

# Plan Services Agreement



Great American Plan Administrators<sup>®</sup>, Inc.  
P.O. Box 60  
Cincinnati, OH 45201-0060  
(800) 695.1471 (*Toll Free*)  
(513) 412.8645 (*Local*)  
(513) 357.3199 (*Fax*)  
[www.gapladata.com](http://www.gapladata.com)

The Plan Services Agreement serves as the contract between Great American Plan Administrators and the Employer. Outlined in the agreement are the services we provide, and our processes and procedures regarding those services.

## Plan Administration & Compliance Contact:

Primary Contact Name		Title
Employer or Plan Sponsor Name		Tax ID Number
Primary Address		
City	State	ZIP
Phone Number	Fax Number	
E-mail Address		

## Payroll or Remittance Contact:

Payroll Contact Name		
Payroll Address		
City	State	ZIP
Phone Number	Fax Number	
E-mail Address		

## Agreement

This Plan Services Agreement (“**Agreement**”) is made and entered by and between the employer identified on page 1 of the Plan Services Agreement (“**Employer**”) and Great American Plan Administrators, Inc., an Ohio Corporation (“**GA Plan**”).

**Whereas**, GA Plan will provide the following plan administration services for the Employer identified on page 1 of the Plan Services Agreement (select one or both):

- Common Remitting Services**, as defined in section 2.1 below
  - 403 (b)**    **457**
- General Plan Administration Service**, as defined in section 2.2 below. 403(b) administration services will become effective as required by law on January 1, 2009.
  - 403 (b)**    **457**

## Article I - Employer Responsibilities and Agreements

### 1.1 Employer

- (a) The Employer certifies that it is eligible to sponsor the Plan.
- (b) The Employer agrees to notify GA Plan of all other entities that are considered to be part of a controlled group with the Employer for purposes of administering the plan, and of the existence of all other qualified retirement plans sponsored by the Employer that must be taken into account when determining contribution and loan limits.
- (c) The Employer shall determine which providers of annuity contracts, custodial accounts, mutual funds, or other investments (“Vendors”) may receive funds that are held under the Plan.
- (d) The Employer shall provide GA Plan with a list of such approved Vendors, or shall notify GA Plan that all legally approved Vendors may be used, and shall promptly update such list or notice in the event of any change.
- (e) The Employer shall use its best efforts to ensure that each Vendor under the Plan will cooperate with GA Plan to the extent necessary for GA Plan to fulfill its obligations under Article II. To the extent permitted by the law of the Employer’s state, the Employer will require such cooperation as a condition for being a Vendor under the Plan.

### 1.2 Plan Documents:

- (a) The Employer shall provide GA Plan with a copy of the current Plan document, if any and any other plan descriptions, policies, procedures, standardized salary reduction agreements, or other documents under which the Plan is maintained and administered.
- (b) The Employer shall promptly notify GA Plan of any changes in the Plan document or other documents under which the Plan is maintained or administered.

### 1.3 Plan Participants

- (a) The Employer shall determine which of its employees are

eligible to participate in the Plan, and the effective date of participation, and the date on which such employee ceases to be an active participant in the Plan.

- (b) The Employer shall notify each employee of the availability of the Plan when such employee first becomes eligible to participate in the Plan, and provide the employee with a written description of the Plan and its benefits, and any other notification as required by law.
- (c) The Employer shall forward to GA Plan information on existing Plan participants, including each participant’s name, Social Security number, date of birth, date of hire, deferral amount, and allocations.
- (d) The Employer shall promptly forward such information for each new Plan participant to GA Plan, and will promptly notify GA Plan of any change in information for an existing Plan participant, including the termination of an employee or former employee’s active participation in the Plan.

### 1.4 Contributions:

The Employer shall forward participant deferrals within the time limitations imposed by applicable Federal and/or state law.

### 1.5 Other Information

- (a) The Employer shall ensure that GA Plan has access to information it needs to perform the services indicated in Article II of this Service Agreement. If the Employer or a Plan trustee is not the owner of the annuity contracts or custodial accounts that receive funds under the Plan, then the Employer shall include in all salary reduction agreements made under the Plan a provision under which the participant gives permission to the Employer and its agents to access information on such annuity contracts or custodial accounts of the participant. The Employer hereby appoints GA Plan or its affiliates as its agent for purposes of accessing such information.
- (b) The Employer shall provide a copy to GA Plan of any notices or other written communications to the Employer from the IRS or other governmental agency, or any opinion from the Employer’s legal counsel, related to the maintenance and administration of the Plan.
- (c) The Employer shall provide a copy to GA Plan of any election or other written communications to the Employer from any employee, participant, or beneficiary that affects the services performed by GA Plan under Article II of this Service Agreement.
- (d) The Employer shall provide a copy to GA Plan of any legal complaint or other pleading in any court or administrative proceeding related to the maintenance or administration of the Plan.

