a Participant's affirmative election to defer (or to not defer) will cease upon termination of employment. In addition, unless designated otherwise under subsection (ii) below, in applying the automatic deferral provisions under the Plan, a rehired Participant is treated as a new Employee if the Participant is precluded from making automatic deferrals to the Plan for a full Plan Year.
- (i) **Terminated Employees.** If this subsection (i) is selected, a terminated Participant's affirmative election to defer (or to not defer) will not cease upon termination of employment. Thus, a Participant who entered into an election to defer (or not to defer) prior to termination of employment will not be subject to the automatic deferral provisions upon rehire. (See Section 3.03 of the Plan.)
  - (ii) **Rehired Employees.** If this provision applies, a Participant who is precluded from making automatic deferrals to the Plan for a full Plan Year will not be treated as a new Employee for purposes of applying the automatic deferral provisions under the Plan. Thus, a rehired Participant's minimum deferral percentage will continue to be calculated based on the date the individual first began making automatic deferrals under the Plan.
- (b) **Permissible Withdrawals under Automatic Contribution Arrangement.**
- (1) **Permissible withdrawals allowed.** If the Plan satisfies the requirements for an EACA (as set forth in Section 3.03 of the Plan), the permissible withdrawal provisions under Section 3.03 of the Plan apply. Thus, a Participant who receives an automatic deferral may withdraw such contributions (and earnings attributable thereto) within the time period set forth under Section 3.03 of the Plan, without regard to the in-service distribution provisions selected under AA §10-1.
  - (2) **No permissible withdrawals.** Although the Plan contains an automatic deferral election that is designed to satisfy the requirements of an EACA, the permissible withdrawal provisions under this subsection (b) are not available.
  - (3) **Time period for electing a permissible withdrawal.** Instead of a 90-day election period, a Participant must request a permissible withdrawal no later than \_\_\_\_\_ [may not be less than 30 or more than 90] days after the date the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income.
- (c) **Other automatic deferral provisions:** The 2% of Plan Compensation automatic deferral percentage specified in AA Section 6A-8(b)(i)(A) above will be applied on a payroll period basis.

6A-9 **SPECIAL DEFERRAL EFFECTIVE DATES.** Unless designated otherwise under this AA §6A-9, a Participant is eligible to make Salary Deferrals under the Plan as of the Effective Date of the Plan (as designated in the Employer Signature Page). However, in no case may a Participant begin making Salary Deferrals prior to the later of the date the Employee becomes a Participant, the date the Participant executes a Salary Reduction Agreement or the date the Plan is adopted or effective.

To designate a later Effective Date for Salary Deferrals or Roth Deferrals, complete this AA §6A-9.

- (a) **Salary Deferrals.** A Participant is eligible to make Salary Deferrals under the Plan as of:
- (1) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).
  - (2) \_\_\_\_\_ (insert date).
- (b) **Roth Deferrals.** The Roth Deferral provisions under AA §6A-5 are effective as of 5-1-2009. [If Roth Deferrals are permitted under AA §6A-5 above, Roth Deferrals are effective as of the Effective Date applicable to Salary Deferrals under this AA §6A-9, unless a later date is designated under this subsection.]

6A-10 **SPECIAL RULES APPLICABLE TO SALARY DEFERRALS.** The following special rules apply to Salary Deferrals:

[Note: Any special rules must satisfy the applicable requirements for a Governmental Plan under Code §403(b), including the universal availability rule under Code §403(b)(12)(A)(ii).]

**SECTION 6B  
MATCHING CONTRIBUTIONS**

6B-1 **MATCHING CONTRIBUTIONS.** Is the Employer authorized to make Matching Contributions under the Plan?

- Yes.**
- No.** [Check this box if there are no Matching Contributions. If “No” is checked, skip to Section 6C.]

6B-2 **MATCHING CONTRIBUTION FORMULA:** For the period designated in AA §6B-5 below, the Employer will make the following Matching Contribution on behalf of Participants who satisfy the allocation conditions under AA §6B-7 below.

[Note: See AA §6B-3 for the definition of Eligible Contributions for purposes of the Matching Contributions under the Plan. If the Plan provides for After-Tax Employee Contributions, also see AA §6C-2 to determine the application of the Matching Contribution formulas to After-Tax Employee Contributions.]

- (a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution. Such amount can be determined either as a uniform percentage of deferrals or as a flat dollar amount for each Participant.
- (b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:
  - (1) \_\_\_% of Eligible Contributions made for each period designated in AA §6B-5 below.
  - (2) \$\_\_\_ for each period designated in AA §6B-5 below.
  - (3) \_\_\_% of Eligible Contributions made for each period designated in AA §6B-5 below. However, to receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least \_\_\_% of Plan Compensation for such period.
  - (4) \$\_\_\_ for each period designated in AA §6B-5 below. However, to receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least \_\_\_% of Plan Compensation for such period.
- (c) **Outside agreements, contracts or arrangements.**
  - (1) The Matching Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.
  - (2) The Matching Contribution will be determined in accordance with any applicable employment contract or other arrangement the Employer has with the Participant(s).
- (d) **Tiered match.** The Employer will make a Matching Contribution to all Participants based on the following tiers of Eligible Contributions.

(1) **Tiers as percentage of Plan Compensation.**

Eligible Contributions	Fixed Match	Discretionary Match
<input type="checkbox"/> (i) Up to ___% of Plan Compensation	___%	<input type="checkbox"/>

[Note: Employer may add additional tiers.]

(2) **Tiers as dollar amounts.**

Eligible Contributions	Fixed Match	Discretionary Match
<input type="checkbox"/> (i) Up to \$___	___%	<input type="checkbox"/>
<input type="checkbox"/> (ii) Above \$___	___%	<input type="checkbox"/>

[Note: Employer may add additional tiers.]

- (e) **Year of Service match.** The Employer will make a Matching Contribution as a uniform percentage of Salary Deferrals to all Participants based on Years of Service with the Employer.

Years of Service	Matching %	Discretionary Match
<input type="checkbox"/> (1) From ___ up to ___ Years of Service	___%	<input type="checkbox"/>
<input type="checkbox"/> (2) From ___ up to ___ Years of Service	___%	<input type="checkbox"/>
<input type="checkbox"/> (3) From ___ up to ___ Years of Service	___%	<input type="checkbox"/>
<input type="checkbox"/> (4) Years of Service equal to and above ___	___%	<input type="checkbox"/>

For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: \_\_\_\_\_

- (f) **Different Employee groups.** The Employer may make a different Matching Contribution to the Employee groups designated under subsection (1) below. The Matching Contribution will be allocated separately to each designated Employee group in accordance with the formula designated under subsection (2).

- (1) **Designated Employee groups.**

**Group 1:** \_\_\_\_\_

- (2) **Matching Contribution formulas.**

- (i) **Discretionary Matching Contribution.** The Employer may make a different discretionary Matching Contribution for each Employee group designated under subsection (1).
- (ii) **Different Matching Contribution formula.** The following Matching Contribution will apply for each Employee group designated under subsection (1).

The contribution for each Participant in **Group 1** will be: \_\_\_\_\_

- (g) **Describe special rules for determining allocation formula:** \_\_\_\_\_

[*Note: Any special rules must relate solely to determining the allocation formula.*]

**6B-3 CONTRIBUTIONS ELIGIBLE FOR MATCHING CONTRIBUTIONS (“ELIGIBLE CONTRIBUTIONS”).** Unless designated otherwise under this AA §6B-3, all Salary Deferrals, including any Roth Deferrals and Catch-Up Contributions, are eligible for the Matching Contributions designated under AA §6B-2.

- (a) **Matching Contributions.** Only the following contribution sources are eligible for a Matching Contribution under AA §6B-2:

- (1) Pre-tax Deferrals
- (2) Roth Deferrals
- (3) Age 50 Catch-Up Contributions
- (4) Special Catch-Up Contributions for Qualified Employees of Qualified Employers

[*Note: See AA §6C-2 to determine eligibility of After-Tax Employee Contributions for Matching Contributions.*]

- (b) **Application of Matching Contributions to elective deferrals made under another plan maintained by the Employer.** If this subsection is checked, the Matching Contributions described in AA §6B-2 will apply to elective deferrals made under another plan maintained by the Employer.

- (1) The Matching Contribution designated in AA §6B-2 above will apply to elective deferrals under the following plan maintained by the Employer: \_\_\_\_\_
- (2) The following special rules apply in determining the amount of Matching Contributions under this Plan with respect to elective deferrals under the plan described in subsection (1): \_\_\_\_\_

[*Note: This subsection may be used to describe special provisions applicable to Matching Contributions provided with respect to elective deferrals under another plan maintained by the Employer, including another Code §403(b) plan, a Code §401(a) plan or a Code §457(b) plan.*]

- (c) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6B-3: \_\_\_\_\_

*[Note: If contribution sources are limited for only certain Matching Contributions, those limitations may be described under this subsection.]*

6B-4 **LIMITS ON MATCHING CONTRIBUTIONS.** In applying the Matching Contribution formula(s) selected under AA §6B-2 above, all Eligible Contributions are eligible for Matching Contributions, unless elected otherwise under this AA §6B-4. *[See AA §6C-2 for any limits that apply with respect to After-Tax Employee Contributions.]*

- (a) **Limit on the amount of Eligible Contributions.** The Matching Contribution formula(s) selected in AA §6B-2 above apply only to Eligible Contributions that do not exceed:

- (1) \_\_\_% of Plan Compensation.  
 (2) \$\_\_\_\_.  
 (3) A discretionary amount determined by the Employer.

*[Note: If both (1) and (2) are selected, the limit under this subsection is the lesser of the percentage selected in subsection (1) or the dollar amount selected in subsection (2).]*

- (b) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6B-2 above will not exceed:

- (1) \_\_\_% of Plan Compensation.  
 (2) \$\_\_\_\_.  
 (3) Describe: \_\_\_\_\_

- (c) **Application of limits.** The limits identified under this AA §6B-4 do **not** apply to the following Matching Contribution formula(s):

- |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><input type="checkbox"/> (1) Any limit on the amount of Eligible Contributions does not apply to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> (i) Discretionary match</li> <li><input type="checkbox"/> (ii) Fixed match</li> <li><input type="checkbox"/> (iii) Tiered match</li> <li><input type="checkbox"/> (iv) Year of Service match</li> <li><input type="checkbox"/> (v) Employee group match</li> </ul> | <p><input type="checkbox"/> (2) Any limit on Matching Contributions does not apply to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> (i) Discretionary match</li> <li><input type="checkbox"/> (ii) Fixed match</li> <li><input type="checkbox"/> (iii) Tiered match</li> <li><input type="checkbox"/> (iv) Year of Service match</li> <li><input type="checkbox"/> (v) Employee group match</li> </ul> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- (d) **Special limits applicable to Matching Contributions:** The Employer retains discretion over the amount of Matching Contributions and the Employer also retains discretion over the matching formula and any limits that apply to the formula

6B-5 **PERIOD FOR DETERMINING MATCHING CONTRIBUTIONS.** The Matching Contribution formula(s) selected in AA §6B-2 above (including any limitations on such amounts under AA §6B-4) are based on Eligible Contributions and Plan Compensation for the Plan Year. To apply a different period for determining the Matching Contributions and limits under AA §6B-2 and AA §6B-4, complete this AA §6B-5.

