The Entrust Group

Questions? Call (800) 392-9653

Entrust Individual 401(k) Profit Sharing and Money Purchase Plan Adoption Agreement

The undersigned Employer hereby adopts the Provider's Pre-Approved EZ-k Profit-Sharing Plan; or Simplified Profit Sharing or Money Purchase Plan in the form of a standardized Plan, as set out in this Adoption Agreement and the Pre-Approved Defined Contribution Plan Document #01 and all completed Addendums, and agrees that the following definitions, elections and terms shall be part of such Plan. Where applicable, certain items have a Default Provision indicated below the item number that will apply if no election is made by the Employer.

Complete the sections of this Adoption Agreement that correspond with the plan type you are adopting as follows:

PLAN TYPE	SECTIONS FOR COMPLETION
☒ "EZ-k" 401(k) plans	Parts 1, 2, 5, 6, and 8; Addendums A1, B
☐ Profit Sharing plans	RESERVED
☐ Money Purchase plans	RESERVED

PART 1: COMPLETE THIS PART 1 FOR ALL PLAN TYPES

EMPLOYER INFORMATION

Complete all Employer Information. Items 1 through 7 in this Part 1 shall apply to each plan type.

1. Employer Name: _____

   Address: _____

   City: _____ State: _____ Zip Code: _____

   Phone: _____ Email: _____

2. The Employer named above is part of a Controlled Group or Affiliated Service Group If "Yes", complete the Controlled Group Addendum. ☐ Yes ☐ No

3. Trustee/Custodian: _____

4. Type of Business Entity (check one):

   ☐ (a) C Corp., Date of incorporation: _____ ☐ (b) S Corp., Date of incorporation: _____

   ☐ (c) Partnership ☐ (d) Sole Proprietor

   ☐ (e) Other (must be a legal entity recognized under federal income tax laws): _____

5. Employer's Taxable Year Ends: _____ (month)/_____ (day) (e.g. 12/31)

6. Employer Identification Number (EIN): _____

7. The Plan Administrator shall be:

   ☐ (a) The Employer

   ☐ (b) Other (specify name, address, phone): _____

   Default – (a)

PLAN INFORMATION

Complete all Plan Information. Items 8 through 14 in this Part 1 shall apply to each plan type.

8. Document Provider: The Entrust Group Phone: (800) 392-9653

   Address: 555 12th Street, Suite 900 | Oakland, CA 94607 E-mail: clientservices@theentrustgroup.com

9. Name of Plan: _____

10. 3-Digit Plan Number: _____

11. Business Code (see Form 5500 Instructions): _____

12. Effective Date: The Employer has completed and signed this Adoption Agreement in order to:

		Initial Effective Date	Amendment/Restatement Effective Date
☐ (a)	Establish a new plan (not earlier than the first day of current Plan Year)	_____	N/A
☐ (b)	Restate a plan previously adopted by the Employer (The restated effective date should not be earlier than the first day of the Plan Year in which the plan is restated.)	_____	_____
☐ (c)	Amend a plan previously adopted by the Employer (Amendments made, if applicable: _____)	_____	_____

☐ (d)	Merger, amendment and restatement of the _____ Plan and the _____ Plan into the _____ Plan	_____ (surviving Plan)	_____ (merger)
☐ (e)	Restatement of the _____ Plan, AND a restatement of the _____ Plan, AND a merger of the _____ Plan into the _____ Plan	_____	_____
☐ (f)	Amendment of a Plan to a wasting Trust	_____	_____
☐ (g)	If the plan contains a Cash or Deferred Arrangement (CODA), the effective date of the CODA (cannot be earlier than the first day the CODA is adopted)	_____	_____

13. This Plan shall be governed by the laws of the state or commonwealth where the Employer's (or in the case of a corporate Trustee, such Trustee's) principal place of business is located unless another state or commonwealth is specified: _____

14. Loans to Participants are available. ***Default (b)*** ☐ (a) Yes ☐ (b) No

PART 2: EZ-k PLAN PROVISIONS

15. Designated Roth Account Elections. (This item applies to "EZ-k" 401(k) plans only.)

(a) Roth Elective Deferrals are permitted. ***Default (2)*** ☐ (1) Yes ☐ (2) No

(b) If Roth Elective Deferrals are permitted, In-Plan Roth Rollovers are also permitted. ***Default (2)*** ☐ (1) Yes ☐ (2) No

PART 3: 16. RESERVED

PART 4: 17. RESERVED

PART 5: COMPLETE THIS PART 5 FOR ALL PLAN TYPES

18. Overriding Language For Multiple Plans

(a) If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a Participant or could become a Participant, the Employer must complete this section. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, other than a Pre-Approved plan:

☐ (1) The provisions of Section 6.02 of Article VI will apply as if the other plan were a Pre-Approved plan.

