

Qualified Retirement Plan Termination Amendment Kit

For use with Ascensus' PPA Qualified Retirement Plan Documents

GENERAL INSTRUCTIONS

- Complete and sign the Ascensus Adoption Agreement Termination Amendment and file with your other qualified retirement plan documents.

If you have already executed an amendment for provisions contained in this Termination Amendment, please select the “Not Applicable” box at the beginning of that section. Before using these boxes, you must verify that you have executed the specified amendments. Failure to complete a section for which you have not completed an amendment may result in compliance issues. Terminated plans may still be audited by the IRS or DOL.

- Review the Ascensus Basic Plan Document Termination Amendment and file with your other qualified retirement plan documents.
- Complete the Ascensus Summary of Material Modifications, provide each participant and beneficiary a copy, and retain with your other qualified retirement plan documents.

Please read the Detailed Instructions that follow for more specific information.

DETAILED INSTRUCTIONS

Caution for Plans Past Their Prior Amendment Deadlines

This Termination Amendment is meant to be used to timely amend terminating plans for legislative, regulatory, and other qualification-related items. This Termination Amendment cannot be used to retroactively amend your terminating plan for legislative, regulatory, and qualification-related items for which your amendment deadline has passed. If your plan is out of compliance due to a failure to timely amend, the failure(s) must be corrected through the IRS' Employee Plans Compliance Resolution System (EPCRS).

Included in this Termination Amendment for which your amendment deadline may not have passed:

- In-Plan Roth Rollover Amendment (IRR) (*Optional, 401(k) only*)

Caution for Plans Who Have Not Completed Mandatory or Optional Amendments

This Termination Amendment does not contain a section for documenting either mandatory amendments for which you must have already amended or optional amendment for which you must have amended if you took advantage of those provisions. If your plan has not adopted these amendments and is out of compliance due to a failure to timely amend, the failure(s) must be corrected through the IRS' EPCRS.

Amendments in this category:

- There are currently not amendments that fall into this category.

Ascensus Adoption Agreement Termination Amendment

This amendment of the Plan (hereinafter referred to as “the Amendment”) is comprised of this Adoption Agreement Termination Amendment and the corresponding Basic Plan Document Termination Amendment. The Amendment is intended to provide good faith compliance with the requirement that a terminating plan must accurately reflect the provisions under which it is operating as of the termination date. Except as otherwise provided in the Basic Plan Document Termination Amendment, the Amendment is effective as specified in this Adoption Agreement Termination Amendment. The Amendment supersedes the existing provisions of the Plan to the extent that those provisions are inconsistent with the provisions of the Amendment.

EMPLOYER INFORMATION

Name of Plan _____

Plan Sequence Number _____ Trust Identification Number (if applicable) _____ Account Number _____

IN-PLAN ROTH ROLLOVER Complete Parts A thru D

Not Applicable. The Plan either did not adopt in-Plan Roth rollover provisions or completed a separate in-Plan Roth rollover amendment.

NOTE: If this option is selected, do not complete the remainder of this section.

Part A. In-Plan Roth Rollover

Availability of In-Plan Roth Rollover. Will a Recipient be entitled to request In-Plan Roth Rollovers (*select one*)?

Option 1: Yes.

Option 2: No.

NOTE: Option 1 may only be selected if the Plan permits the contribution of Roth Elective Deferrals. If no option is selected, Option 2 will apply. If Option 2 is selected skip the rest of this section.

Part B. Direct In-Plan Roth Rollover

1. Availability of Direct In-Plan Roth Rollover. Will a Recipient be entitled to request a Direct In-Plan Roth Rollover (*select one*)?

Option 1: Yes.

Option 2: No.

NOTE: If no option is selected, Option 2 will apply. If Option 2 is selected, skip the rest of this Part B.

a. Timing of Direct In-Plan Roth Rollover. A Recipient will be entitled to request a Direct In-Plan Roth Rollover (*select one*)

Option 1: At any time.

Option 2: When the assets in their Individual Account become distributable under the Plan provisions in place at the time of the request.

NOTE: If no option is selected, Option 1 will apply.

b. Sources Available for Direct In-Plan Roth Rollover. A Recipient may request a Direct In-Plan Roth Rollover from the following accounts (*select one*).

Option 1: The entire Individual Account that is not designated Roth.

Option 2: Only the following accounts (*select all that apply*):

Elective Deferral account.

Matching Contribution account.

Employer Profit Sharing Contribution account.

Rollover contribution account.

Transfer contribution account.

Nondeductible Employee Contribution account.

NOTE: If no option is selected, Option 1 will apply.

The election for Pre-Tax Elective Deferrals will also apply to Qualified Nonelective Contributions, Qualified Matching Contributions, ADP Test Safe Harbor Contributions, and QACA ADP Test Safe Harbor Contributions (if applicable). The election for Matching Contributions will also apply to ACP Test Safe Harbor Contributions and QACA ACP Test Safe Harbor Contributions (if applicable).

c. Vesting

Must a Recipient be 100% Vested in a contribution source to request a Direct In-Plan Roth Rollover from such source (*select one*)?

Option 1: Yes.

Option 2: No.

NOTE: If no option is selected, Option 2 will apply. If “No” is selected above, Recipients may directly rollover the Vested amounts in a contribution source even if that contribution source is not fully Vested.

d. Loans

May an outstanding loan amount be included in a Direct In-Plan Roth Rollover *(select one)*?