- (a) payroll period  
 (b) Plan Year quarter  
 (c) calendar month  
 (d) Other: \_\_\_\_\_

*[Note: Although Matching Contributions (and any limits on those Matching Contributions) will be determined on the basis of the period designated under this AA §6B-5, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. Matching Contributions may be contributed and allocated to Participants at any time within the contribution period permitted under Treas. Reg. §1.415-6, regardless of the period selected under this AA §6B-5. Any alternative period designated under this AA §6B-5 may not exceed a 12-month period and will apply uniformly to all Participants.]*

*[Note: In determining the amount of Matching Contributions for a particular period, if the Employer actually makes Matching Contributions to the Plan on a more frequent basis than the period selected in this AA §6B-5, a Participant will be entitled to a*

*true-up contribution to the extent he/she does not receive a Matching Contribution based on the Eligible Contributions and/or Plan Compensation for the entire period selected in this AA §6B-5. If a period other than the Plan Year is selected under this AA §6B-5, the Employer may make an additional discretionary Matching Contribution equal to the true-up contribution that would otherwise be required if Plan Year was selected under this AA §6B-5. (See Section 3.04(c) of the Plan.)*

6B-6 **ACP TESTING.** The ACP Test does NOT apply to this Governmental Plan.

6B-7 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6B-7 to receive an allocation of Matching Contributions under the Plan.

*[Note: See AA §4-5 for treatment of service with Predecessor Employers for purposes of applying the allocation conditions under this AA §6B-7.]*

- (a) **No allocation conditions** apply with respect to Matching Contributions under the Plan.
- (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.
- (c) **Minimum service condition.** An Employee must be credited with at least:
  - (1) 1,000 Hours of Service during the Plan Year.
    - (i) Hours of Service are determined using actual Hours of Service.
    - (ii) Hours of Service are determined using the following Equivalency Method (as defined under AA §4-3(d)):
 

<input type="checkbox"/> (A) Monthly	<input type="checkbox"/> (B) Weekly
<input type="checkbox"/> (C) Daily	<input type="checkbox"/> (D) Semi-monthly
    - (2)      consecutive days of employment with the Employer during the Plan Year.
  - (d) **Application to a specified period.** The allocation conditions selected under this AA §6B-7 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6B-7, the Employer may elect under this subsection to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.06(a) of the Plan for a description of the rules for applying the allocation conditions on a periodic basis.)
    - (1) **Period for applying allocation conditions.** Instead of the Plan Year, the allocation conditions set forth under subsection (2) below apply with respect to the following periods:
      - (i) Plan Year quarter
      - (ii) calendar month
      - (iii) payroll period
      - (iv) Other: \_\_\_\_\_
    - (2) **Application to allocation conditions.** To the extent an employment or minimum service allocation condition applies under this AA §6B-7, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:
      - (i) Only the employment condition will be based on the period selected in subsection (1) above.
      - (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.
      - (iii) Describe any special rules: \_\_\_\_\_

*[Note: Any special rules under subsection (iii) must relate solely to the application of the allocation conditions.]*

- (e) **Exceptions.**
  - (1) The above allocation condition(s) will **not** apply if the Employee:
    - (i) dies during the Plan Year.
    - (ii) terminates employment as a result of becoming Disabled.
    - (iii) terminates employment after attaining Normal Retirement Age.
    - (iv) terminates employment after attaining Early Retirement Age.
    - (v) is on an authorized leave of absence from the Employer.

- (2) The exceptions selected under subsection (1) will apply even if an Employee has not terminated employment at the time of the selected event(s).
- (3) The exceptions selected under subsection (1) do not apply to:
  - (i) an employment condition designated under this AA §6B-7.
  - (ii) a minimum service condition designated under this AA §6B-7.
  - (iii) the following Matching Contributions:
    - (A) Discretionary match
    - (B) Fixed match
    - (C) Tiered match
    - (D) Year of Service match
    - (E) Employee group match
- (f) **Describe** any special rules governing the allocation conditions under the Plan: \_\_\_\_\_

[Note: Any special rules must relate solely to the allocation conditions.]

6B-8 **SPECIAL RULES APPLICABLE TO MATCHING CONTRIBUTIONS.** The following special rules apply to Matching Contributions:

<b>SECTION 6C</b> <b>AFTER-TAX EMPLOYEE CONTRIBUTIONS</b>
--------------------------------------------------------------

6C-1 **AFTER-TAX EMPLOYEE CONTRIBUTIONS.** Participants may not make After-Tax Employee Contributions under the Plan, unless elected under this AA §6C:

- (a) Participants may make After-Tax Employee Contributions to the Plan.

6C-2 **AFTER-TAX EMPLOYEE CONTRIBUTIONS.** If After-Tax Employee Contributions are authorized under AA §6C-1, a Participant may contribute any amount as After-Tax Employee Contributions up to the Code §415 Limitation (as defined in Section 5.03 of the Plan), except as limited under this AA §6C-2.

- (a) **Eligibility for After-Tax Contributions.** If authorized under AA §6C-1, all Eligible Participants may make After-Tax Employee Contributions, except the following: \_\_\_\_\_

[Note: Any exclusion of Eligible Participants must satisfy applicable rules under Code §403(b) and must be definitely determinable.]

- (b) **Limits on After-Tax Employee Contributions.** If this subsection is checked, the following limits apply to After-Tax Employee Contributions:

- (1) **Maximum limit.** A Participant may make After-Tax Employee Contributions up to:

(i) \_\_\_\_% of Plan Compensation

(ii) \$\_\_\_\_

for the following period:

(iii) the entire Plan Year.

(iv) the portion of the Plan Year during which the Employee is eligible to participate.

(v) each separate payroll period during which the Employee is eligible to participate.

- (2) **Minimum limit.** The amount of After-Tax Employee Contributions a Participant may make for any payroll period may not be less than:

(i) \_\_\_\_% of Plan Compensation.

(ii) \$\_\_\_\_.

- (c) **Eligibility for Matching Contributions.** Unless designated otherwise under this subsection, After-Tax Employee Contributions will **not** be eligible for Matching Contributions under the Plan.
  - (1) After-Tax Employee Contributions are eligible for the following Matching Contributions under the Plan:
    - (i) All Matching Contributions elected under AA §6B.
    - (ii) All Matching Contributions designated under AA §6B-2, except for the following Matching Contributions: \_\_\_\_\_
  - (2) The Matching Contribution formula only applies to After-Tax Employee Contributions that do not exceed:
    - (i) \_\_\_\_% of Plan Compensation.
    - (ii) \$\_\_\_\_\_.
    - (iii) A discretionary amount determined by the Employer.
- (d) **Change or revocation of After-Tax Employee Contributions.** In addition to the Participant’s Entry Date under the Plan, a Participant’s election to change or resume an after-tax election will be effective as set forth under the After-Tax Contributions election form or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke an after-tax election at least once per year. Unless the After-Tax Contributions election form or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke an after-tax election (on a prospective basis) at any time.
- (e) **Describe special rules applicable to After-Tax Employee Contributions:** \_\_\_\_\_  
 [Note: Any special rules must satisfy the requirements of Code §403(b).]

**SECTION 7  
RETIREMENT AGES**

- 7-1 **NORMAL RETIREMENT AGE:** Normal Retirement Age under the Plan is:
- (a) Age \_\_\_\_ (not to exceed 65).
  - (b) The later of age \_\_\_\_ (not to exceed 65) or the \_\_\_\_ (not to exceed 5<sup>th</sup>) anniversary of the Employee’s:
    - (1) Participation commencement date.
    - (2) Employment date.
  - (c) Describe Normal Retirement Age: The later of the attainment of age 65; or the attainment of age 59½ and the completion of six (6) years of Vesting Service.
- 7-2 **EARLY RETIREMENT AGE:** Unless designated otherwise under this AA §7-2, there is no Early Retirement Age under the Plan.
- (a) A Participant reaches Early Retirement Age if he/she is still employed after attainment of each of the following:
    - (1) Attainment of age \_\_\_\_.
    - (2) The \_\_\_\_ anniversary of the date the Employee commenced participation in the Plan, and/or
    - (3) The completion of \_\_\_\_ Years of Service, determined as follows:
      - (i) Same as for eligibility.
      - (ii) Same as for vesting.
  - (b) Describe: \_\_\_\_\_

**SECTION 8  
VESTING AND FORFEITURES**

- 8-1 **CONTRIBUTIONS SUBJECT TO VESTING.** Does the Plan provide for Employer Contributions under AA §6 or Matching Contributions under AA §6B that are subject to vesting?
- Yes
  - No [If “No” is checked, skip to Section 9.]

[*Note: "Yes" should be checked under this AA §8-1 if the Plan provides for Employer Contributions and/or Matching Contributions that are subject to a vesting schedule, even if such contributions are always 100% vested under AA §8-2. "No" should be checked if the only contributions under the Plan are Salary Deferrals, and/or After-Tax Employee Contributions.*]

8-2 **VESTING SCHEDULE.** The vesting schedule under the Plan is as follows for both Employer Contributions and Matching Contributions, to the extent authorized under AA §6 and AA §6B. (See Section 7.02 of the Plan for a description of the various vesting schedules under this AA §8-2.)

(a) **Vesting schedule for Employer Contributions and Matching Contributions:**

**ER Match**

- (1) Full and immediate vesting
- (2) 3-year cliff vesting schedule
- (3) 5-year graded vesting schedule
- (4) 6-year graded vesting schedule
- (5) Modified vesting schedule
- \_\_\_\_\_ % after 1 Year of Service
- \_\_\_\_\_ % after 2 Years of Service
- \_\_\_\_\_ % after 3 Years of Service
- \_\_\_\_\_ % after 4 Years of Service
- \_\_\_\_\_ % after 5 Years of Service
- \_\_\_\_\_ % after 6 Years of Service
- \_\_\_\_\_ % after 7 Years of Service
- \_\_\_\_\_ % after 8 Years of Service
- \_\_\_\_\_ % after 9 Years of Service
- \_\_\_\_\_ % after 10 Years of Service

(6) Describe additional modifications to vesting schedule applicable to Employer Contributions: \_\_\_\_\_

(7) Describe additional modifications vesting schedule applicable to Matching Contributions: \_\_\_\_\_

[*Note: If a modified vesting schedule is selected under this subsection (a), the vested schedule must satisfy the pre-ERISA Code vesting requirements.*]

(b) **Special provisions applicable to vesting schedule:** \_\_\_\_\_

[*Note: Any special provision must satisfy the pre-ERISA Code vesting requirements.*]

8-3 **VESTING SERVICE.** In applying the vesting schedules under this AA §8, all service with the Employer counts for vesting purposes, unless designated otherwise under this AA §8-3.

- (a) Service before the original Effective Date of this Plan (or a Predecessor Plan) is excluded.
- (b) Service completed before the Employee's \_\_\_\_\_ (not to exceed 18th) birthday is excluded.
- (c) Describe special rules for vesting service: See AA Section 8-5(g).

8-4 **VESTING UPON DEATH, DISABILITY OR EARLY RETIREMENT AGE.** An Employee's vesting percentage increases to 100% if the Employee:

- (a) dies while employed with the Employer
- (b) terminates employment due to becoming Disabled
- (c) reaches Early Retirement Age while employed with the Employer
- (d) N/A. No vesting increase applies.

[*Note: This AA §8-4(d) should not be completed if the Plan provides for 100% vesting for all contribution sources.*]



8-5 **DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply. [*Note: No election should be made under this AA §8-5 if all contributions are 100% vested.*]

- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period. (See Section 1.68 of the Plan for the definition of Hours of Service.)
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.
- **Break in Service Rules.** The Nonvested Participant Break in Service rule and One-Year Break in Service rules do NOT apply.

To override the default vesting rules, complete the applicable sections of this AA §8-5. If this AA §8-5 is not completed, the default vesting rules apply.