### 1.6 Fees

For services under this Agreement, the Employer shall pay GA Plan the fees set forth in Schedule A. GA Plan may amend Schedule A from time to time upon a 90-day written notice to the Employer.

## Article II - GA Plan Responsibilities and Agreements

### 2.1 Common Remitter Services

GA Plan shall provide common remitting services directly or through an affiliate, Great American Advisors, Inc. ("GAA"), a registered broker-dealer and Member Financial Institution Regulatory Authority (FINRA). GA Plan and/or GAA will serve as a common remitter for Plan contributions, receiving funds directly from the Employer and disbursing such funds in accordance with the participant's allocation to the Vendor in the manner that such Vendor may designate.

### 2.2 General Plan Administration Services

#### (a) Plan Document Services

Upon request, GA Plan shall make available a draft plan document ("**Document**") that may be adopted by the Plan. GA Plan shall notify the Employer of changes in the law or regulations that may require the Plan document to be revised.

#### (b) Contribution Limit Monitoring Services

GA Plan shall monitor contribution limits under the Plan. GA Plan shall monitor the limits under IRC Sections 402(g), 402(g)(7), 414(v), 415(c), and 457(b) as applicable to the Plan. GA Plan shall notify the Employer of any contributions in excess of these limitations. During each calendar year, GA Plan shall provide the Employer with a report showing actual contributions received for each participant for the year to date, and a projection of total contributions for each participant through the end of the year based on their current contribution rates, and indicating those participants who may exceed the applicable limits. Following each calendar year, GA Plan shall provide the Employer with a report showing actual contributions received for each participant for that year, and indicating those participants who have exceeded the applicable limits.

#### (c) Excess Contribution Services

Whenever GA Plan determines under Section 2.b that an excess contribution has been made, or whenever the Employer informs GA Plan that such an excess contribution has been made, then GA Plan shall direct the affected Vendors to distribute such excess contribution to the participant as permitted by law. Such refund of excess contributions shall be taken from the last contributions received for the year, and proportionally from the Vendors receiving such last contributions.

#### (d) Rollover Contributions to the Plan

To the extent that the Plan document limits or restricts the acceptance of rollovers or direct transfers, GA Plan shall review each request to roll over funds into the Plan, or to make a plan-to-plan direct transfer to the Plan of funds from another plan of the same tax qualification. GA Plan shall approve or deny such requests based on the Plan document and the documentation provided by the transferor.

#### (e) Loan Services

To the extent that the Plan document provides for loans, GA Plan shall review each request for a loan from the Plan, gather information from the Vendors regarding the participant's balances and other loans under the Plan, and consent to a request for a loan only to the extent that the loan is permitted by the Plan document and will not exceed the limits of IRC Section 72(p) based on such information. If there are other plans of the Employer, then GA Plan shall request information from the Employer regarding the participant's balances and loans under such other plan(s), and consent to a request for a loan only to the extent that the loan is permitted by the Plan document and will not exceed the limits of IRC Section 72(p) based on such additional information. GA Plan shall be entitled to rely on statements from the participant regarding the existence and balances of loans from qualified plans and arrangements other than those of the Employer.

#### (f) Transfers within the Plan

To the extent that the Plan document limits or restricts the movement of Plan funds to other investments under the Plan, GA Plan shall review each request to move funds from one annuity contract, custodial account, mutual fund, or other investment under the Plan to another approved annuity contract, custodial account, mutual fund, or other investment within the Plan. GA Plan shall approve or deny such requests based upon the Plan document and the information provided by the Employer.

#### (g) Hardship Distribution Services

To the extent that the Plan document restricts distributions but allows for distributions in the event of hardship, GA Plan shall review each request for a hardship distribution. If the Plan is a 403(b) plan, GA Plan shall approve or deny such requests based on the deemed hardship rules of Treasury Regulations Section 1.401(k)-1(d)(3)(iii)(B) and (iv)(E), and shall notify the Employer that elective deferrals for the participant should be suspended for 6 months. If the Plan is a 457 plan, GA Plan shall approve or deny such requests based on the safe harbor rules for unforeseeable emergencies of Treasury Regulations Section 1.457-6(c).

