

401(k) Notice of Qualified Automatic Contribution Arrangement (QACA)

IMPORTANT: Carefully read and consider the following information before you decide whether to start making elective deferrals or decide to continue or change the amount of your employee 401(k) contributions. This notice references the Summary Plan Description (SPD) which summarizes important features of your plan. See your plan administrator if you need a copy of the SPD.

PLAN INFORMATION

Employer Name _____

Plan Name _____

Plan Sequence Number _____

Plan Year End (mm/dd/yyyy) _____

Plan ID Number _____

GENERAL INFORMATION

Your retirement plan allows you to elect to have contributions (called deferrals) made on your behalf to the plan in lieu of receiving the amount as cash compensation. This type of plan is commonly referred to as a 401(k) plan. In order to make saving for retirement as easy as possible, your plan includes a Qualified Automatic Contribution Arrangement (QACA) so that you may be automatically enrolled when you become eligible. If you do not enroll in the plan by the date requested by your plan administrator, the percentage of compensation listed below will be withheld from each paycheck and contributed to the plan as a deferral. The contributions described below will be determined based on the definition of compensation described in the SPD your employer has provided to you. In addition, if you do not have investment elections on file, these dollars will be invested in the plan's default investment described below. If you have questions regarding this automatic enrollment feature please contact the plan administrator listed in this notice. Your employer may amend the plan to reduce or suspend the safe harbor contributions during the plan year. If your employer amends to reduce or suspend the safe harbor contributions during the plan year, your employer will provide you a notice at least 30 days prior to the date the reduction or suspension is effective.

Making A Deferral Election

You have the right to elect to have any amount permitted under the plan withheld from your paycheck, including no amount at all. If you do not make an election, the percentage of compensation listed below will be withheld from your paycheck each pay period until you complete a salary reduction agreement and submit it by following the procedures established by your plan administrator indicating that you do not wish to have amounts withheld or you wish to increase or decrease the amount of your deferral.

You may complete a salary reduction agreement to make or change your election by _____ (specify a date at least 30 days from the delivery date of this notice). This timeframe to make or modify your salary deferral election is in addition to any other election modification periods specified below.

You may change the amount you are deferring into the plan—or stop making deferrals altogether—at the times indicated below by notifying your Plan Administrator of your desire to change your deferral rate using the method approved by your plan administrator.

You may revoke a salary reduction agreement to stop making elective deferrals by giving proper notice to the plan administrator. Your deferral will stop the first day of the next (select one):

Plan Year; Plan year or, if earlier, the first day of the seventh month of the plan year; Quarter; Month;

Other (specify): _____

You may resume your elective deferrals after revoking a salary reduction agreement. Your election will become effective the first day of the next (select one):

Plan Year; Plan year or, if earlier, the first day of the seventh month of the plan year; Quarter; Month;

Other (specify): _____

You may modify your salary reduction agreement prospectively to increase or decrease elective deferrals. Your election will become effective the first day of the next (select one):

Plan Year; Plan year or, if earlier, the first day of the seventh month of the plan year; Quarter; Month;

Other (specify): _____

AUTOMATIC COMPENSATION REDUCTION AND INCREASES

During your Initial Period of participation in the QACA you will be automatically enrolled at the deferral rate indicated in the table below. Following your Initial Period, your initial deferral rate will increase according to the table below unless you complete a salary reduction agreement specifying a different deferral rate.

The QACA rate schedule is:

Initial Rate	3%
Rate Two	4%
Rate Three	5%
Rate Four	6%
Rate Five	N/A
Rate Six	N/A
Rate Seven	N/A
Rate Eight	N/A

If your deferral rate before your enrollment into the QACA is higher than the QACA rate in the schedule above, your deferral percentage upon your enrollment in the QACA will be the rate indicated in the table.

Automatic deferrals will be contributed to the plan as pre-tax deferrals.

QACA Deferral Increase

Your Initial Period begins on the date you first participate in the QACA and ends on the last day of the plan year that starts after the date you first participate in the QACA. Your QACA deferral rate will not increase during your Initial Period.

QACA rate increases following your Initial Period, if applicable, will occur on the first day of the plan year.

The Initial Period for determining your automatic contribution will be reset if no portion of your deferral has been automatically contributed to the plan under the QACA for an entire plan year.