ER	Match	
<input type="checkbox"/>	<input type="checkbox"/>	(a) <b>Year of Service.</b> Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ Hours of Service during a Vesting Computation Period.
<input type="checkbox"/>	<input type="checkbox"/>	(b) <b>Vesting Computation Period.</b> Instead of the Plan Year: <ul style="list-style-type: none"> <li><input type="checkbox"/> (1) The Plan will use Anniversary Years for all Vesting Computation Periods.</li> <li><input type="checkbox"/> (2) Describe: _____</li> </ul> <p><i>[Note: Any Vesting Computation Period described in (2) must be a 12-consecutive month period and must apply uniformly to all Participants.]</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	(c) <b>Elapsed Time Method.</b> Instead of determining vesting service based on actual Hours of Service, vesting service will be determined under the Elapsed Time Method. If this subsection is checked, service will be measured from the Employee's employment commencement date (or reemployment commencement date, if applicable) without regard to the Vesting Computation Period designated in Section 7.04 of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	(d) <b>Equivalency Method.</b> For purposes of determining an Employee's Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 7.03(a)(2) of the Plan). The Equivalency Method will apply to: <ul style="list-style-type: none"> <li><input type="checkbox"/> (1) All Employees.</li> <li><input type="checkbox"/> (2) Only to Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, vesting will be determined based on actual hours worked.</li> </ul> <p>Hours of Service for vesting will be determined under the following Equivalency Method:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> (3) <b>Monthly.</b> 190 Hours of Service for each month worked.</li> <li><input type="checkbox"/> (4) <b>Weekly.</b> 45 Hours of Service for each week worked.</li> <li><input type="checkbox"/> (5) <b>Daily.</b> 10 Hours of Service for each day worked.</li> <li><input type="checkbox"/> (6) <b>Semi-monthly.</b> 95 Hours of Service for each semi-monthly period.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	(e) <b>Nonvested Participant Break in Service rule applies.</b> Service earned prior to a Nonvested Participant Break in Service will be disregarded in applying the vesting rules. (See Section 7.07(c) of the Plan.) <ul style="list-style-type: none"> <li><input type="checkbox"/> The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated employment.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	(f) <b>One-Year Break in Service rule applies.</b> The One-Year Break in Service rule (as defined in Section 7.07(b) of the Plan) applies to temporarily disregard an Employee's service earned prior to a one-year Break in Service. <ul style="list-style-type: none"> <li><input type="checkbox"/> The One-Year Break in Service rule applies to all Employees, including Employees who have not terminated employment.</li> </ul>

ER            Match  
           

(g) **Special rules: Special Break in Service Rule.** If a Participant, who also participates in the North Brevard Hospital District, a Special Tax District operating Parrish Medical Center Pension Plan and Trust ("Pension Plan") terminates employment with the Employer and receives a lump sum distribution of the present value of his accrued benefit in the Pension Plan, the Plan disregards all of his prior service for vesting purposes in this Plan in the event he is subsequently re-employed by the Employer and he shall be considered a new Employee for vesting purposes with respect to the portion of his Account Balance attributable to future Employer Contributions and Matching Contributions after his re-employment. Notwithstanding the foregoing, an Employee must become 100% vested in the portion of his Account Balance attributable to Employer Contributions and Matching Contributions at Normal Retirement Age.

8-6 ALLOCATION OF FORFEITURES.

The Employer may decide in its discretion how to treat forfeitures under the Plan. Alternatively, the Employer may designate under this AA §8-6 how forfeitures occurring during a Plan Year will be treated.

ER            Match

- (a) N/A. All contributions are 100% vested. [Do not complete the rest of this AA §8-6.]
- (b) Reallocated as additional Employer Contributions or as additional Matching Contributions.
- (c) Used to reduce Employer and/or Matching Contributions.

For purposes of subsection (b) or (c), forfeitures will be applied:

- (d) for the Plan Year in which the forfeiture occurs.
- (e) for the Plan Year following the Plan Year in which the forfeitures occur.

Prior to applying forfeitures under subsection (b) or (c):

- (f) Forfeitures may be used to pay Plan expenses.
- (g) Forfeitures may not be used to pay Plan expenses.

In determining the amount of forfeitures to be allocated under subsection (b), the same allocation conditions apply as for the source for which the forfeiture is being allocated under AA §6-7 or AA §6B-7, unless designated otherwise below:

- (h) Forfeitures are not subject to any allocation conditions.
- (i) Forfeitures are subject to a last day of employment allocation condition.
- (j) Forfeitures are subject to a \_\_\_\_ Hours of Service minimum service requirement.

In determining the treatment of forfeitures under this AA §8-6, the following special rules apply:

- (k) Describe: \_\_\_\_\_  
[Note: Any language added under this subsection (k) must relate solely to the treatment of forfeitures.]

8-7 SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS.

(a) **Additional allocations.** If a terminated Participant receives a complete distribution of his/her vested Account Balance while still entitled to an additional allocation, the Cash-Out Distribution forfeiture provisions do not apply until the Participant receives a distribution of the additional amounts to be allocated.

To modify the default Cash-Out Distribution forfeiture rules, complete this AA §8-7(a).

- The Cash-Out Distribution forfeiture provisions will apply if a terminated Participant takes a complete distribution, regardless of any additional allocations during the Plan Year.

(b) **Timing of forfeitures.** A Participant who receives a Cash-Out Distribution (as defined in Section 7.09(a) of the Plan) is treated as having an immediate forfeiture of his/her nonvested Account Balance.

To modify the forfeiture timing rules to delay the occurrence of a forfeiture upon a Cash-Out Distribution, complete this AA §8-7(b).

- A forfeiture will occur upon the completion of \_\_\_\_ consecutive Breaks in Service (as defined in Section 7.07(a) of the Plan).

**SECTION 9**  
**DISTRIBUTION PROVISIONS – TERMINATION OF EMPLOYMENT**

**9-1 AVAILABLE FORMS OF DISTRIBUTION.**

**Lump sum distribution.** A Participant may take a distribution of his/her entire vested Account Balance in a single lump sum upon termination of employment. The Plan Administrator may, in its discretion, permit Participants to take distributions of less than their entire vested Account Balance provided, if the Plan Administrator permits multiple distributions, all Participants are allowed to take multiple distributions upon termination of employment. In addition, the Plan Administrator may permit a Participant to take partial distributions or installment distributions solely to the extent necessary to satisfy the required minimum distribution rules under Section 8 of the Plan.

**Additional distribution options.** To provide for additional distribution options, check the applicable distribution forms under this AA §9-1.

- (a) **Installment distributions.** A Participant may take a distribution over a specified period not to exceed the life or life expectancy of the Participant (and a designated beneficiary).
- (b) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity as described in Section 8.02 of the Plan.
- (c) **Describe distribution options:** \_\_\_\_\_

*[Note: Any additional distribution options may not be subject to the discretion of the Employer or Plan Administrator.]*

**9-2 PARTICIPANT AND SPOUSAL CONSENT.**

- (a) **Participant consent.** Unless otherwise provided under the applicable Investment Arrangement, applicable law or as selected below, a Participant who terminates employment with a vested Account Balance less than the Involuntary Cash-Out Distribution threshold amount designated below will receive an Involuntary Cash-Out Distribution. If no amount is selected below, no Participant consent is required for a distribution if a Participant has a Termination of Employment.
- (1) **Involuntary Cash-Out Distribution threshold.** A terminated Participant will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to \$0.01 (the amount may exceed \$5,000, including designating the entire vested Account Balance.)
- (2) **Distribution upon attainment of stated age.** Participant consent will not be required with respect to distributions made upon attainment of Normal Retirement Age (or age 62, if later), regardless of the value of the Participant's vested Account Balance.
- (b) **Spousal consent.** Spousal consent is not required for a Participant to receive a distribution or to name an alternate beneficiary, unless designated otherwise under this subsection (b). (See Section 9 of the Plan for rules regarding Spousal consent under the Plan.)
- (1) **Distribution consent.** A Participant's Spouse must consent to any distribution, provided the Participant's vested Account Balance exceeds \$ \_\_\_\_.
- (2) **Beneficiary consent.** A Participant's Spouse must consent to naming someone other than the Spouse as beneficiary under the Plan.
- (c) **Describe** any special rules affecting Participant or Spousal consent: \_\_\_\_\_

*[Note: Any special rules under subsection (c) must be definitely determinable.]*

**9-3 TIMING OF DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT.**

- (a) **Distribution of vested Account Balances exceeding \$5,000.** A Participant who terminates employment with a vested Account Balance exceeding \$5,000 may receive a distribution of his/her vested Account Balance in any form permitted under AA §9-1 within a reasonable period following:
- (1) the date the Participant terminates employment.
- (2) the last day of the Plan Year during which the Participant terminates employment.
- (3) the first Valuation Date following the Participant's termination of employment.

- (4) the completion of \_\_\_ Breaks in Service.
- (5) the end of the calendar quarter following the date the Participant terminates employment.
- (6) attainment of Normal Retirement Age, death or becoming Disabled.
- (7) Describe: \_\_\_\_\_

*[Note: Any distribution event under this subsection (a) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.]*

- (b) **Distribution of vested Account Balances not exceeding \$5,000.** A Participant who terminates employment with a vested Account Balance that does not exceed \$5,000 may receive a **lump sum** distribution of his/her vested Account Balance within a reasonable period following:

- (1) the date the Participant terminates employment.
- (2) the last day of the Plan Year during which the Participant terminates employment.
- (3) the first Valuation Date following the Participant's termination of employment.
- (4) the end of the calendar quarter following the date the Participant terminates employment.
- (5) Describe: \_\_\_\_\_

*[Note: Any distribution event under this subsection (b) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.]*

9-4 **DISTRIBUTION UPON DISABILITY.** Unless designated otherwise under this AA §9-4, a Participant who terminates employment on account of becoming Disabled may receive a distribution of his/her vested Account Balance in the same manner as a regular distribution upon termination.

- (a) **Termination of Disabled Employee.**

- (1) **Immediate distribution.** Distribution will be made as soon as reasonable following the date the Participant terminates on account of becoming Disabled.
- (2) **Following year.** Distribution will be made as soon as reasonable following the last day of the Plan Year during which the Participant terminates on account of becoming Disabled.
- (3) **Describe:** \_\_\_\_\_

*[Note: Any distribution event described in subsection (3) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.]*

- (b) **Definition of Disabled.** A Participant is treated as Disabled if such Participant satisfies the conditions in Section 1.37 of the Plan.

To override this default definition, check below to select an alternative definition of Disabled to be used under the Plan.

- (1) The definition of Disabled is the same as defined in the Employer's Disability Insurance Plan.
- (2) The definition of Disabled is the same as defined under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits.
- (3) Alternative definition of Disabled: \_\_\_\_\_

*[Note: Any alternative definition must relate solely to the definition of Disabled.]*

#### 9-5 DETERMINATION OF BENEFICIARY.

- (a) **Default beneficiaries.** Unless elected otherwise under this subsection (a) or set forth otherwise under a governing Investment Arrangement, the default beneficiaries described under Section 8.08(c) of the Plan are the Participant's surviving Spouse, the Participant's surviving children, and the Participant's estate.

- If this subsection (a) is checked, the default beneficiaries under Section 8.08(c) of the Plan are modified as follows: In lieu of the provisions of Section 8.08(c)(3) of the Plan, subject to the terms governing the applicable Investment Arrangement and to the extent a Beneficiary has not been named by the Participant and is not designated under the terms of this Plan to receive all or any portion of the deceased Participant's death benefit, such amount shall be distributed to the Participant's surviving spouse (if the Participant was married at the time of death). If the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's surviving children, in equal shares. If the Participant has no surviving children, distribution will be made to the Participant's surviving parents, in equal shares. In the event the Participant has no surviving Parents, distribution will be made to the Participant's estate.