#### (h) QDRO Services

To the extent that the Plan document governs the effectiveness of domestic relations orders, GA Plan shall review each domestic relations order regarding Plan benefits. GA Plan shall establish procedures for handling such orders. GA Plan shall determine whether or not the order is a qualified domestic relations order as defined in IRC Section 414(p). For orders that GA Plan determines are qualified, GA Plan shall provide directions to each Vendor regarding the division or transfer of funds. If an alternate payee requests a plan-to-plan direct transfer of funds to another plan of the same tax qualification, then GA Plan shall approve or deny such request based on the Plan document and the documentation provided by the transferee plan.

(i) Other Distributions

To the extent that the Plan document restricts distributions, GA Plan shall review each other request for a distribution that is not a hardship distribution or distribution to a QDRO alternate payee. GA Plan shall approve or deny such requests based on the Plan document and on the separation from service and age information provided by the Employer under Section 1.3 of this Agreement. If a participant requests a plan-to-plan direct transfer of funds to another plan of the same tax qualification, then GA Plan shall approve or deny such request based on the Plan document and the documentation provided by the transferee plan.

(j) Forms Services

GA Plan shall provide administrative forms for use by the Plan, including salary reduction agreements, allocation forms, and, if not provided by the approved Vendor, loan request forms and distribution request forms. GA Plan shall provide updates to the forms as required by changes in the law or regulations governing the plan.

(k) Tax and Benefit Information

GA Plan shall assemble and provide to the Employer any tax information related to the Plan as the Employer may need to file an informational return for the Plan, or to respond to an audit request from the IRS or U.S. Department of Labor, within a reasonable time of the written request from the Employer that specifies the exact information needed. GA Plan is not responsible for preparing or filing any such informational returns. GA Plan is not responsible for preparing, filing, or reviewing tax information returns filed by the Employer with respect to elective deferrals into the Plan. GA Plan is not responsible for preparing, filing, or reviewing tax information returns filed by the Vendors with respect to distributions from the Plan.

(l) Appeals

In the event that a participant files an appeal with GA Plan over any determination made by GA Plan with respect to the Plan, GA Plan shall promptly refer such appeal to the Employer for a final determination, together with background information on such determination. GA Plan shall not be responsible for ruling on appeals.

(m) Confidentiality

GA Plan shall treat as confidential all business information obtained or generated in the performance of services under this Agreement. GA Plan shall not disclose such information without the Employer's prior written consent except to the extent that (a) disclosure is required by applicable law, rule, regulation, ordinance, code, standard, or court order and, if so, advance notice of intent to disclose is given to the Employer; or (b) the information is or becomes available to the public in general where such dissemination does not arise or indirectly from GA Plan's breach of its obligation of confidentiality or

(c) disclosure of information related to an individual participant is provided to such participant or to a third party upon such participant's request or consent, or is required by law, rule, regulations, ordinance, code, standard, or court order.

(n) Advertising

GA Plan shall not use the Employer's name or any reference to the Employer in any type of advertising material without the prior written consent of the Employer.

## Article III - General Provisions

### 3.1 GA Plan is not the Plan Administrator

The services to be provided by GA Plan under this Agreement are intended to be ministerial in nature, and GA Plan shall have no discretion regarding the administration of the Plan. GA Plan is not the administrator of the Plan, an investment manager of the Plan, or other discretionary fiduciary of the Plan. Its role is limited to the performance of the administrative duties described in this Agreement. The Employer or its designate shall be the administrator of the Plan, and shall rule on appeals and make any discretionary decisions.

### 3.2 Plan Document

This Agreement is contingent upon GA Plan's review of the Plan document. GA Plan may rescind this Agreement within thirty (30) days of the date a Plan document is provided to it if GA Plan determines, in its sole discretion, that the Plan document will be too difficult for it to administer properly. For purposes of this Agreement, all references to the Plan document are restricted to those documents that govern the Plan as a whole, and not to any individual annuity contracts, custodial accounts, mutual fund documents, or other investment documentation maintained by a Vendor. GA Plan is not responsible for compliance with the terms of any Plan document that has not been provided to GA Plan in advance of the date that GA Plan is to act.

### 3.3 Reliance

GA Plan shall be entitled to rely on information provided to it by the Employer and by any Vendors of annuity contracts, custodial accounts, mutual funds, or other investments under the Plan.

### 3.4 Indemnification

GA Plan shall indemnify, defend and hold harmless the Employer from and against all claims, damages, losses, judgments and expenses, including but not limited to reasonable attorney fees, to the extent caused by GA Plan's negligent performance of services under this Agreement. The extent that the claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney fees, are caused by the Employer's negligence, the Employer shall fully indemnify, defend and hold harmless GA Plan. If the claims, damages, losses, judgments and expenses, including but not limited to reasonable attorney fees, are the result of the

negligence of both the Employer and GA Plan, the Employer and GA Plan shall be liable to the extent of degree of their respective negligence, as determined by mutual agreement of the Employer and GA Plan or, in the absence thereof, by adjudication of comparative negligence.

