

## Profit Sharing Plan Adoption Agreement Instructions

### 1 PLAN INFORMATION

- A. Enter the legal name of the Plan. If this is an amendment or continuation of a previously adopted Plan, please fill in the existing name of the Plan. The Plan Number is the three-digit number assigned to the Plan by the Employer as required by the Internal Revenue Service.
- For a new plan, if you do not currently or have never maintained another qualified retirement plan, this Plan Number is "001." If you currently or have ever maintained another qualified retirement plan, then the Plan will be "002." If you currently maintain or have ever maintained two other qualified retirement plans, then this Plan will be "003." An existing plan that is a restatement or an amendment of another plan document must use the same three-digit number currently in effect.
- B. Please select only one type of Plan. Please note: the Safe Harbor 401(k)/Profit Sharing Plan option is only available to self-employed individuals and owner-only businesses (including their spouses). Business owners with multiple employees are not eligible to adopt the Safe Harbor 401(k)/Profit Sharing Plan option.
- C. The Plan Administrator is the person who is the main contact for the Plan. The Administrator is the agent for service of legal process for the Plan.
- D. Enter the Plan Year for your Plan.
- E. (1) If this is a new Plan, check Box 1 and provide the Plan Effective Date.
- (2) If you are adopting this Plan to amend or restate, and continue an existing plan, check Box 2. Provide both the amendment effective date and the original effective date. Check box E.2.a. if you are amending from an existing Fidelity Profit Sharing Plan. Check box E.2.b. if you are amending from an existing plan which is not a Fidelity Profit Sharing Plan.

### 2 EMPLOYER

- A. Please complete the required information about your firm. Enter your company's Federal tax identification number. This is not the Federal tax identification number of the Plan.
- B. If you are part of an affiliated group of Employers, as defined in Section 2.3 of the Plan Document (collectively defined as "Affiliated Employers"), then all Affiliated Employers must be included in the plan and listed in this section. Unrelated Employers cannot be included as part of your Plan. Please consult your tax attorney and/or accountant for assistance on the definition of Affiliated Employers.

### 3 COVERAGE

- A. (1) Choose the length of service an employee must complete with your company (including Affiliated Employers) to be eligible to participate in the Plan. Please Note: You may only select the two-year service requirement if this is a Profit Sharing only, as elected in Section 1(B) of the Adoption Agreement.
- (2) Choose the age an employee must attain before he/she may participate in the Plan.
- B. This section allows you to elect to allow existing employees to be eligible to participate in the Plan as of the Effective Date, and allows you to elect to require that all future employees meet the eligibility requirements chosen in the Adoption Agreement.

### 4 COMPENSATION

This provision allows you to elect what portion of compensation is includable for the first year an eligible employee becomes an active participant in the Plan. You are encouraged to consult with your tax advisor when calculating contribution amounts.

### 5 EMPLOYER PROFIT SHARING CONTRIBUTIONS

- A. Contributions will not be integrated with Social Security. Each eligible participant's contribution amount is based on their compensation in relationship to the total compensation paid to all eligible participants for the Plan Year.
- B. In this option contribution amounts are based on both the eligible Participant's Compensation plus a percentage of their compensation above the Social Security Wage Base (unless an alternative integration level is provided). By choosing this option, the Employer can make a larger contribution for those Employees who have income above the Wage Base, thus covering income not generally recognized by Social Security. This is called Social Security Integration or permitted disparity.

If you maintain any other plan that provides for Social Security Integration (permitted disparity) you may not elect the Integrated Allocation Formula. Please check with a tax advisor concerning Option B.

**Instructions continued ►**

## **6** RELIANCE ON OPINION LETTER

Fidelity Management & Research Company is requesting an “Opinion Letter” from the Internal Revenue Service for the Fidelity Retirement Plan Document No. 03. In certain cases, you may wish to apply for a Determination Letter for your Plan. Please refer to the enclosed supplemental booklet for further information. You should consult with your attorney and/or accountant for further information.

## **7** PROTOTYPE INFORMATION

Fidelity Management & Research Company serves as the prototype plan sponsor of the Fidelity Retirement Plan.

## **8** EXECUTION PAGE

Provide your signature before returning to Fidelity.

The Fidelity Retirement Plan

**Profit Sharing Plan Adoption Agreement No. 001**

A Prototype Plan

For use with the Fidelity Retirement Plan, Basic Plan Document No. 03

**1 PLAN INFORMATION**

**A. Name of Plan:**

This is the \_\_\_\_\_ (the "Plan"),  
Plan Number \_\_\_\_\_.

The Plan consists of the Plan and Trust Agreement and this Adoption Agreement as completed.

**B. Type of Plan (check one):**

- 1.  Safe Harbor 401(k)/Profit Sharing (401)

If you check box (1), Participants will be permitted to make deferral contributions, and the Employer shall make nonelective Employer contributions to the Plan on behalf of Eligible Participants in an amount of 3% of their Compensation for the Plan Year. In addition, the Employer may make Profit Sharing contributions.