- (b) **One-year marriage rule.** For purposes of determining whether an individual is considered the surviving Spouse of the Participant, the determination is based on the marital status as of the date of the Participant’s death, unless designated otherwise under this subsection (b).
- If this subsection (b) is checked, in order to be considered the surviving Spouse, the Participant and surviving Spouse must have been married for the entire one-year period ending on the date of the Participant’s death. If the Participant and surviving Spouse are not married for at least one year as of the date of the Participant’s death, the Spouse will not be treated as the surviving Spouse for purposes of applying the distribution provisions of the Plan.
- (c) **Divorce of Spouse.** Unless elected otherwise under this subsection (c), if a Participant designates his/her Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 8.08(c)(6) of the Plan.
- If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and Spouse.

*[Note: Section 8.08(c)(6) of the Plan and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 8.08(c)(6) of the Plan.]*

**SECTION 10  
IN-SERVICE DISTRIBUTIONS**

10-1 **AVAILABILITY OF IN-SERVICE DISTRIBUTIONS.** A Participant may withdraw all or any portion of his/her vested Account Balance, to the extent designated, upon the occurrence of any of the event(s) selected under this AA §10-1. If more than one option is selected for a particular contribution source under this AA §10-1, a Participant may take an in-service distribution upon the occurrence of any of the selected events, unless designated otherwise under this AA §10-1.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) No in-service distributions are permitted.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	(b) Attainment of age <u>59½</u> . <i>[If age is earlier than 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.]</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) A Hardship (that satisfies the safe harbor rules under Section 8.09(e)(1) of the Plan).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) A non-safe harbor Hardship described in Section 8.09(e)(2) of the Plan. <i>[Note: Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Attainment of Normal Retirement Age. <i>[If Normal Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Attainment of Early Retirement Age. <i>[If Early Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Upon a Participant becoming Disabled.
<input type="checkbox"/>	N/A	N/A	(h) As a Qualified Reservist Distribution as defined under Section 8.09(d) of the Plan.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(i) Completion of ___ months of service. <i>[This election is not available with respect to amounts held in a Custodial Account.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(j) Describe: _____

*[Note: Unless designated otherwise under (j), any selection(s) in the Deferral column also apply to Roth Contributions. Distributions from a Participant’s Salary Deferral Account may not be made before the earliest of the time a Participant has a Severance from Employment, dies, has a Hardship, becomes Disabled or attains age 59 ½. Distributions from a Participant’s Custodial Account may not be made before the earliest of the time a Participant has a Severance from Employment, dies, becomes Disabled or attains age 59 ½. Elections under the ER column also apply to Mandatory Contributions, unless otherwise provided in (j).]*

10-2 **APPLICATION TO OTHER CONTRIBUTION SOURCES.** If the Plan allows for Rollover Contributions under AA §C-2 or After-Tax Employee Contributions under AA §6C, unless elected otherwise under this AA §10-2, a Participant may take an in-service distribution from his/her Rollover Account and After-Tax Employee Contribution Account at any time.

Alternatively, if this AA §10-2 is completed, the following in-service distribution provisions apply for Rollover Contributions, and/or After-Tax Employee Contributions:

Rollover	After-Tax	
<input type="checkbox"/>	<input type="checkbox"/>	(a) No in-service distributions are permitted.
<input type="checkbox"/>	<input type="checkbox"/>	(b) Attainment of age ____.
<input type="checkbox"/>	<input type="checkbox"/>	(c) A Hardship (that satisfies the safe harbor rules under Section 8.09(e)(1) of the Plan).
<input type="checkbox"/>	<input type="checkbox"/>	(d) A non-safe harbor Hardship described in Section 8.09(e)(2) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	(e) Attainment of Normal Retirement Age.
<input type="checkbox"/>	<input type="checkbox"/>	(f) Attainment of Early Retirement Age.
<input type="checkbox"/>	<input type="checkbox"/>	(g) Upon a Participant becoming Disabled.
<input type="checkbox"/>	<input type="checkbox"/>	(h) Completion of ____ months of service.
<input type="checkbox"/>	<input type="checkbox"/>	(i) Describe: _____

10-3 **SPECIAL DISTRIBUTION RULES.** No special distribution rules apply, unless specifically provided under this AA §10-3.

- (a) In-service distributions will only be permitted if the Participant is 100% vested in the source from which the withdrawal is taken.
- (b) A Participant may take no more than one in-service distribution(s) in a Plan Year.
- (c) A Participant may not take an in-service distribution of less than \$500.
- (d) A Participant may not take an in-service distribution of more than \$.
- (e) Unless elected otherwise under this subsection, the hardship distribution provisions of the Plan are not expanded to cover primary beneficiaries as set forth in Section 8.09(e)(4) of the Plan. If this subsection is checked, the hardship provisions of the Plan will apply with respect to individuals named as primary beneficiaries under the Plan.
- (f) In determining whether a Participant has an immediate and heavy financial need for purposes of applying the non-safe harbor Hardship provisions under Section 8.09(e)(2) of the Plan, the following modifications are made to the permissible events listed under Section 8.09(e)(1)(i) of the Plan: \_\_\_\_\_  
*[Note: This subsection may only be used to the extent a non-safe harbor Hardship distribution is authorized under AA §10-1 or AA §10-2.]*
- (g) Other distribution rules: \_\_\_\_\_

*[Note: This subsection may be used to apply the limitations under this AA §10-3 only to specific in-service distribution options (e.g., hardship distributions).]*

**SECTION 11  
MISCELLANEOUS PROVISIONS**

11-1 **PLAN VALUATION.** The Plan is valued **annually**, as of the last day of the Plan Year.

- (a) **Additional valuation dates.** In addition, the Plan will be valued on the following dates:

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(1) <b>Daily.</b> The Plan is valued at the end of each business day during which the New York Stock Exchange is open.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) <b>Monthly.</b> The Plan is valued at the end of each month of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) <b>Quarterly.</b> The Plan is valued at the end of each Plan Year quarter.

Deferral      Match      ER  
           

(4) **Describe:** The Plan's Investment Arrangements currently consists of individual Annuity Contracts or individual Custodial Accounts. Each Participant's Annuity Contract or Custodial Account is credited and charged with earnings it generates and each Participant's Annuity Contract or Custodial Account will be valued at least annually.

[Note: The Employer may elect operationally to perform interim valuations.]

(b) **Special rules.** The following special rules apply in determining the amount of income or loss allocated to Participants' Accounts, including describing rules for different investment options: \_\_\_\_\_

11-2 **SPECIAL RULES FOR APPLYING THE CODE §415 LIMITATION.** The provisions under Section 5.03 of the Plan apply for purposes of determining the Code §415 Limitation.

Complete this AA §11-2 to override the default provisions that apply in determining the Code §415 Limitation under Section 5.03 of the Plan.

(a) **Limitation Year.** Instead of the Plan Year, the Limitation Year is the 12-month period ending \_\_\_\_\_.

[Note: If the Plan has a short Plan Year for the first year of establishment, the Limitation Year is deemed to be the 12-month period ending on the last day of the short Plan Year.]

(b) **Special rules:** \_\_\_\_\_

[Note: Any special rules under this subsection must be consistent with the requirements of Code §415.]

11-3 **SPECIAL RULES FOR MORE THAN ONE PLAN.** If the Employer maintains another plan in which any Participant is a participant, the rules set forth under Section 5.03(e) of the Plan apply.

To modify the default provisions under Section 5.03(e) of the Plan, designate how such rules will apply.

Instead of applying the default rules under Section 5.03(e) of the Plan, the Employer will limit Annual Additions in the following manner: \_\_\_\_\_

11-4 **ELECTION NOT TO PARTICIPATE** (See Section 2.08 of the Plan.) All Participants share in any allocation under this Plan and no Employee may waive out of Plan participation.

To allow Employees to make a one-time irrevocable waiver, check below.

An Employee may make a one-time irrevocable election not to participate under the Plan at any time prior to the time the Employee first becomes eligible to participate under the Plan.

11-5 **PURCHASE OF SERVICE CREDITS.** Unless the Employer elective otherwise below, the purchase of service credits as described in Section 14.06 of the Plan is NOT allowed.

Purchases of service credit shall be permitted under the Plan.

11-6 **CONTRACT EXCHANGES AND PLAN-TO-PLAN TRANSFERS.** Unless otherwise indicated below and subject to the approval of the Plan Administrator and the terms of any governing Investment Arrangement, the Plan authorizes the Participant and Beneficiaries to make contract exchanges and plan-to-plan transfers.

(a) **Contract exchanges.** The Plan does not authorize contract exchanges as described in Section 14.04 of the Plan.

(b) **Plan-to-plan transfers.** The Plan does not authorize plan-to-plan transfers as described in Section 14.05 of the Plan.

(c) **Describe special rules applicable to contract exchanges and plan-to-plan transfers:** \_\_\_\_\_

11-7 **SPECIAL RULES APPLICABLE TO PLAN MERGERS:** \_\_\_\_\_

[Note: Any special rule must satisfy the applicable requirements under Code §403(b).]

11-8 **DELEGATION OF ADMINISTRATIVE FUNCTIONS:** Generally, the Employer, as Plan Administrator, has responsibility to administer the Plan. These responsibilities include compliance with Code §403(b) and other tax requirements. However, under AA Addendum A, the Employer may delegate such responsibilities to a third party, including a provider of an Annuity Contract or Custodial Account, provided such third party agrees to such delegation of responsibilities. An Employer may not allocate administrative responsibilities to Plan Participants.)

11-9 **SPECIAL MILITARY SERVICE PROVISIONS – BENEFIT ACCRUALS.** Unless otherwise indicated below, an individual who dies or becomes disabled in qualified military service will NOT be treated as reemployed for purposes of determining entitlement to benefits under the Plan. The benefit accrual provisions under Section 15.06 of the Plan do not apply. To apply the benefit accrual provisions under Section 15.06, check the box below.

- Eligibility for Plan benefits.** Check this box if the Plan will provide the benefits described in Section 15.06 of the Plan. If this box is checked, an individual who dies or becomes disabled in qualified military service will be treated as reemployed for purposes of determining entitlement to benefits under the Plan.

11-10 **SPECIAL RULES APPLICABLE TO THIS PLAN.** The following rules apply to this Plan:

---

*[Note: All special rules must comply with the requirements applicable to Governmental Plans under Code §403(b).]*



**APPENDIX A**  
**SPECIAL EFFECTIVE DATES**

- A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows:  
\_\_\_\_\_
- A-2 **Minimum age and service conditions.** The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:  
\_\_\_\_\_
- A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows:  
\_\_\_\_\_
- A-4 **Employer Contributions.** The Employer Contribution provisions under AA §6 are effective as follows:  
\_\_\_\_\_
- A-5 **Salary Deferrals.** The provisions regarding Salary Deferrals under AA §6A are effective as follows:  
\_\_\_\_\_
- A-6 **Matching Contributions.** The Matching Contribution provisions under AA §6B are effective as follows:  
\_\_\_\_\_
- A-7 **Special Contributions.** The Special Contribution provisions under AA §6C are effective as follows:  
\_\_\_\_\_
- A-8 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows:  
\_\_\_\_\_
- A-9 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows:  
\_\_\_\_\_
- A-10 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows:  
\_\_\_\_\_
- A-11 **In-service distributions.** The provisions regarding in-service distributions under AA §10 are effective as follows:  
\_\_\_\_\_
- A-12 **Miscellaneous provisions.** The provisions under AA §11 are effective as follows:  
\_\_\_\_\_
- A-13 **Special effective date provisions for merged plans.** If any qualified retirement plans have been merged into this Plan, the provisions of Section 14.03 of the Plan apply as follows:  
\_\_\_\_\_
- A-14 **Other special effective dates:**  
\_\_\_\_\_
- A-15 **Special effective dates for restated pre-approved plans:** The IRS allows the use of a separate effective dates to memorialize plan operational changes that have occurred after the general effective date of the plan and the actual plan restatement adoption date. Adopting employers may use the above Special Effective Date options (A-1 through A-14) to memorialize these changes or they may use this A-15. If the adopting employer uses A-15, the changes will be part of the Plan, but will not be reflected in the SPD or plan summary:  
\_\_\_\_\_

**APPENDIX B  
LOAN POLICY**

Use this Appendix B to identify elections dealing with the administration of Participant loans. These elections may be changed without amending this Agreement by substituting an updated Appendix B with new elections. Any modifications to this Appendix B or any modifications to a separate loan policy describing the loan provisions selected under the Plan will not affect an Employer's reliance on the Favorable IRS Letter.