### 3.5 Force Majeure

Except for the obligation to make payment for services performed pursuant to this Agreement, any delay in or failure of performance by either party shall not constitute a default under this Agreement nor give rise to any claim for damage, cost or expense if and to the extent such delay or failure is caused by an occurrence beyond the control of the delayed or non-performing party. Notwithstanding the foregoing, a party which is delayed in or prevented from performing for any reason shall promptly notify the other party in writing of the reason for the nonperformance, and shall take reasonable steps to minimize the adverse impact of the delay or nonperformance.

### 3.6 Assignment

Neither GA Plan nor the Employer shall assign any interest in this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld, delayed or conditioned.

### 3.7 Termination

Either party may terminate this Agreement at any time so long as the other party receives a minimum of 30 days written notice prior to the termination date. The amount due and payable to GA Plan under this Agreement for services rendered up to the effective date of termination shall represent the complete and final payment, which is due.

### 3.8 Employer's Duty to Notify Departments of Insurance

If required by applicable laws, rules or regulations, the Employer shall provide the Director of the Department of Insurance or such other appropriate regulatory official with at least 15 days written notice of termination, cancellation or any other change in this Agreement.

### 3.9 Notices

All notices required or permitted under this Agreement shall be in writing and served either personally or by certified mail, return receipt requested. All notices shall be effective upon receipt. Notices for the Employer shall be sent to the address

on page 1 of the Plan Services Agreement. Notices for GA Plan should be sent to Great American Plan Administrators, 525 Vine Street, 7th Floor, Cincinnati OH 45202.

### 3.10 Miscellaneous

- (a) The parties agree and intend that this Agreement shall be for the sole and exclusive benefit of the parties to this Agreement, and that no rights, benefits or causes of action in favor of, obligations to, or contractual relationship with, any entity or person not a party to this Agreement, arise in connection with the execution of this Agreement or the performance of the obligations provided herein. The rights and remedies contained herein are in addition to any other rights or remedies the parties may have at law or in equity. The failure of, or delay on the part of, either party to insist upon strict performance of any term of this Agreement shall not be deemed a waiver of any rights or remedies that such party may have for any subsequent breach, default or non-performance. Either party's rights and remedies shall not be affected by any previous waiver or course of dealing.
- (b) This Agreement constitutes the entire agreement of the parties pertaining to the subject matter contained herein and supersedes all prior agreements and negotiations, whether written or oral. No supplement, modification or amendment to, or waiver of, this Agreement shall be binding unless set forth in a writing, which expressly refers to this Agreement and is signed by all parties hereto.
- (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- (d) This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- (e) This Agreement shall be construed and enforced in accordance with the laws of the State of OHIO.

## Article IV - Effective Date

Subject to Section 3.2, this Agreement shall take effect: (choose one)

- On the date of execution
- On \_\_\_\_\_ (insert date)

403(b) administration services will become effective as required by law on January 1, 2009.

Acknowledgement		In Witness Whereof, the parties have caused this Agreement to be executed by their respective officers, thereunto duly authorized, on the date first above written.	
Service Provider	Great American Plan Administrators	Employer	
Authorized Signature		Authorized Signature	
Print Name	Lana K. Woodring	Print Name	
Title	Senior Vice President	Title	
	Date		Date

# Plan Services Agreement

## Schedule A – Fee Schedule

GA Plan will provide service described in Article II of the Agreement to the Employer in exchange for the following fees:

**Fee Waived**

# 403(b) Plan Document Worksheet



Great American Plan Administrators<sup>®</sup>, Inc.  
P.O. Box 60  
Cincinnati, OH 45201-0060  
(800) 695.1471 (Toll Free)  
(513) 412.8645 (Local)  
(513) 357.3199 (Fax)  
[www.gaplandata.com](http://www.gaplandata.com)

The 403(b) Plan Document Worksheet outlines the options of a 430(b) plan. Great American Plan Administrators will use this information to create a 403(b) plan document for Employer approval.

Plan Sponsor Name \_\_\_\_\_

Who should we contact regarding the setup of your billing and remittance?

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

Phone/Email \_\_\_\_\_

## Eligibility

The Employer has the ability to exclude certain employees from participating in the Plan. Please select one of the following options regarding eligible employees in the Plan:

- No exclusions. All employees are eligible to participate in the Plan.
- Student teachers excluded. Any employee who is a student teacher is not eligible to participate in the Plan.
- Certain part-time employees excluded. Any employee who normally works less than 20 hours per week and less than 1000 hours per any 12-month period is not eligible to participate in the Plan.