- 2.  Profit Sharing only (001)

**C. Name of Plan Administrator (if not the Employer):**

\_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_

The Plan Administrator serves as the main contact for the Plan.

**D. Plan Year and Limitation Year (check one):**

- Calendar Year  Fiscal Year ending \_\_\_\_\_
- If left blank, calendar year will be assigned.

**E. Plan Status and Effective Date**

(check appropriate box(es)):

- 1.  New Plan Effective Date: \_\_\_\_\_
- 2.  Amendment Effective Date: \_\_\_\_\_

This is (check one):

- (a)  an amendment and restatement of a Basic Plan Document No. 03 Adoption Agreement previously executed by the Employer.
- (b)  an amendment and restatement to a Basic Plan Document No. 03 Adoption Agreement.

The original effective date of the Plan: \_\_\_\_\_

**2 EMPLOYER**

**A. Name of Employer:** \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Employer's Tax

Identification Number:   -

**B. The term "Employer" includes the following Affiliated Employers covered by the Plan:**

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

**3 COVERAGE**

**A. The eligibility requirements for participation in the Plan will be:**

**1. Eligibility Service Requirement (check one):**

- No eligibility service requirement.
- Six months of employment. (If this option is selected, an Employee will not be required to complete any specified number of Hours of Service in the six-month period.)
- One Year of Service.
- Two Years of Service. (Only allowed if "Profit Sharing only" is checked in Section 1(b) of the Adoption Agreement.)

**2. Age Requirement:**

- No minimum age requirement.
- \_\_\_\_\_ Years (Cannot be more than 21).

**B. The requirements listed above are (check one):**

- Applicable to all Employees.
- Applicable to all Employees except those Employees employed on the Effective Date. Such Employees will participate immediately. All other Employees will need to satisfy the requirements listed above.

**4 COMPENSATION  
(SEE SECTION 2.9 OF THE PLAN)**

Contributions for the Plan Year in which an Employee first becomes a Participant shall be determined based on the Employee's Compensation (check one):

- For the entire Plan Year.
- For the portion of the Plan Year in which the Employee is eligible to participate in the Plan.

**5 EMPLOYER PROFIT SHARING CONTRIBUTIONS**

The allocation of Employer profit sharing contributions (check one):

- A.  will not be integrated with Social Security.
- B.  will be integrated with Social Security.

If the Plan will be integrated with Social Security, fill in the blanks below:

- 1. The Integration Level means the Social Security Taxable Wage Base for the Plan Year, unless the Employer elects a lesser amount in (A) or (B) below:
  - (a) \$ \_\_\_\_\_ (may not exceed the Taxable Wage Base).
  - (b) \_\_\_\_\_ % of the Taxable Wage Base in effect on the first day of each Plan Year (may not exceed 100%).
- 2. The Excess Contribution Percentage (which may not exceed the Profit Sharing Maximum Disparity Rate defined in Section 4.9(d) of the Plan) will be \_\_\_\_\_ %.

**6 RELIANCE ON OPINION LETTER**

You may rely on the opinion letter issued by the Internal Revenue Service as evidence that your Plan is qualified under section 401 of the Internal Revenue Code except to the extent provided in Revenue Procedure 2000-20, 2000-6 I.R.B. 553 and Announcement 2001-77, 2001-30 I.R.B.

If you have ever maintained or later adopt any plan (including a welfare benefit fund as defined in section 419(e) of the Internal Revenue Code, which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in section 419A(d)(3) of the Internal Revenue Code or an individual medical account, as defined in section 415(1)(2) of the Code) in addition to the Plan (other than Money Purchase Plan #002), you will not be able to rely on the opinion letter issued by the Internal Revenue Service for the Prototype Plan with respect to the requirements of sections 415 and 416 of the Internal Revenue Code.

**6 RELIANCE ON OPINION LETTER (CONT.)**

If you adopt or maintain multiple plans and you wish to obtain reliance with respect to the requirements of sections 415 and 416, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

You may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to the Prototype Plan or in Revenue Procedure 2000-20 and Announcement 2001-77.

**7 PROTOTYPE INFORMATION**

**Name of Prototype Sponsor:**  
Fidelity Management & Research Company

**Address of Prototype Sponsor:**  
82 Devonshire Street  
Boston, Massachusetts 02109  
800-544-5373

Questions regarding this prototype document may be directed to the Prototype Sponsor.

**8 EXECUTION PAGE**

The Employer appoints Fidelity Management Trust Company as Trustee and agrees to the fees set forth in the Fidelity Retirement Plan Investment Application, as amended from time to time. The Employer hereby directs the Trustee to invest in Fidelity Cash Reserves any funds of the Plan that are transmitted without complete investment instructions.

The Adoption Agreement may be used only in conjunction with the Fidelity Retirement Plan, Basic Plan Document No. 03. Failure to fill out this Adoption Agreement properly may result in the disqualification of the Plan. The Prototype Sponsor shall inform the adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the prototype plan document.