B-1 Are **PARTICIPANT LOANS** permitted? (See Section 13 of the Plan.)

- (a) Yes  
 (b) No

B-2 **LOAN PROCEDURES.** [*Note: Loan procedures and requirements are subject to the terms of any governing Investment Arrangement.*]

- (a) Loans will be provided under the default loan procedures set forth in Section 13 of the Plan, unless modified under this Appendix B.  
 (b) Loans will be provided under a separate written loan policy. [*If this subsection (b) is checked, do not complete the rest of this Appendix B.*]

B-3 **AVAILABILITY OF LOANS.** Subject to the terms of any Investment Arrangement, Participant loans are available to all Participants and Beneficiaries (including an Alternate Payee under a QDRO). Participant loans are not available to a former Employee or Beneficiary. To override this default provision, complete this AA §B-3.

- A former Employee or Beneficiary (including an Alternate Payee) who has a vested Account Balance may request a loan from the Plan.

B-4 **LOAN LIMITS.** Subject to the terms of any Investment Arrangement, the default loan policy under Section 13.03 of the Plan allows Participants to take a loan provided all outstanding loans do not exceed 50% of the Participant's vested Account Balance. To override the default loan policy to allow loans up to \$10,000, even if greater than 50% of the Participant's vested Account Balance, check this AA §B-4.

- A Participant may take a loan equal to the greater of \$10,000 or 50% of the Participant's vested Account Balance.

[*Note: If this AA §B-4 is checked, the Participant may be required to provide adequate security as required under Section 13.06 of the Plan.*]

B-5 **NUMBER OF LOANS.** Subject to the terms of any Investment Arrangement, the default loan policy under Section 13.04 of the Plan restricts Participants to one loan outstanding at any time. To override the default loan policy and permit Participants to have more than one loan outstanding at any time, complete (a) or (b) below.

- (a) A Participant may have \_\_\_ loans outstanding at any time.  
 (b) There are no restrictions on the number of loans a Participant may have outstanding at any time.

B-6 **LOAN AMOUNT.** The default loan policy under Section 13.04 of the Plan provides that a Participant may not receive a loan of less than \$1,000. To modify the minimum loan amount or to add a maximum loan amount, complete this AA §B-6.

- (a) There is no minimum loan amount.  
 (b) The minimum loan amount is \$ \_\_\_\_.  
 (c) The maximum loan amount is \$ \_\_\_\_.

B-7 **INTEREST RATE.** The default loan policy under Section 13.05 of the Plan provides for an interest rate commensurate with the interest rates charged by local commercial banks for similar loans. To override the default loan policy and provide a specific interest rate to be charged on Participant loans, complete this AA §B-7.

- (a) The prime interest rate  
 (1) plus \_\_\_ percentage point(s).  
 (b) Describe: \_\_\_\_\_

[*Note: Any interest rate described in this AA §B-7 must be reasonable and must apply uniformly to all Participants.*]

B-8 **PURPOSE OF LOAN.** The default loan policy under Section 13.02 of the Plan provides that a Participant may receive a Participant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans to hardship events, check this AA §B-8.

(a) A Participant may only receive a Participant loan upon the demonstration of a hardship event, as described in Section 8.09(e)(1)(i) of the Plan.

(b) A Participant may only receive a Participant loan under the following circumstances: \_\_\_\_\_

B-9 **APPLICATION OF LOAN LIMITS.** If Participant loans are not available from all contribution sources, the limitations under Code §72(p) and the adequate security requirements of the Department of Labor regulations will be applied by taking into account the Participant's entire Account Balance. To override this provision, complete this AA §B-9.

The loan limits and adequate security requirements will be applied by taking into account only those contribution Accounts which are available for Participant loans.

B-10 **CURE PERIOD.** The Plan provides that a Participant incurs a loan default if a Participant does not repay a missed payment by the end of the calendar quarter following the calendar quarter in which the missed payment was due. To override this default provision to apply a shorter cure period, complete this AA §B-10.

The cure period for determining when a Participant loan is treated as in default will be \_\_\_\_ days (cannot exceed 90) following the end of the month in which the loan payment is missed.

B-11 **PERIODIC REPAYMENT – PRINCIPAL RESIDENCE.** If a Participant loan is for the purchase of a Participant's primary residence, the loan repayment period for the purchase of a principal residence may not exceed ten (10) years. To override this provision, complete this AA §B-11.

(a) The Plan does not permit loan payments to exceed five (5) years, even for the purchase of a principal residence.

(b) The loan repayment period for the purchase of a principal residence may not exceed \_\_\_\_ years (may not exceed 30).

(c) Loans for the purchase of a Participant's primary residence may be payable over any reasonable period commensurate with the period permitted by commercial lenders for similar loans.

B-12 **TERMINATION OF EMPLOYMENT.** Section 13.11 of the Plan provides that a Participant loan becomes due and payable in full upon the Participant's termination of employment. To override this default provision, complete this AA §B-12.

A Participant loan will not become due and payable in full upon the Participant's termination of employment.

B-13 **DIRECT ROLLOVER OF A LOAN NOTE.** Section 13.11(b) of the Plan provides that upon termination of employment a Participant may request the Direct Rollover of a loan note. To override this default provision, complete this AA §B-13.

A Participant may **not** request the Direct Rollover of the loan note upon termination of employment.

B-14 **LOAN RENEGOTIATION.** The default loan policy provides that a Participant may renegotiate a loan, provided the renegotiated loan separately satisfies the reasonable interest rate requirement, the adequate security requirement, the periodic repayment requirement and the loan limitations under the Plan. The Employer may restrict the availability of renegotiations to prescribed purposes, provided the ability to renegotiate a Participant loan is available on a non-discriminatory basis, if applicable. To override the default loan policy and restrict the ability of a Participant to renegotiate a loan, complete this AA §B-14.

(a) A Participant may **not** renegotiate the terms of a loan.

(b) The following special provisions apply with respect to renegotiated loans: \_\_\_\_\_

B-15 **SOURCE OF LOAN.** Participant loans may be made from all available contribution sources, to the extent vested, unless designated otherwise under this AA §B-15.

Participant loans will not be available from the following contribution sources: \_\_\_\_\_

B-16 **SPOUSAL CONSENT.** Spousal consent is not required for a Participant to receive a loan, unless required by State law. To override this provision, complete this AA §B-16.

Spousal consent is required to receive a Participant loan.

B-17 **MODIFICATIONS TO DEFAULT LOAN PROVISIONS.**

The following special rules will apply with respect to Participant loans under the Plan: \_\_\_\_\_

[*Note: Any provision under this AA §B-17 must satisfy the requirements under Code §72(p) and the regulations thereunder and will control over any inconsistent provisions of the Plan dealing with the administration of Participant loans.*]

**APPENDIX C**  
**ADMINISTRATIVE ELECTIONS**

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without amending this Agreement by substituting an updated Appendix C with new elections. The provisions selected under this Appendix C do not create qualification issues and any changes to the provisions under this Appendix C will not affect the Employer's reliance on the Favorable IRS Letter.

C-1 **DIRECTION OF INVESTMENTS.** Are Participants permitted to direct investments? (See Section 10.10 of the Plan.)

- No  
 Yes

- (a) Specify Accounts: All Accounts
- (b) Describe any special rules that apply for purposes of direction of investments: \_\_\_\_\_

[Note: Any provisions added under subsection (b) must relate to the direction of investment.]

C-2 **ROLLOVER CONTRIBUTIONS.** Does the Plan accept Rollover Contributions? (See Section 4 of the Plan.)

- No  
 Yes

- (a) If this subsection (a) is checked, an Employee may not make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan. (See Section 4 of the Plan.)
- (b) Check this subsection (b) if the Plan will not accept Rollover Contributions from former Employees.
- (c) Describe any special rules for accepting Rollover Contributions: \_\_\_\_\_

[Note: The Employer may designate in subsection (c) or in separate written procedures the extent to which it will accept rollovers from designated plan types. For example, the Employer may decide not to accept rollovers from certain designated plans (e.g., 403(b) plans, §457 plans or IRAs). Any special rollover procedures will apply uniformly to all Participants under the Plan.]

C-3 **QDRO PROCEDURES.** Do the default QDRO procedures under Section 11.08 of the Plan apply?

- No  
 Yes

- The provisions of Section 11.08 are modified as follows: \_\_\_\_\_

[Note: Any modification must satisfy the requirements of Code §414(p) and related IRS guidance.]

**EMPLOYER SIGNATURE PAGE**

**PURPOSE OF EXECUTION.** This Signature Page is being executed to effect:

- (a) The adoption of a **new plan**, effective \_\_\_\_\_ [*insert Effective Date of Plan*]. [*Note: Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.*]
- (b) An **amendment or restatement** of the Plan. If this Plan is being amended, a snap-on amendment may be used to designate the modifications to the Plan or the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
- (1) Effective Date(s) of amendment/restatement: as of the date of execution  
[*Note: Generally, the Effective Date should not be earlier than January 1, 2010. However, in rare circumstances, the Effective Date may be as early as January 1, 2009.*]
- (2) Name of plan being amended/restated: North Brevard County Hospital dba Parrish Medical Center 403(b) Plan
- (3) The original effective date of the plan being amended/restated: 1-1-1989
- (4) If Plan is being amended, identify Adoption Agreement sections being amended: \_\_\_\_\_

**VOLUME SUBMITTER SPONSOR INFORMATION.** The Volume Submitter Sponsor (or authorized representative) will inform the Employer of any amendments made to the Plan and will notify the Employer if it discontinues or abandons the Plan. To be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Sponsor (or authorized representative) of any change in address. The Employer may direct inquiries regarding the Plan or the effect of the Favorable IRS Letter to the Volume Submitter Sponsor (or authorized representative) at the following location:

**Name of Volume Submitter Sponsor (or authorized representative):** Gray Robinson, P.A.

**Address:** 301 E. Pine St. Suite 1400 Orlando, FL 32801

**Telephone number:** (407) 843-8880

**IMPORTANT INFORMATION ABOUT THIS VOLUME SUBMITTER PLAN.** A failure to properly complete the elections in this Adoption Agreement or to operate the Plan in accordance with applicable law may result in disqualification of the Plan. The Employer may rely on the Favorable IRS Letter issued by the National Office of the Internal Revenue Service to the Volume Submitter Sponsor as evidence that the Plan is qualified under Code §403(b), provided that the Plan is word-for-word identical or substantially similar to the Volume Submitter Plan approved by the Internal Revenue Service.