## Automatic Enrollment

The Employer has the ability to permit or prohibit automatic enrollments in the Plan. Please select one of the following options regarding automatic enrollment into the Plan:

- No automatic enrollment. A new employee will not be automatically enrolled in the Plan, but must make an affirmative election to enroll in the plan and make contributions.
- Automatic enrollment. A new employee is automatically enrolled in the Plan at the time the employee is hired, and is treated as having elected to have his or her Compensation reduced by \_\_\_\_\_%, with contributions to be made to the funding vehicle or vehicles selected by the Employer, unless the new employee acts to make a different election.

## Roth 403(b) Contributions

The Employer has the ability to permit or prohibit Roth 403(b) contributions. Roth 403(b) contributions are post-tax contributions made by the employee. The Employer's payroll system must be able to distinguish between traditional pre-tax 403(b) contributions and Roth post-tax 403(b) contributions. The Employer must separately identify all Roth 403(b) contributions when remitted. Please select one of the following options regarding Roth 403(b) contributions in the Plan:

- No Roth 403(b) contributions or Roth 403(b) rollovers permitted.
- Roth 403(b) contributions and Roth 403(b) rollovers permitted.

# 403(b) Plan Document Worksheet cont'd

## Loans

The Employer has the ability to permit or prohibit loans in the Plan. The decision to prohibit loans in the 403(b) Plan Document supersedes any loan provisions of the individual funding vehicles held by employees. Please select one of the following options regarding loans in the Plan:

- No Loans Permitted.
- Loans Permitted.

## Valuation Date

The Employer has the ability to choose the valuation date in the Plan. The valuation date is used in the determination of the maximum loan amount available to a participant. A participant's account is valued on the valuation date immediately proceeding the date on which the loan is approved. Please select one of the following options regarding the valuation date in the Plan:

- Each business day.
- The last day of the calendar month.
- The last day of the calendar quarter.
- Each December 31st

## Hardship Withdrawals

The Employer has the ability to permit or prohibit hardship withdrawals from the Plan. The decision to prohibit hardship withdrawals supersedes any hardship withdrawal provisions of the individual funding vehicles held by employees. Please select one of the following options regarding hardship withdrawals from the Plan:

- No hardships withdrawals permitted.
- Hardship withdrawals permitted.

## 403(b) Vendors & Products

Vendor and product lists must be maintained under the 403(b) Plan Document. The vendor information will include both approved vendors that are currently eligible to receive salary deferrals, and former vendors who are no longer receiving salary deferrals but may be in possession of Plan assets. Approved vendors will also be required to provide information regarding the products that will be made available to the staff of the Employer. Please return the appropriate vendor list as described below with this worksheet. Please provide vendors' full names and addresses.

Vendor list should include:

Current:

- A list of each vendor currently eligible to receive salary deferrals. They will continue to be eligible after January 1, 2009.
- A list of each vendor currently eligible to receive salary deferrals, but will not be eligible after January 1, 2009.

Past (separate list):

- A list of any vendor that received salary deferrals within the last five years, but is no longer eligible.
- Check this box if you do not have vendors that fit the description above.

*Note: If we are already actively handling your common remitting, we will automatically include those vendors to which we are currently remitting. If you have changes to the current list, please provide as directed above.*

# 457 Plan Document and Loan Policy Worksheet



Great American Plan Administrators<sup>®</sup>, Inc.  
P.O. Box 60  
Cincinnati, OH 45201-0060  
(800) 695.1471 (Toll Free)  
(513) 412.8645 (Local)  
(513) 357.3199 (Fax)  
www.gaplandata.com

The 457 Plan Document and Loan Policy Worksheet allows the Employer to make selections concerning the provisions of the 457 Plan Document. Great American Plan Administrators will use this information to create a 457 Plan document and Loan Policy for Employer's approval.

Plan Sponsor Name \_\_\_\_\_

Who should we contact regarding the setup of your billing and remittance?

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

Phone/Email \_\_\_\_\_

## Type of Plan

- Governmental Eligible 457 Plan.
- Tax-Exempt Organization Eligible 457 Plan.