☐ (2) Provide the method under which the plans will limit total annual additions to the maximum permissible amount, and will properly reduce any excess amounts, in a manner that precludes employer discretion: _____

(b) The Employer wishes to add overriding language to satisfy section 416 in the case of required aggregation under multiple plans:

☐ (1) No

☐ (2) Yes (Employer must attach overriding language, if elected): _____

(c) If (b)(2) above is elected, complete the following

☐ (1) Interest Rate: _____; Mortality Table: _____; or

☐ (2) The interest rate and mortality table specified to determine "present value" for top-heavy purposes in the defined benefit plan.

RELIANCE ON OPINION LETTER

The adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under § 401 of the Internal Revenue Code except to the extent provided in Rev. Proc. 2017-41.

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

If the Employer who adopts or maintains multiple plans wishes to obtain reliance with respect to the requirements of § 415 and 416, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

The Employer may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to the Plan or in Rev. Proc. 2017-41.

This Adoption Agreement may be used only in conjunction with basic Plan Document #01.

The Provider will inform the adopting Employer of any amendments it makes to the Plan or of its discontinuance or abandonment of the Plan.

NOTICE: Failure to properly complete this Adoption Agreement may result in disqualification of the Plan. The Employer's tax advisor should review the Plan and this Adoption Agreement prior to the Employer adopting such Plan.

The Provider will prepare two separate Adoption Agreements for the Employer's signature where such Employer is adopting both a Profit Sharing Plan and a Money Purchase Plan.

The adopting Employer must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatement of the Plan, a new Adoption Agreement must be completed.

SIGNATURES

Name of Employer: _____

Authorized Signature: _____ Date: _____

Print Name/Title of Signer: _____

PART 6: PLAN DEFAULTS FOR EZ-k 401(k) PROFIT-SHARING PLAN

1.	The Plan Year shall be the calendar year.
2.	The Limitation Year shall be the calendar year.
3.	The Valuation Date shall be the last day of the Plan Year and such other dates as may be directed by the Plan Administrator determined on a nondiscriminatory basis.
4.	Employees who have attained the age of 21 and have completed 1 Year of Service are eligible to participate in the Plan. However, these eligibility requirements shall be waived for employees employed on the effective date of the Plan.
5.	All Employees shall be eligible except the following: All Employees included in a unit of Employees covered by a collective bargaining agreement as described in Section 14.08 of the Plan; Employees who are nonresident aliens as described in Section 14.25 of the Plan; and Employees who become Employees as the result of a "§410(b)(6)(C) transaction", as described in section 14.01 of the Plan.
6.	Service under the Plan shall be computed on the basis of actual hours for which an Employee is paid or entitled to payment. A Year of Service shall mean a 12-consecutive month period during which an Employee completes at least 1,000 Hours of Service. A Break in Service shall mean a 12-consecutive month period during which an Employee does not complete more than 500 Hours of Service. Once eligible, contributions will be allocated to the plan of each Participant regardless of the number of hours of service completed in a Plan Year. The contribution is not dependent on the Participant being employed on the last day of the Plan Year.
7.	Entry Date for an eligible Employee who has completed the eligibility requirements will be the 1st day of the first month or the first day of the 7th month of the Plan Year after the Employee satisfies the eligibility requirements.
8.	Employer Nonelective and Matching Contributions shall be made at the discretion of the Employer on a nondiscriminatory basis. **Note**: If a discretionary Matching Contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to allocate a Matching Contribution to Participants) and the Employer makes a discretionary Matching Contribution to the Plan, the Employer must provide the Plan Administrator (or Trustee, if applicable), written instructions describing (1) how the discretionary Matching Contribution formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the discretionary Matching Contribution formula applies, and (3) if applicable, a description of each business location or business classification subject to separate discretionary Matching Contribution allocation formulas. Such instructions must be provided no later than the date on which the discretionary Matching Contribution is made to the Plan. A summary of these instructions must be communicated to Participants who receive discretionary Matching Contributions. The summary must be communicated to Participants no later than 60 days following the date on which the discretionary Matching Contribution is made to the Plan.
9.	Rollover (excluding After-Tax Employee Contributions) and Transfer Contributions are permitted pursuant to Article IV of the Plan.
10.	Employee Nondeductible/After-Tax Contributions are permitted.
11.	Elective Deferrals are permitted up to the maximum permitted under section 402(g) of the Code. Each Participant shall have an effective opportunity to make or change and election to make Elective Deferrals (including Designated Roth Contributions) at least once each Plan Year.
12.	Catch-up Contributions are permitted.
13.	Safe Harbor 401(k) provisions do not apply. If applicable, Prior Year Testing shall apply pursuant to Section 15.05 of the Plan.
14.	Vesting for all contributions under the Plan shall be full and immediate.
15.	Compensation for any Participant shall be the 415 safe harbor definition as described in Section 14.39 of the Plan. Such Compensation includes such amounts that are actually paid to the Participant during the Plan Year and includes employer contributions made pursuant to a salary reduction agreement which are not includible in the gross income of the Employee under sections 125, 132(f)(4), 402(e)(3), 401(k), governmental 457(b), or 402(h)(1)(B) of the Code. Amounts received by an Employee pursuant to a nonqualified unfunded deferred compensation plan shall be considered Compensation in the year the amounts are actually received. Such amounts may be considered Compensation only to the extent includible in gross income.
16.	In-service distributions are available. Once an Employee has participated in the plan for 60 months, all employer contributions are available for withdrawal. Prior to the 60-month period, Employees may withdraw all employer contributions, which have been in the Plan for a period of 24 months or apply for a hardship distribution. In-Service distributions from all employer contributions are available upon the Participant's attainment of age 55. Elective Deferrals are available for distribution upon attainment of age 59 1/2 or due to financial hardship. Rollover plan is available at any time. If In-Plan Roth Rollovers are permitted, all in-service distribution provision shall apply.
17.	A Participant may not elect benefits in the form of a life annuity. All other forms of benefit payments are available. Benefits are available to the Participant on such Participant's termination of employment or upon Disability.
18.	The Plan is designed to operate as if it were Top-Heavy at all times.
19.	The Normal Retirement Age under the Plan shall be age 55.
20.	The Required Beginning Date of a Participant with respect to a Plan is the April 1 of the calendar year following the calendar year in which the Participant attains age 70½, except that benefit distributions to a Participant (other than a 5percent owner) with respect to benefits accrued after the later of the adoption or effective date of the amendment to the Plan must commence by the later of the April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or retires.
21.	Investments shall be determined pursuant to the separate Trust Agreement. The Trustee may develop any investment policy necessary.