By executing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. By signing this Adoption Agreement, the individual below represents that he/she has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #08. The Employer understands that the Volume Submitter Sponsor has no responsibility or liability regarding the suitability of the Plan for the Employer's needs or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

North Brevard County Hospital District d/b/a Parrish Medical Center  
(Name of Employer)

Stanley E. Retz Treasurer, PMC Board of Directors / Chairperson of Pension Administrative Committee  
(Name of authorized representative) (Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**PARTICIPATING EMPLOYER ADOPTION PAGE**

- Check this selection and complete this page if a Participating Employer (other than the Employer that signs the Signature Page above) will participate under this Plan as a Participating Employer. [Note: See Section 16 of the Plan for rules relating to the adoption of the Plan by a Participating Employer. If there is more than one Participating Employer, each one should execute a separate Participating Employer Adoption Page. Any reference to the "Employer" in this Adoption Agreement is also a reference to the Participating Employer, unless otherwise noted.]

**PARTICIPATING EMPLOYER INFORMATION:**

Name: North Brevard Medical Support, Inc.

Address: 951 North Washington Ave

City, State, Zip Code: Titusville, FL 32796

**EMPLOYER IDENTIFICATION NUMBER (EIN):** 59-3074052

**FORM OF BUSINESS:** Governmental Employer

**EFFECTIVE DATE:** The Effective Date should be completed to document whether this Plan is a new plan or restatement of a prior plan with respect to the Participating Employer. (Additional special Effective Dates may apply under **Modifications to Adoption Agreement** below.)

- New plan.** The Participating Employer is adopting this Plan as a new Plan effective \_\_\_ [Note: Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.]
- Restated plan.** The Participating Employer is adopting this Plan as a restatement of a prior plan.
- (a) Name of plan(s) being restated: North Brevard County Hospital District d/b/a Parrish Medical Center 403(b) Plan
- (b) This restatement is effective: as of the date of execution
- [Note: Generally, the Effective Date should not be earlier than January 1, 2010. However, in rare circumstances, the Effective Date may be as early as January 1, 2009.]
- (c) The original effective date of the plan(s) being restated is: 1-1-1989
- Cessation of participation.** The Participating Employer is ceasing its participation in the Plan effective as of: \_\_\_\_\_

**ALLOCATION OF CONTRIBUTIONS.** Any contributions made under this Plan (and any forfeitures relating to such contributions) will be allocated to all Participants of the Employer (including the Participating Employer identified on this Participating Employer Adoption Page).

To override this default provision, check below.

- Check this box if contributions made by the Participating Employer signing this Participating Employer Adoption Page (and any forfeitures relating to such contributions) will be allocated only to Participants actually employed by the Participating Employer making the contribution. If this box is checked, Employees of the Participating Employer signing this Participating Employer Adoption Page will not share in an allocation of contributions (or forfeitures relating to such contributions) made by the Employer or any other Participating Employer. [Note: Use of this section may require additional testing. (See Section 16.04 of the Plan.)]

**MODIFICATIONS TO ADOPTION AGREEMENT.** The selections in the Adoption Agreement (including any special effective dates identified in Appendix A) will apply to the Participating Employer executing this Participating Employer Adoption Page.

To modify the Adoption Agreement provisions applicable to a Participating Employer, designate the modifications in (a) or (b) below.

- (a) **Special Effective Dates.** Check this (a) if different special effective dates apply with respect to the Participating Employer signing this Participating Employer Adoption Page. Attach a separate Addendum to the Adoption Agreement entitled "Special Effective Dates for Participating Employer" and identify the special effective dates as they apply to the Participating Employer.
- (b) **Modification of Adoption Agreement elections.** Section(s) \_\_\_\_\_ of the Agreement are being modified for this Participating Employer. The modified provisions are effective \_\_\_\_\_.
- [Note: Attach a description of the modifications to this Participating Employer Adoption Page.]

**SIGNATURE.** By signing this Participating Employer Adoption Page, the Participating Employer agrees to adopt (or to continue its participation in) the Plan identified on page 1 of this Agreement. The Participating Employer agrees to be bound by all provisions of the Plan and Adoption Agreement as completed by the signatory Employer, unless specifically provided otherwise on this Participating Employer Adoption Page. The Participating Employer also agrees to be bound by any future amendments (including any amendments to terminate the Plan) as adopted by the signatory Employer. By signing this Participating Employer Adoption Page, the individual below represents that he/she has the authority to sign on behalf of the Participating Employer.

North Brevard Medical Support, Inc.  
(Name of Participating Employer)

George Mikitarian  
(Name of authorized representative)

President/CEO  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**ADDENDUM A**  
**ALLOCATION OF ADMINISTRATIVE FUNCTIONS**

This Addendum A identifies any party to whom administrative functions have been allocated and the specific functions allocated to such persons, effective 1-1-2020.

Service agreements and other records or information pertaining to the administration of the Plan may be included or incorporated by reference in the Addendum. The Addendum may be modified from time to time. A modification of the Addendum is not an amendment of the Plan.

The administrative functions of the Plan Administrator shall be allocated/performed in the manner set forth in the following paragraphs, which also address the makeup, operation and other aspects of the Parrish Medical Center Pension Administrative Committee:

1. **Parrish Medical Center Pension Administration Committee.** The Board of Directors of the Employer (“Board”) has appointed a committee of four or more persons to be known as the Pension Administrative Committee (“Committee”) to assist with the administration of the Plan.

At least one member of the Committee shall come from each of the following groups: a member of the Board; a member of the management group of the Employer; an Employee of the Employer; and a representative from the Employer’s community. If more than four members are named to the Committee, then additional members shall be named from the following groups in this order: the first additional member shall be a member of the management group of the Employer; the second additional member shall be an Employee of the Employer; the third additional member shall be a representative from the Employer’s community; the fourth additional member shall be a member of the Board. In no event shall there be more than eight members on the Committee.

The members shall hold office for three year terms, except that the terms of the initial members shall be staggered among one, two and three-year terms so that no more than three (3) members’ terms will expire in the same year. If there are eight members, an initial group of one community representative, one Board member and one management group member shall be appointed to a three-year term, although the Board member’s term may not exceed his Board term. The next group of one community representative, one Employee, and one management group member shall be appointed to a two-year term; and the remaining two members (consisting of a Board member and an Employee) shall receive one-year terms.

The Board may remove any Committee member at any time upon the delivery of written notice to the Committee member. Any member may resign at any time by notice in writing filed with the Hospital Board and with the Chairman or Secretary of the Committee. In the event a Board member’s term on the Committee exceeds their term as Board member, that Board member’s successor shall replace that Board member on the Committee for the remainder of that term on the Committee. Other vacancies shall be filled promptly by the Board appointing replacement Committee members for the remainder of the term from the same group as the Committee member who resigned or was removed. In the event of removal or resignation, the Committee member shall be under a duty to account for and to transfer any assets or other information relating to this Plan to his successor.

2. **Organization of Committee.** The Committee shall elect a Chairman and a Vice-Chairman from among its members and a Secretary, who need not be a member of the Committee. It may appoint such agents, who need not be members of the Committee, as it may deem necessary for the effective performance of its duties, whether ministerial or discretionary, as the Committee may deem expedient or appropriate. The compensation, if any, of such agents shall be fixed by the Committee within limits set by the Hospital Board.

The action of the Committee shall be determined by the vote or other affirmative expression of a majority of its members in attendance where a quorum is present. The Chairman or the Vice-Chairman, in his absence, may execute any certificate or other written direction on behalf of the Committee.

The Committee shall hold and conduct meetings in accordance with Florida Statutes Chapter 286. Meetings may be called by the Chairman or any two members. A majority of the members of the Committee at the time in office shall constitute a quorum for the transaction of business.

Members of the Committee shall serve without compensation for services as such, but the Employer shall pay or reimburse the Committee for all expenses reasonably incurred by the Committee, including the compensation of its agents.

3. **Powers of the Committee.** The Committee shall have complete control of the administration of the Plan, subject to the provisions hereof and the approval of the Employer, with all powers necessary to enable it to properly carry out its duties in that respect. Not in limitation, but in amplification of the foregoing, the Committee shall have the power to construe the Plan and to determine all questions that may arise thereunder. In addition, the Committee shall have all of the duties, powers and responsibilities of the Plan Administrator set forth in Section 11 of the Plan (subject to the provisions hereof and the approval of the Employer). The decisions of the Committee upon all matters within the scope of its authority shall be final.

To enable the Committee to perform its functions, the Employer shall supply full and timely information to the Committee of all matters relating to the compensation of all Participants, their length of service, their retirement, death or other cause for termination of employment, and such other pertinent facts as the Committee may require.

The Employer shall notify the Custodian, Insurance Company and third party record keeper (“Necessary Party”) of the members of the Committee and any changes therein to the extent required by the Necessary Party. The Committee shall, thereupon, advise the Necessary Party of such facts and issue to the Necessary Party such instructions as may be required by the Necessary Party in order for them to perform their duties under the Plan.

The Committee and the Employer shall be entitled to rely upon all tables, valuations, certificates and reports made by a Certified Public Accountant selected or approved by the Employer and the Committee, the Employer and its officers shall not be held liable in any respect for action taken or suffered by them in good faith in reliance upon the advice or opinion of any such accountant or counsel, and all action so taken or suffered shall be conclusive upon each of them and upon all other persons interested in the Plan.

The Committee shall have no power in any way to modify, alter, add to or subtract from any provisions of the Plan.

4. **Records of the Committee.** All acts and determinations of the Committee shall be duly recorded by the Secretary thereof, or under his supervision, and all such records, together with such other documents as may be necessary for the administration of the Plan shall be preserved in the custody of such Secretary. Such records and documents shall at all times be open for inspection and for the purpose of making copies by any persons designated by the Employer.

5. **Exception from Liability of the Committee.** The members of the Committee, and each of them, shall be free from all liability, joint or several, for their acts, omissions and conduct and for the acts, omissions and conduct of their duly constituted agents, in the administration of the Plan, except to the extent that such acts and consequences shall result from their own willful misconduct or gross negligence.



**ADDENDUM B**  
**VENDORS OF INVESTMENT ARRANGEMENTS**

This Addendum B lists the Vendors of Investment Arrangements approved for use under the Plan, effective 1-1-2020.

The Addendum must include sufficient information to identify the approved Investment Arrangements. The terms governing each Investment Arrangement under the Plan, excluding those terms that are inconsistent with the Plan or Code §403(b), are hereby incorporated by reference in the Plan. The Addendum may be modified from time to time. A modification of the Addendum is not an amendment of the Plan.