## Employees Excluded from Participating

Choose one or more of the following options:

- No exclusions.
- Part-time Employees. Defined as Employees who normally work less than \_\_\_\_\_ hours per week.
- Hourly paid Employees.
- Top-Hat. Defined as a select group of management or highly compensated employees as would constitute a "top-hat" group within the meaning of Title I of ERISA.
- Leased Employees.
- Other specification: \_\_\_\_\_

*Note: A Tax-Exempt Organization must elect Top-Hat or in specify top-hat group participants by name, title or otherwise.*

## Eligibility of Independent Contractors to Participate

Choose one or more of the following options:

- Eligible to participate.
- Not eligible to participate.
- Specified Independent Contractors may participate if they meet the following criteria: \_\_\_\_\_

*Note: If the Employer elects to permit any or all Independent Contractors to participate in the Plan, the term Employee as used in the Plan includes such participating Independent Contractors.*

## Compensation Eligible for Salary Reduction

Compensation for purposes of allocation of Salary Reduction Contributions means W-2 wages (including Elective Contributions). Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as specified below:

- No modifications to definition.
- Exclude Fringe Benefits. This includes reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.
- Exclude Elective Contributions.
- Exclude Bonuses.
- Exclude Overtime.
- Other specification: \_\_\_\_\_

## Plan Year

- Plan Year means the 12-consecutive month period (except for a short Plan Year) ending every
  - December 31.
  - Other: \_\_\_\_\_
- Short Plan Year: commencing on: \_\_\_\_\_ and ending on \_\_\_\_\_

## Effective Date

- New Plan. The Effective Date of the Plan is \_\_\_\_\_
- Restated Plan. The restated Effective Date is \_\_\_\_\_
- Special Effective Dates. The following special Effective Dates apply \_\_\_\_\_

## Normal Retirement Age

- When the Participant attains age \_\_\_\_\_
- Participant designation. May not be earlier than age \_\_\_\_\_ and may not be later than age \_\_\_\_\_ (no later than 70½).
- Police/firefighters.
  - When the Participant attains age \_\_\_\_\_
  - When the Participant attains the age the Participant designates, which may not be earlier than age \_\_\_\_\_ (no earlier than age 40) and may not be later than age (no later than 70½).

## Eligibility

- No eligibility conditions. Eligible to participate in the Plan as of his/her first day of employment.
- Attainment of age \_\_\_\_\_
- One year of Continuous Service.
- After \_\_\_\_\_ months of Continuous Service.
- Other specification: \_\_\_\_\_

## Plan Entry Date

- Monthly.
- Annually.
- Date of hire.
- Other specification: \_\_\_\_\_

## Salary Contributions *(based on a payroll basis unless otherwise specified)*

- No limitations.
- Maximum deferral amount: \_\_\_\_\_
- Minimum deferral amount: \_\_\_\_\_
- Other specification: \_\_\_\_\_

## Age 50 Catch-up Contributions

- Permitted (only available for Governmental 457 Plans).
- Not Permitted.

## Sick, Vacation and Back Pay Contributions

- Permitted (only available for Governmental 457 Plans).
- Not Permitted.

## Automatic Enrollment

- The Employer as a Salary Reduction Contribution will withhold \_\_\_\_\_% from each Participant's Compensation unless the Participant elects a lesser percentage (including zero) under his/her Salary Reduction Agreement.
  - All Participants. All Participants who as of \_\_\_\_\_ are not making Salary Reduction Contributions at least equal to the automatic amount.
  - New Participants. Each Employee whose Plan Entry Date is on or following: \_\_\_\_\_
- Does not apply.

## Payment of Benefits

- Starts \_\_\_\_\_ days after the Participant's severance from employment.
- Immediately following severance from employment.

*Note: In a Tax-Exempt Organization 457 Plan, the Employer may wish to designate a specific payment date. This date will be the date upon which a Participant's Deferred Compensation is "made available" and therefore becomes taxable to the Participant, absent a proper Participant election to defer payment.*

- Designated Plan Year. As soon as administratively practicable in the \_\_\_\_\_ Plan Year beginning after the Participant's Severance from Employment.
- Normal Retirement Age. As soon as administratively practicable after the close of the Plan Year in which the Participant attains Normal Retirement Age.
- Other specification: \_\_\_\_\_

## Method of Payment

The Plan, in the absence of a permissible Participant election of an alternative method, will distribute the Account under one of the following method(s) of distribution (choose one or more):

- Lump sum. A single payment.
- Installments. Multiple payments made as follows: \_\_\_\_\_
- Installments for required minimum distributions only.
- Annuity distribution option(s): \_\_\_\_\_
- Other specification: \_\_\_\_\_

## Participant Election to Postpone Distribution

- Permitted.
- Not Permitted.
- Other specification: \_\_\_\_\_

## Required Minimum Distributions

- Five-year rule. *If a Participant with a designated Beneficiary dies before the required beginning date, the Plan will distribute the Participant's Account by December 31 of the calendar year containing the fifth anniversary of the Participant's death.*
- Participant election. *A Participant or designated Beneficiary, on an individual basis in accordance with applicable Treasury regulations, may elect whether to apply the five-year rule or the life expectancy rule to the distribution of a deceased Participant's Account.*
- Effective date. *The required minimum distribution provisions of Section 4.03 apply commencing in 2003, or if later, on the Plan's Effective Date. Special designated Beneficiary election. A designated Beneficiary who is receiving payments under the five-year rule on or before December 31, 2002, may elect the life expectancy rule, in accordance with applicable Treasury regulations.*