EXAMPLE: Your plan automatically enrolls you the first year at a deferral rate of 3% and automatically increases the deferral rate by 1% at the beginning of each year to a maximum of 6% of your compensation. After you have been automatically enrolled and deferring to the plan during the initial period at 3% (i.e., January through December for a calendar year plan), provided you have not made an affirmative election, your deferrals will be increased to 4% of your compensation. In each subsequent year your elective deferrals will be increased by 1% of your compensation to 5%, and then 6%. Once you have reached a deferral rate of 6%, your deferrals will not be automatically increased unless you make an election to increase them.

EMPLOYER CONTRIBUTION INFORMATION

QACA ADP Safe Harbor Employer Contributions

Your employer will make QACA employer contributions to all employees who are eligible.

Your employer will make a QACA ADP safe harbor matching contribution of 100% on your deferrals up to 1% of your compensation, plus your employer will make a QACA ADP safe harbor matching contribution of 50% on your deferrals that are greater than 1% but less than or equal to 6% of your compensation.

Other Contributions

In addition to the contributions identified above, you or your employer may be permitted to make additional contributions to the plan. Refer to your SPD or Summary of Material Modifications to determine if additional contributions will be made and, if so, whether you are entitled to make or receive a portion of such contributions.

VESTING

Your vested percentage in the QACA ADP safe harbor matching or nonelective contributions will be determined according to the following vesting schedule.

	YEARS OF VESTING SERVICE		
	Less than One	1	2
QACA ADP safe harbor contributions			

Your vested percentage in additional contributions, if any, will be determined according to the following vesting schedule(s).

	YEARS OF SERVICE						
	Less than One	1	2	3	4	5	6
Profit Sharing							
Match*							

*The match vesting schedule excludes QACA ADP safe harbor matching contributions but includes QACA ACP safe harbor matching contributions.

DISTRIBUTIONS

Withdrawals Under a QACA

You will be permitted to withdraw (without penalty) that portion of your deferrals that has been automatically contributed to the plan under the QACA if you are automatically enrolled in the plan.

Your election to withdraw must be made within 30 days following the payroll date that your first deferral was deducted from your paycheck and automatically contributed to the plan.

If you choose to withdraw your deferrals, your withdrawal will also consist of any earnings attributable to those deferrals. Any matching contributions made by your employer that are related to those deferrals will be forfeited.

Other Distributions Options

The distribution options specific to deferrals will also apply to the following types of contributions, if applicable: QNEC, QMAC, QACA ADP safe harbor contributions, and prevailing wage contributions designated as a QNEC.

The distribution options indicated for matching contributions will also apply to QACA ACP safe harbor contributions, if applicable.

You may generally withdraw your elective deferrals and ADP safe harbor contributions

- Upon termination of employment
- Upon attainment of age 59½
- Upon incurring a disability, as defined in the SPD
- If you were called to active duty for at least 180 days
- If you were called to active duty for at least 30 days
- Incurring a hardship, as defined in the SPD

You may generally withdraw your matching contributions or profit sharing contributions, if applicable

- Upon termination of employment
- Upon attainment of age 59½
- Upon attainment of normal retirement age*
- Upon Reaching 100% Vesting
- Upon incurring a disability, as defined in the SPD
- Incurring a hardship, as defined in the SPD

You may take a distribution of your vested account when you terminate employment after you reach normal retirement age. If you die before taking all of your assets from the plan, the remaining balance will be paid to your beneficiary.

If your plan allows you to complete direct in-plan Roth rollovers, you may take a distribution of your direct in-plan Roth rollover contributions when you can take a distribution from the account from which the direct in-plan Roth rollover originated. For example, direct in-plan Roth rollovers from your pre-tax deferrals account will be available for distribution when such pre-tax deferrals are available for distribution. Please see the tables above for further information on when the original sources of the contributions are distributable.

INVESTMENT INFORMATION

Default Investment(s)

You have the right to direct the investment of any contributions made under this arrangement. If you do not make investment elections, amounts contributed under the automatic enrollment feature of the plan will be invested in the default investment(s) listed below. The investment of any amounts contributed under the automatic enrollment feature will continue to be invested in the default fund(s) until you make an investment election. Your plan administrator will provide you with information on the plan's procedure(s) for making investment elections, including other investment alternatives available under the plan.

PLAN ADMINISTRATOR INFORMATION

If you wish to obtain additional information about the plan (including a copy of the SPD), you may contact the plan administrator at the following address or telephone number.

Name of Plan Administrator: _____

Business Address: _____

Business City: _____ State: _____ Zip: _____

Business Telephone Number: _____

ADDITIONAL INFORMATION