IN WITNESS WHEREOF, the Employer has caused this Adoption Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Employer (name of business):  
\_\_\_\_\_

SIGNATURE OF EMPLOYER

DATE

**X**

\_\_\_\_\_  
Name of person signing above (please print)





### 3 OWNER AUTHORIZATION AND AGREEMENT TO TERMS continued

#### Authorization & Agreement to Terms

To delivering firm: Unless otherwise indicated in the instructions above, transfer all assets in my account to National Financial Services LLC, or if to a Fidelity brokerage prototype retirement account, Fidelity Management Trust Company, c/o National Financial Services LLC. I understand that to the extent any assets in my securities account are not readily transferable, with or without penalties, such assets may not be transferred within the time frames required by New York Stock Exchange Rule 412 or similar rule of the National Association of Securities Dealers or other designated examining authority. Unless otherwise indicated in the instructions above, I authorize you to sell any nontransferable proprietary money market fund assets that are part of my account and transfer the resulting cash credit balance to the successor custodian. I understand that you will contact me with respect to the disposition of any other assets in my securities account that are not transferable. I authorize you to deduct any outstanding fees due you from the credit balance in my account. If my account does not contain a credit balance, or if the credit balance in the account is insufficient to satisfy any outstanding fees due you, I authorize you to liquidate the assets in my account to the extent necessary to satisfy that obligation. If certificates or other instruments in my account are in your physical possession, I instruct you to transfer them in good deliverable form, including affixing any necessary tax waivers, to enable the successor custodian to transfer them in its name for the purpose of sale, when and as directed by me. I understand that upon receiving a copy of this transfer instruction, you will cancel all open orders for my account on your books. I affirm that I have destroyed or returned to you credit/debit cards and/or unused checks issued to me in connection with my securities account.

I understand that if I am transferring a SIMPLE-IRA from another custodian to Fidelity and I do not provide a Date of First Participation in a form and manner acceptable to the custodian, the date of the first participation will be the date contributions are first deposited to my SIMPLE-IRA at Fidelity by my employer.

For transfers to Fidelity brokerage prototype retirement accounts: I acknowledge that I have adopted a Fidelity IRA, Fidelity Roth IRA, Fidelity SIMPLE-IRA, or Fidelity Retirement Plan (Keogh) with Fidelity Management Trust Company as successor custodian/trustee, and I agree to transfer only those assets which can be held in such accounts, as described in the relevant Custodial Agreement or Plan Document. If I am over 70½, I attest that none of the amount to be transferred will include the required minimum distribution for the current year pursuant to Section 401(a)(9) of the Internal Revenue Code.

#### Delivering Firm Use Only:

Fidelity Management Trust Company accepts appointment as successor custodian/trustee for the retirement account referred to in Section 1 of this form. Transfer the account as instructed in Section 2 on a fiduciary-to-fiduciary basis. The new account name will be: National Financial Services LLC, agent for FMT Co., the successor custodian/trustee for the account listed in Section 1.

Successor Custodian/Trustee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### For Fidelity Use Only: NFS Clearing # 0226

Account type:  I-IRA/IRRL  Roth IRA  I-SIMPLE-IRA  C-Cash  Q-Qualified Plan  NP-Non-Prototype

#### Dividend and Capital Gains Option

Deposit all dividends and capital gains to the new plan.

#### IMPORTANT INFORMATION:

- If transferring margin and/or options positions, you must have an approved Margin and/or Options application(s) with Fidelity.
- Do not use this form to convert an IRA to a Roth IRA, or for directly rolling over an employer-sponsored retirement plan, such as a 401(k) distribution. Visit us at **Fidelity.com** for the appropriate forms or call us at **800-544-6666**.
- Most securities can be transferred, such as stocks, bonds, mutual funds (if available through Fidelity), options, limited partnerships, and unit investment trusts. Generally money market funds must be liquidated and transferred as cash. If you own a fund that is not transferable, you may wish to sell the fund and transfer cash to Fidelity. Call Fidelity if you are unsure or have any questions.
- Certain securities cannot be held in Fidelity brokerage prototype retirement accounts (IRAs and Keoghs). Refer to the appropriate Fidelity IRA Custodial Agreement or Fidelity Retirement Plan (Keogh) document for more information. If transferring assets from your qualified retirement plan(s) to the Fidelity Retirement Plan, contact your tax advisor to determine if it is necessary to file Form 5310-A prior to the transfer.
- Allow additional time if transferring foreign securities or Limited Partnership units. Customers transferring Limited Partnership units will be assessed a fee of \$75 per Limited Partnership transferred. Call Fidelity at **800-544-6666** to verify the Limited Partnership can be held.
- Trades contingent upon the receipt of your transferred assets will not be honored by Fidelity. To place a trade once your assets are received, visit us online at **Fidelity.com** or call us at **800-544-6666**.

Recent tax law changes have generally increased your rollover options. However, we encourage you to consult your tax advisor before consolidating your retirement savings assets. Certain special tax treatments such as forward averaging and pre-1974 capital gain may not be available if you commingle IRA assets.

All trade and service marks appearing within are the property of FMR Corp.