*Note: An Employer need not elect any of above. These elections override certain "default" Plan provisions.*

## Distributions Prior to Severance from Employment

- None.
- Unforeseeable emergency.
- De minimis exception. *If the Participant: (i) has an Account that does not exceed \$5,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this de minimis exception, then:*
  - Participant may elect to receive all or a portion of his/her Account.
  - Mandatory distribution by Employer.
  - Hybrid. The Plan Administrator will distribute a Participant's Account that does not exceed \$ \_\_\_\_\_ and the Participant may elect to receive all or any portion of his/her Account that exceeds \$ \_\_\_\_\_ but that does not exceed \$5,000.
- Age 70½.
- Distribution of Rollover Contributions. A Participant may elect:
  - Distribution without restrictions.
  - No distribution.
  - Other specification: \_\_\_\_\_

*Note: An Employer in an Eligible 457 Plan need not permit any in-service distributions. In an Eligible 457 Plan, any election must comply with the distribution restrictions of Code §457(d).*

## Qualified Domestic Relations Order (QDRO)

- Apply.
- Do not apply.
- Other specification: \_\_\_\_\_

## Method for Allocating Net Income, Gain or Loss

- Account Earnings credited to each Account, including Trust earnings if applicable.
- The Plan credits to each Account interest at the rate of \_\_\_\_\_ % per annum.
- Other specification: \_\_\_\_\_

## Vesting of Participant's Deferral Contributions

Note: If a Participant incurs a Severance from Employment before the specified events or conditions, the Plan will forfeit the Participant's Account.

- Immediately Vested 100% Vested.
- Forfeiture under Vesting Schedule. Vested according to the following vesting schedule:

\*For this purpose, a "Year of Service" means: \_\_\_\_\_

Years of Service*	Vested Percentage

- Substantial Risk of Forfeiture. Vested only when the Participant has satisfied the following:
  - The Participant must remain employed by the Employer until \_\_\_\_\_, unless earlier Severance from Employment occurs on account of death or disability, as the Plan Administrator shall establish.
  - Other specification: \_\_\_\_\_
  - Other specification: \_\_\_\_\_

## Forfeiture Allocation *(No specification necessary if selected Immediately Vested 100% above)*

- Reversion. As a reversion to the Employer. Note: Not available in a Governmental Eligible 457 Plan.
- Additional Contributions. As the following contribution type (choose one):
  - Nonelective.
  - Matching.
- Reduce Fixed Contributions. To reduce the following fixed contribution (choose one):
  - Nonelective.
  - Matching.
  - Other specification: \_\_\_\_\_

## Modification or Substitution of Trust

- Discretionary/Non-discretionary Trustee (choose one):
  - Discretionary Trustee. The Trustee is a discretionary Trustee.
  - Nondiscretionary Trustee. The Trustee is a non-discretionary Trustee.
- Substitution. The Employer replaces the Trust with a Trust Agreement.

## Custodial Account/Annuity Contract

The Employer will hold all or part of the Deferred Compensation in one or more custodial accounts or annuity contracts that satisfy the requirements of Code §457(g) (Choose one or more as applicable):

- Custodial account(s).
- Annuity contract(s).
- Other Specification: \_\_\_\_\_

Note: If making other specification, The Employer may wish to identify the custodial accounts or annuity contracts or to designate a portion of the Deferred Compensation to be held in such vehicles versus held in the Trust.

## Loans

- Permitted.
  - For any reasonable purpose.
  - On any combination of the following: purchase or improvement of residence or other real estate; purchase of a vehicle; tuition and other educational expense; medical and dental expenses; or funeral expenses of a family member.
  - Other specification: \_\_\_\_\_
- Not Permitted.

## Loan Limitations *(if specified as permitted above)*

- Maximum number of outstanding loans allowed at one time \_\_\_\_\_
  - Not eligible if any outstanding loan from the Plan, or related Employer Plan is in default.
  - Not eligible if any loan from the Plan, or related Employer Plan has at any time been treated as a taxable deemed distribution.
- Plan Administrator may fix the term for repayment of a home loan for a period not to exceed \_\_\_\_\_ years.

## Loan Repayment Terms *(if specified as permitted above, choose all that apply)*

- Loan is due and payable on the date the Participant incurs a severance from employment.
- Loan repayment is not accelerated upon the Participant's severance from employment.
- Loan is due and payable upon termination of the Plan, if not directly rolled over to another plan which can accept the rollover.
- Payments suspended during separation from service due to military service.