<b>Name of Vendor</b>	<b>Type of Investment Arrangement (e.g., annuity contract, custodial account, etc.)</b>	<b>Active/Inactive</b>
Lincoln National		Inactive
Nationwide		Inactive
Dean Witer		Inactive
Putnam Investments		Inactive
Valic Financial		Inactive

**RESOLUTION OF THE  
BOARD OF DIRECTORS OF THE  
NORTH BREVARD COUNTY HOSPITAL DISTRICT  
APPROVING ADOPTION OF THE  
AMENDED AND RESTATED 403(b) PLAN**

The Board of Directors of the North Brevard County Hospital District, d/b/a Parrish Medical Center, at a meeting duly called and held for which notice was given in accordance with Florida Statutes Chapter 286.011, and at which a quorum was present, hereby adopts the following recitals and resolutions:

*Whereas*, the North Brevard County Hospital District (“District”) is a special hospital district of the State of Florida created by special act of the Florida Legislature in 1953 by Chapter 28924, Laws of Florida, re-codified by Ch. 2003-362, Laws of Florida; and

*Whereas*, the District established the North Brevard County Hospital District d/b/a Parrish Medical Center 403(b) Plan (“Plan”), effective as of January 1, 1989; and

*Whereas*, in October, 2016, the District amended and restated the Plan by adopting the Metropolitan Life Insurance Company 403(b) Adoption Agreement and Basic Plan Document for the purposes of adding automatic enrollment, matching contributions and nonelective contribution provisions; as well as modifying other Plan provisions; and

*Whereas*, the District desires to restate the Plan to maintain its continued compliance with the Internal Revenue Code and other legal requirements but without making substantive changes to the Plan’s current benefit structure or plan design by adopting the GrayRobinson, P.A. Volume Submitter Governmental 403(b) Plan; and

*Whereas*, Section 9.02(A) of the current Plan document authorizes the District to amend the Plan; now, therefore be it

*Resolved*, that the District approves the restatement of the Plan by adopting the GrayRobinson, P.A. Volume Submitter Governmental 403(b) Plan; and, be it further

*Resolved*, that the proper officers of the District are hereby authorized and directed to take any and all actions necessary to effect the foregoing resolution and that any and all actions heretofore taken by any officer or director of the District in connection with the foregoing resolution is, ratified, confirmed and approved in all respects: and, be it further

*Resolved*, that the appropriate officers of the District are hereby authorized to make future ministerial amendments to the restated Plan that do not alter the Plan’s benefit structure or substantively change the design aspects of the Plan or materially add to the cost of operating the Plan, at the recommendation of the Pension Administrative Committee.

This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BOARD OF NORTH BREVARD COUNTY  
HOSPITAL DISTRICT

By: \_\_\_\_\_  
Printed Name: Herman J. Cole, Jr.  
Its: Chairman

ATTEST:

By: \_\_\_\_\_  
Printed Name: Peggy Crooks  
Its: Secretary

**SECRETARY’S CERTIFICATE RATIFYING THE  
ADOPTION OF THE AMENDED AND RESTATED 403(b) PLAN  
FOR THE  
NORTH BREVARD COUNTY HOSPITAL DISTRICT  
A Special Tax District Operating  
NORTH BREVARD COUNTY HOSPITAL DISTRICT  
d/b/a PARRISH MEDICAL CENTER 403(b) PLAN**

The undersigned Secretary of the North Brevard County Hospital District hereby certifies that the following resolutions were adopted by the North Brevard County Hospital District at a formal meeting for which notice was given in accordance with Florida Statutes Chapter 286.011 and that such resolutions have not been amended or rescinded since that date.

**WHEREAS**, the North Brevard County Hospital District (“District”) established the North Brevard County Hospital District d/b/a Parrish Medical Center 403(b) Plan (“Plan”), effective as of January 1, 1989; and

**WHEREAS**, in October, 2016, the District amended and restated the Plan by adopting the Metropolitan Life Insurance Company 403(b) Adoption Agreement and Basic Plan Document for the purposes of adding automatic enrollment, matching contributions and nonelective contribution provisions; as well as modify other Plan provisions; and

**WHEREAS**, the District desires to restate the Plan to maintain its continued compliance with the Internal Revenue Code and other legal requirements but without making substantive changes to the Plan’s current benefit structure or plan design by adopting the GrayRobinson, P.A. Volume Submitter Governmental 403(b) Plan; and

**WHEREAS**, Section 9.02(A) of the current Plan document authorizes the Employer to amend the Plan.

**NOW THEREFORE BE IT RESOLVED**, the District approves the restatement of the Plan by adopting the GrayRobinson, P.A. Volume Submitter Governmental 403(b) Plan; and, be it further

**RESOLVED**, that the proper officers of the North Brevard County Hospital District are hereby authorized and directed to take any and all actions necessary to effect the foregoing resolution and that any and all actions heretofore taken by an officer or director of the District in connection with the foregoing resolution is ratified, confirmed and approved in all respects; and, be it further

**RESOLVED**, that the appropriate officers of the District are hereby authorized to make future ministerial amendments to the restated Plan that do not alter the Plan’s benefit structure or substantively change the design aspects of the Plan or materially add to the cost of operating the Plan, at the recommendation of the Pension Administrative Committee.

Date: \_\_\_\_\_

By: \_\_\_\_\_, Secretary

**NORTH BREVARD COUNTY HOSPITAL DISTRICT**  
**D/B/A PARRISH MEDICAL CENTER 403(b) PLAN**  
**PARTICIPANT LOAN POLICY**

North Brevard County Hospital District d/b/a Parrish Medical Center 403(b) Plan permits loans to be made to Participants, their beneficiaries, and alternate payees pursuant to a written loan policy. All references to Participants in this loan policy include Participants and their Beneficiaries or any alternate payee with respect to the Plan provided that the borrower must qualify as a "party in interest" as defined by ERISA Section 3(14). All current employees of the Employer and certain former Employees qualify as parties in interest.

The Plan Administrator is authorized to administer the Participant loan policy. A Participant must apply to the Plan Administrator for a loan in the manner set forth by the Plan Administrator.

1. **LOAN APPLICATION/BORROWER QUALIFICATION.** Any Participant may apply for a loan from the Plan. A Participant must apply for each loan with an application which specifies the amount of the loan desired, the requested duration for the loan and the source of security for the loan.

All loan applications will be considered by the Plan Administrator within a reasonable time after the Participant makes formal application.

2. **LOAN LIMITATIONS.** The Plan Administrator will not approve any loan to a Participant in an amount which exceeds 50% of his or her nonforfeitable account balance. The maximum aggregate dollar amount of loans outstanding to any Participant may not exceed \$50,000, reduced by the excess of the Participant's highest outstanding Participant loan balance during the 12-month period ending on the date of the loan over the Participant's current outstanding Participant loan balance on the date of the loan. With regard to any loan made pursuant to this program, the following rule(s) and limitation(s) will apply, in addition to such other requirements set forth in the Plan:

- No loan in an amount less than \$1,000 will be granted to any Participant.
- A Participant can only have 1 loan(s) currently outstanding from the Plan.
- Loans will be made from the Participant's elective deferral account (Pre-tax and Roth).

3. **EVIDENCE AND TERMS OF LOAN.** The Plan Administrator will document every loan in the form of a promissory note signed by the Participant.

Any loan granted or renewed under this policy will bear an interest rate equal to 1% above the USA Today prime rate.

The loan must provide at least quarterly payments under a level amortization schedule. If the Participant is currently employed by the Employer, the Plan Administrator requires the Participant receiving a loan from the Plan to enter into an ACH agreement to repay the loan.

The Plan Administrator will fix the term for repayment of any loan, however, in no instance may the term of repayment be greater than five years, unless the loan qualifies as a home loan. A "home loan" is a loan used to acquire a dwelling unit which, within a reasonable time, the Participant will use as a principal residence. The term for a home loan will be 15 years.

Participants should note the law treats the amount of any loan (other than a "home loan") not repaid five years after the date of the loan as a taxable distribution on the last day of the five year period or, if sooner, at the time the loan is in default. If a Participant extends a non-home loan having a five year or less repayment term beyond five years, the balance of the loan at the time of the extension is a taxable distribution to the Participant.

4. **SECURITY FOR LOAN.** The Plan will require that adequate security be provided by the Participant before a loan is granted. For this purpose, the Plan will consider a Participant's interest under the Plan (account balance) to be adequate security. However, in no event will more than 50% of a Participant's vested interest in the Plan (determined immediately after origination of the loan) be used as security for the loan. Generally, it will be the policy of the Plan not to make loans which require security other than the Participant's vested interest in the Plan. However, if additional security is necessary to adequately secure the loan, then the Plan Administrator will require that such security be provided before the loan will be granted.

5. **FORM OF PLEDGE.** The pledge and assignment of a Participant's account balances will be in the form prescribed by the Plan Administrator.

6. LEAVE OF ABSENCE/SUSPENSION OF PAYMENT. The Plan Administrator will suspend loan repayments for a period not exceeding one year which occurs during an approved leave of absence, either without pay from the Employer or at a rate of pay (after applicable employment tax withholdings) that is less than the amount of the installment payments required under the terms of the loan. The Plan Administrator will provide the Participant with a written explanation of the effect of the leave of absence upon his or her Plan loan.

7. PAYMENTS AFTER LEAVE OF ABSENCE. When payments resume following a payment suspension in connection with a leave of absence authorized above, the Participant will select one of the following methods to repay the loan, plus accumulated interest:

- The Participant will increase the amount of the required installments to an amount sufficient to amortize the remaining balance of the loan, plus accrued interest, over the remaining term of the loan.
- The Participant will pay a balloon payment of the remaining unpaid principal and interest, at the conclusion of the term of the loan as determined in the promissory note.
- The Participant may extend the maturity of the loan and re-amortize the payments over the remaining term of the loan. In no event will the amount of the adjusted installment payment be less than the amount of the installment payment provided under the promissory note. In the case of a non-military leave of absence, the revised term of the loan will not exceed the maximum term permitted above. In the case of a military leave of absence, the revised term of the loan will not exceed the maximum term permitted above, augmented by the time the Participant was actually in United States military service.

8. DEFAULT. The Plan Administrator will treat a loan as in default if any payment remains unpaid beyond the last day of the calendar quarter following the calendar quarter in which the BORROWER missed the scheduled payment.

Upon default, the Participant will have the opportunity to repay the loan, resume current status of the loan by paying any missed payment plus interest or, if distribution is available under the Plan, request distribution of the note. If the loan remains in default, the Plan Administrator will offset the Participant's vested account balances by the outstanding balance of the loan to the extent permitted by law. The Plan Administrator will treat the note as repaid to the extent of any permissible offset. Pending final disposition of the note, the Participant remains obligated for any unpaid principal and accrued interest.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020. This loan policy may be amended from time to time.

---

George Mikitarian, President/CEO



CPAs & ADVISORS

February 13, 2020

VIA EMAIL

Dr. George Mikitarian  
President/Chief Executive Officer  
North Brevard County Hospital District  
d/b/a Parrish Medical Center  
951 N. Washington Avenue  
Titusville, FL 32796

Dear Dr. Mikitarian:

We are pleased to serve **North Brevard County Hospital District d/b/a Parrish Medical Center** (the "District") as its independent certified public accountants. This letter confirms our understanding of the scope and the terms of our engagement.

We will audit the general purpose financial statements of the District as of and for the year ending September 30, 2020. Also, the following supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole:

1. Required Supplemental Information – Unaudited Schedule Funding Progress – Pension
2. Required Supplemental Information – Unaudited Schedule Funding Progress – OPEB
3. Consolidating Balance Sheets
4. Consolidating Statements of Revenues, Expenses, and Changes in Net Assets

#### **Audit Objective**

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles ("GAAP"). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which, in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

In recent years, the federal government and many states have aggressively increased enforcement efforts under Medicare and Medicaid anti-fraud and abuse legislation. Broadening regulatory and legal interpretations have significantly increased the risk of penalties for providers; for example, broad interpretations of "false claims" laws are exposing ordinary billing mistakes to scrutiny and penalty consideration. An auditor's expertise is in accounting and auditing matters rather than operational, clinical, compliance or legal matters. Accordingly, our audit procedures focus on areas that normally are subject to internal control relevant to financial reporting.