PART 7: RESERVED

PART 8: ADOPTION AGREEMENT ADDENDUMS

ADDENDUM A: RESTATEMENT EFFECTIVE DATES

NOTE: IF THIS PLAN IS NOT A RESTATEMENT OF ANY EXISTING PLAN, THIS ADDENDUM DOES NOT APPLY.

1. EZ-K 401(K) PLAN

Provision		Effective Date
☐	(a) The eligibility requirements under Plan Defaults	_____
☐	(b) The Employer contribution provisions under Plan Defaults	_____
☐	(c) The Vesting Formula under Plan Defaults	_____
☐	(d) In-Service Distributions under Plan Defaults	_____
☐	(e) Definition of Required Beginning Date under Plan Defaults	_____
☐	(f) Amended to include ☐ Traditional 401(k); ☐ Designated Roth provisions	_____
☐	(g) Enter Provision and Item Number, if applicable: _____	_____
☐	(h) Enter Provision and Item Number, if applicable: _____	_____
☐	(i) Enter Provision and Item Number, if applicable: _____	_____
☐	(j) Enter Provision and Item Number, if applicable: _____	_____

☐ If this box is checked, the following protected benefits from another plan must be incorporated into the provisions of this Plan: _____

2. RESERVED

Note: If a 411(d)(6) protected benefit in the Plan or a plan being merged into the Plan is not either (1) available as a provision through the Pre-Approved Plan or (2) the subject of a prior determination, advisory or opinion letter, the Employer cannot rely on the Pre-Approved Plan Provider's opinion letter for qualification with respect to such benefit. If a 411(d)(6) protected benefit in the Plan or a plan being merged into the Plan is not permitted in a pre-approved plan, as described in Section 6.03 of Revenue Procedure 2017-41, such provision must be discontinued no later than the date the Employer adopts this Pre-Approved Plan or, in the case of a merger, the merger date and shall apply only to the extent required under Code Section 411(d)(6).

ADDENDUM B: CONTROLLED GROUP SCHEDULE

Schedule of Affiliated Service Group Companies and Commonly Controlled Employers

The Employer that adopts this Plan includes all members of a controlled group of corporations (as defined in section 414(b) of the Code as modified by section 415(h)), all commonly controlled trades or businesses (as defined in section 414(c) as modified by section 415(h)) or affiliated service groups (as defined in section 414(m)) of which the adopting employer is a part, and any other entity required to be aggregated with the Employer pursuant to regulations under section 414(o) of the Code.

Failure to include all Employers under common control in this Adoption Agreement may violate the provisions of Internal Revenue Code section 410 and other sections of the IRC with respect to plan qualification.

Name of Adopting Employer: _____

Address of Adopting Employer: _____

The above-named Adopting Employer, together with the below-listed entities, is defined as a:

☐ Controlled Group ☐ Affiliated Service Group

List all "affiliated" employers with the above listed Employer.

	Name	Address	Employer ID #
1.			
2.			
3.			
4.			
5.			
6.			
7.			