# Appointment as Agent

## For Purpose of 403(b) Contract Information-Sharing Agreements



Great American Plan Administrators<sup>®</sup>, Inc.  
P.O. Box 60  
Cincinnati, OH 45201-0060  
(800) 695.1471 (Toll Free)  
(513) 412.8645 (Local)  
(513) 357.3199 (Fax)  
[www.gapladata.com](http://www.gapladata.com)

The Appointment as Agent grants Great American Plan Administrators the ability to manage the 403(b) information sharing requirement on behalf of the employer.

\_\_\_\_\_ (the "Employer"),  
of \_\_\_\_\_ (City, State)

maintains a tax-sheltered annuity plan (the "Plan") intended to qualify under Internal Revenue Code ("IRC") Section 403(b).

The Employer hereby appoints **GREAT AMERICAN PLAN ADMINISTRATORS, INC.** ("GA Plan") as its agent to negotiate, enter into, and amend information-sharing agreements with providers of 403(b) contracts of participants in the Plan, as GA Plan determines necessary or appropriate for such contracts to satisfy IRC Section 403(b) and other federal tax law requirements.

GA Plan is hereby authorized to negotiate, enter into, and amend such agreements on behalf of the Employer with each provider of 403(b) contracts that are eligible to receive contributions under the Plan.

In addition, GA Plan is hereby authorized to negotiate, enter into, and amend such agreements on behalf of Employer (*check one*):

- Any provider of 403(b) contracts that may be selected by a Participant to receive an exchange, without limitation.
- Only providers of 403(b) contracts that have been designated by the Employer as eligible to receive an exchange. A current list of such issuers is attached.
- Only approved providers as reflected in the Employer's Plan Document.

For these purposes, each reference to a provider of a 403(b) contract shall include a custodian of a 403(b) custodial account under the Plan.

Further, GA Plan is hereby authorized to act on behalf of the Employer in the receipt and provision of information under such information sharing agreements, and to otherwise act on behalf of the Employer under such agreements.

This authority shall continue until such time as the Employer elects to terminate it with advance written notice to GA Plan, and shall not be revoked by lapse of time. The information sharing agreements may extend beyond the effectiveness of this Appointment of Agent, and shall not be revoked by any termination of this Appointment of Agent.

IN WITNESS WHEREOF, the Employer has caused this Appointment of Agent to be executed by its duly authorized officer.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

# Remittance Profile



Great American Plan Administrators®, Inc.  
P.O. Box 60  
Cincinnati, OH 45201-0060  
(800) 695.1471 (Toll Free)  
(513) 412.8645 (Local)  
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www.gapladata.com

The Remittance Profile provides Great American Plan Administrators with the required information and supporting documentation to create employer and employee profiles in our administrative system for common remitting (if applicable).

Plan Sponsor Name \_\_\_\_\_

Who should we contact regarding the setup of your remittance?

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

Phone/Email \_\_\_\_\_

## Remittance Information

1. What is the preferred start date for common remitting services? \_\_\_\_\_
2. How often do you plan to remit?  Weekly  Biweekly  Monthly  Twice Monthly  Other \_\_\_\_\_
3. Educational institutions requesting to suspend summer remittances:  
Suspend remittance effective \_\_\_\_\_ (MM/DD/YYYY) Resume remittances effective \_\_\_\_\_ (MM/DD/YYYY)
4. Would you like to receive a remittance reminder?  Yes  No
5. How would you like to send remittance instructions?  Mail  Web site  Fax  Encrypted e-mail
6. How would you like to send remittance payments?  Check  ACH  Wire  EFT
7. Would you like to utilize a uniform Salary Reduction Agreement?  Yes  No
8. What type(s) of money will you be remitting?  Employee funds only  Employer funds only  Employee and Employer funds
9. Provide a list of the names and addresses of the financial professionals working with the employer so that we may notify them of our role and the services we will be providing (attach copy if applicable).
10. Provide copies of vendor agreements or board resolutions regarding your plan(s) (attach copies if applicable).

## Common Remitting Information

Complete the items below **only** if GA Plan Administrators is assuming the remitting function for your existing plan.

1. Provide copies of the latest remittance documentation received from **each** vendor (attach copies).
2. Please provide us with the following information on **each** employee currently participating in your plan(s). If we are setting up more than one plan, please **identify** which remittance information is for which plan. We will assist you in transferring this information to us securely.

- ★ Name
- ★ Date of birth
- ★ Social Security number
- ★ Date of hire
- ★ Amount remitted
- ★ Selected vendor for remitting
- ★ Vendor mailing address