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An audit conducted in accordance with auditing standards generally accepted in the United States of America does not include audit procedures specifically designed to detect illegal acts that have only an indirect effect on the financial statements (for example, violations of Stark laws or fraud and abuse statutes that result in fines or penalties being imposed on the District). The audit procedures do not include testing compliance with laws and regulations in any jurisdiction related to Medicare and Medicaid anti-fraud and abuse. Management of the District is responsible for the identification of, and the District's compliance with, laws and regulations applicable to its activities, including, but not limited to, those related to Medicare and Medicaid anti-fraud and abuse statutes.

With respect to cost reports that may be filed with a third party (such as federal and state regulatory agencies), we have not been engaged to test in any way, or render any form of assurance on, the propriety or allowability of the specific costs to be claimed on, or charges to be reported in, a cost report. Management is responsible for the accuracy and propriety of all cost reports filed with Medicare, Medicaid, or other third parties.

#### **AUDIT PROCEDURES**

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of certain assets and liabilities by correspondence with selected third parties, including actuaries, creditors and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that comes to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under our professional standards.



#### **OTHER SERVICES**

We will also assist in preparing the financial statements of the District in conformity with GAAP based on information provided by you.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **MANAGEMENT RESPONSIBILITIES**

The District and its management are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of financial position, results of operations, and cash flows in conformity with GAAP that are free of material misstatements. The District and its management are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. The District and its management are responsible for providing us with (1) access to all information of which they are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

The District's and management's responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. The District and its management are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements.

The District and its management are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or allegations of fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. The District's and management's responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, regulators, or others. In addition, the District and its management are responsible for identifying and ensuring that the entity complies with applicable laws and regulations (including, but not limited to, those related to the Medicare and Medicaid anti-fraud and abuse statutes). The District and its management are responsible for the preparation of the supplementary information in conformity with GAAP. The District and its management agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. The District and its management agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

The District and its management agree to assume all management responsibilities for financial statement preparation services and/or any other non-attest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skills, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The District and its management are also responsible to notify us in advance of their intent to print our report, in whole or in part, and to give us the opportunity to review such printed matter before its issuance.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

You acknowledge that as a condition of our agreement to perform an audit, you and the District's management agree to the best of your knowledge and belief to be truthful, accurate, and complete in the representations you make to us during the course of the audit and in the written representations provided to us at the completion of the audit.

Because of the importance of management's representations, contained in your representation letter to us, to the effective performance of our services, the District will release MSL, P.A. ("MSL") and its personnel from any claims, liabilities, costs and expenses relating to our services under this letter attributable to any misrepresentations in the representation letter referred to above or made to us by any member of management. In addition, the District further agrees to indemnify and hold us harmless for any liability and all reasonable costs, including legal fees, that we may incur as a result of the services performed under this engagement in the event there are known misrepresentations made to us by any member of the District's management.

#### **ENGAGEMENT ADMINISTRATION AND OTHER**

We understand that your employees will prepare all confirmations that we request and will locate any documents selected by us for testing. You are responsible for any costs or fees charged by the organization(s) or individual(s) responding to the confirmation requests.

We anticipate beginning fieldwork on November 2, 2020, and complete the engagement no later than January 31, 2021.

**FEES** - Our fees are based on the tasks required, time spent, and level of expertise of the staff used to perform this engagement. The fee, inclusive of out-of-pocket costs, will not exceed \$130,000. This fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement.

Invoices for the audit will be due based on the following schedule:

Initial deposit	\$ 25,000
September 30, 2020	\$ 25,000
October 31, 2020	\$ 25,000
November 30, 2020	\$ 25,000
December 31, 2020	\$ 20,000
Upon Issuance of Report	Balance

Any subsequent discussions, conferences, telephone conversations, correspondence or related services will be invoiced separately.

In the event we are requested or authorized by the District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the District, the District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

A service charge of 1.5 percent per month will be assessed on any invoice not paid within thirty (30) days of the invoice date. We reserve the right to halt further services until payment on past due invoices is received. In the event that collection procedures are required, you agree to pay all expenses of collection, including collection efforts by our staff, which will be billed at our standard hourly rates, and all attorney's fees and costs actually incurred by our Firm in connection with such collection, whether or not suit is filed

thereon. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

LAW - This agreement will be interpreted in accordance with Florida law and the terms and conditions as required by the Florida Board of Accountancy, where applicable.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to three times the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

We may from time to time, depending on the circumstances, use third-party service providers in servicing your account. We may share confidential information about your organization with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, management will be asked to provide its consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

The workpapers for this engagement are the property of MSL and constitute confidential information. However, we may be requested to make certain workpapers available to government officials or others pursuant to authority by law or regulation. If requested, access to such workpapers will be provided under the supervision of MSL personnel. Pursuant to Rule 42 CFR Part 420, issued December 20, 1982, by the Center for Medicare and Medicaid of the Department of Health and Human Services ("HHS"), in regard to contract services which could potentially exceed \$10,000 over a twelve-month period, access to our records will be available to the Secretary of HHS, or authorized representatives, until the expiration of four years after the services detailed in this letter. This request from HHS must be in compliance with 42 CFR Part 420. We do not waive any rights or privileges granted under federal or state law, statutes, or regulation with regard to client/accountant privileges.

We may require access to identifiable personal health information ("PHI") during the course of our engagement. As a business associate, MSL will take reasonable steps to comply with Section 164.504(e)(2)(ii) of the Health Insurance Portability and Accountability Act ("HIPAA"), which requires, among other things, for business associates to use appropriate safeguards to prevent the improper use or disclosure of PHI. It is management's responsibility to provide MSL with the District's business associate agreement. This agreement will govern our conduct as it relates to how PHI is treated during our engagement.

We agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of a political subdivision of the State of Florida to be sued; or (3) a waiver of sovereign immunity of a political subdivision of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes. The provisions of this section shall survive any termination or expiration of this Agreement.

Indemnification is limited to the extent permitted under Florida law.

**MEDIATION** - Parties to this engagement agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation upon the written request of any party to the engagement. In the event that the parties cannot agree to a mediator, each will choose one and the two will choose a third, who will serve as sole mediator. The results of this mediation shall be binding only upon agreement of each party to be bound. Costs of any mediation proceeding shall be shared equally by both parties.

**TERM** - This engagement is for a limited period of time and is further limited by scope. Any other services performed on your behalf shall be by separate agreement. Our audit engagement ends on delivery of our audit report or January 31, 2021, whichever occurs first. Any follow-up services will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service. You agree that any claim arising out of this engagement letter shall be commenced within one (1) year of the delivery of the work product to you, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against MSL.

If, at any time during the engagement, you fail to make prompt payments or cooperate with the staff performing this engagement, we reserve the right to suspend performance until such time as payment is made or cooperation resumes. Our engagement to serve as your independent auditor is contingent upon the results obtained from our client acceptance and continuance due diligence procedures. In the event circumstances arise that cause us to believe that we can no longer adequately meet our obligations, or if we believe that continued performance would require us to compromise our ethical standards, we reserve the right to immediately suspend or terminate this contract. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You understand that if this contract is suspended or terminated, reports or documents may not be prepared timely and you agree to hold MSL and its employees harmless for any damages suffered. In no event will our Firm be liable for incidental or consequential damages, even if we have been advised of the possibility of such damages.

The District has the right to terminate the services of MSL with written notice at the District's direction. In the event that this agreement was terminated prior to the delivery of our report, the District agrees to reimburse MSL for any work performed through the date of notification of termination. No other modification of this contract shall be binding upon the parties unless reduced to writing and signed by the parties.

**NON-SOLICITATION** - Your management and MSL acknowledge the importance of retaining key personnel. Accordingly, both parties agree that during the period of this agreement and for one year after its expiration or termination, neither party will (a) solicit any shareholder/partner or employee of the other party for employment, or (b) employ any person who was a shareholder/partner or employee of the other party within four (4) months after the termination of their employment with the other party for any reason, without the advance written consent and negotiated compensation of the other party. In any case, if the individual becomes an employee of the other party within the non-solicitation period in violation of the foregoing, the other party agrees to pay the original employer a fee equal to 40 percent (40%) of the individual's annual compensation for the prior full twelve-month period of their prior employment. The fee is due thirty (30) days after the individual becomes an employee of the other party.

**ENTIRE AGREEMENT** - The terms and conditions set out in this engagement letter constitute the entire agreement between the parties and supersede any verbal or written agreements concerning the above-referenced services.

North Brevard County Hospital District  
d/b/a Parrish Medical Center  
February 13, 2020  
Page 7

If the services and terms outlined above are in accordance with your understanding, please sign this letter and return it to us.

We very much appreciate this opportunity to be of service to you. If you have any questions, please do not hesitate to contact us.

Sincerely,

**MSL, P.A.**

The above terms and conditions are accepted and affirmed.

**NORTH BREVARD COUNTY HOSPITAL DISTRICT  
d/b/a PARRISH MEDICAL CENTER**

By: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

Title: **President/Chief Executive Officer**

Date: \_\_\_\_\_

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NORTH BREVARD COUNTY HOSPITAL DISTRICT  
OPERATING  
PARRISH MEDICAL CENTER  
TITUSVILLE, FLORIDA

**Request for Disposal of Obsolete or Surplus Property**

The assets listed below are considered obsolete, inefficient, or have ceased to serve any useful function. Board approval for disposal is requested.

Asset Description	Asset Control KN #	Purchase Date	Purchase Amount	CE #	Reason for Disposal	Net Book Value (Provided by Finance)	Dept. #
Respironics BiPAP Synchrony	029304	06/18/2009	2,206	04898	BiPAP control board is defective, unit obsolete and not repairable.	- 0 -	1461
Respironics BiPAP Synchrony	029146	07/29/2008	2,437	04439		- 0 -	1461

Requesting Department Respirator Department Director [Signature]  
 Net Book Value (Finance) A. Franey 4/2/30 EMC Member [Signature] 4.20.20  
 Sr. VP Finance/CFO [Signature] 4/6/20. President/CEO \_\_\_\_\_  
 Board Approval: (Date) \_\_\_\_\_ CFO Signature [Signature] 4/8/20  
 Requestor Notified Finance \_\_\_\_\_  
 Asset Disposed of or Donated \_\_\_\_\_  
 Removed from Asset List (Finance) \_\_\_\_\_  
 Requested Public Entity for Donation \_\_\_\_\_  
 Entity Contact \_\_\_\_\_  
 Telephone \_\_\_\_\_

NORTH BREVARD COUNTY HOSPITAL DISTRICT  
 OPERATING  
 PARRISH MEDICAL CENTER  
 TITUSVILLE, FLORIDA

**Request for Disposal of Obsolete or Surplus Property**

The assets listed below are considered obsolete, inefficient, or have ceased to serve any useful function. Board approval for disposal is requested.

Asset Description	Asset Control KN #	Purchase Date	Purchase Amount	CE #	Reason for Disposal	Net Book Value (Provided by Finance)	Dept. #
Precor Treatmill	028061	12/10/2003	4,800	01878	Drive motor is not working, unit obsolete and not repairable.	— 0 —	1482

Requesting Department Health and Fitness Department Director *J. Spiller*  
 Net Book Value (Finance) *R. Francy 4/1/20* EMC Member *W. Wilson 2-2020*  
 Sr. VP Finance/CFO *Gu Bailey 4/2/20* President/CEO *Cell 4-13-20*  
 Board Approval: (Date) \_\_\_\_\_ CFO Signature \_\_\_\_\_  
 Requestor Notified Finance \_\_\_\_\_  
 Asset Disposed of or Donated \_\_\_\_\_  
 Removed from Asset List (Finance) \_\_\_\_\_  
 Requested Public Entity for Donation \_\_\_\_\_  
 Entity Contact \_\_\_\_\_  
 Telephone \_\_\_\_\_