Option 1: Yes.

Option 2: No.

NOTE: *If no option is selected, Option 2 will apply.*

Part C. Indirect In-Plan Roth Rollover

Will the Plan accept Indirect In-Plan Roth Rollovers *(select one)*?

Option 1: Yes.

Option 2: No.

NOTE: *Option 1 may only be selected if the Plan permits the contribution and rollover in of Roth Elective Deferrals. If no option is selected, Option 2 will apply.*

Part D. Limitation

The maximum number of In-Plan Roth Rollovers a Recipient may request is *(select one)*?

Option 1: Unlimited.

Option 2: Other *(e.g. one, one per year)* _____.

NOTE: *If no option is selected, Option 1 will apply.*

EMPLOYER SIGNATURE

Signature of Employer

- 1. I acknowledge that I have relied upon my own advisers regarding the completion of the Amendment and the legal and tax implications of amending this Plan;**
- 2. I understand that my failure to properly complete the Amendment may result in disqualification of the Plan; and**
- 3. I have received a copy of the Amendment.**

Signature of Adopting Employer _____ Date Signed _____

Type Name _____ Title _____

Ascensus Basic Plan Document

Termination Amendment

This amendment of the Plan (hereinafter referred to as the “Amendment”) is comprised of this Basic Plan Document Termination Amendment and the corresponding Adoption Agreement Termination Amendment. The Amendment is intended to provide good faith compliance with the requirement that a terminating plan must accurately reflect the provisions under which it is operating as of the termination date. The Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of the Amendment.

IN-PLAN ROTH ROLLOVER

DEFINITIONS

DIRECT IN-PLAN ROTH ROLLOVER

Direct In-Plan Roth Rollover is added to the Plan as a new defined term with the following definition:

Means a Direct Rollover of all or a portion of a Recipient’s Vested Individual Account (other than Roth Elective Deferrals or Roth rollover contributions) to a Roth rollover account established for the Recipient.

INDIRECT ROLLOVER

The Plan’s definition of Indirect Rollover is modified by replacing it with the following:

Means a rollover contribution received by this Plan from an Employee that previously received a distribution from this Plan or another plan rather than having such amount directly rolled over to this Plan from the distributing plan.

INDIRECT IN-PLAN ROTH ROLLOVER

Indirect In-Plan Roth Rollover is added to the Plan as a new defined term with the following definition:

Means an Indirect Rollover of an Eligible Rollover Distribution from a Recipient’s Individual Account (other than from Roth Elective Deferrals or Roth rollover contributions) to a Roth rollover account established for the Recipient.

IN-PLAN ROTH ROLLOVER

In-Plan Roth Rollover is added to the Plan as a new defined term with the following definition:

Means any contribution made either as a Direct In-Plan Roth Rollover or an Indirect In-Plan Roth Rollover.

CONTRIBUTIONS

The Basic Plan Document section titled Contributions is modified by adding the following to the end:

IN-PLAN ROTH ROLLOVERS

- A. Eligibility** – If elected by the Adopting Employer in the Adoption Agreement Amendment, Recipients may complete Direct In-Plan Roth Rollovers. Unless otherwise elected in the Adoption Agreement Amendment, a Plan that allows Direct In-Plan Roth Rollovers will allow Direct In-Plan Roth Rollovers of all non-Roth contributions.

If elected by the Adopting Employer in the Adoption Agreement Amendment, Recipients may complete Indirect In-Plan Roth Rollovers for any Eligible Rollover Distribution from the Plan.

Unless otherwise elected in the Adoption Agreement Amendment, Recipients may complete an unlimited number of In-Plan Roth Rollovers.

- B. Separate Accounting** – Contributions and withdrawals of In-Plan Roth Rollover contributions will be credited and debited to an In-Plan Roth Rollover account maintained for each Participant. The Plan will maintain a record of the amount of In-Plan Roth Rollover contributions in each Participant’s Individual Account. Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant’s In-Plan Roth Rollover account and the Participant’s other accounts under the Plan.

No contributions other than In-Plan Roth Rollover contributions and properly attributable earnings will be credited to each Participant’s In-Plan Roth Rollover account.

- C. Distributable Events** – Unless otherwise elected in the Adoption Agreement Amendment, a Recipient may complete a Direct In-Plan Roth Rollover at any time. Unless otherwise elected in the Adoption Agreement Amendment, a Recipient does not have to be fully Vested in an eligible account to complete a Direct In-Plan Roth Rollover.

If a Recipient completes a Direct In-Plan Roth Rollover of an amount that is eligible for distribution under the Code and/or Treasury Regulations, the Plan Administrator, in a uniform and nondiscriminatory manner and as allowed under the Code and rules promulgated by the IRS, may establish operational procedures allowing a Recipient to elect to gross-up their distribution for voluntary tax withholding purposes.

Except for amounts withheld pursuant to a voluntary withholding election by the Recipient, Direct In-Plan Roth Rollovers will not be considered distributions from the Plan for the purposes of Code sections 72(p), 401(a)(11), 411(d)(6)(B)(ii) or other Code sections pursuant to rules promulgated by the IRS.

- D. Loans** – If elected by the Adopting Employer in the Adoption Agreement Amendment, a Recipient may include any outstanding loan amount attributable to an eligible account in a Direct In-Plan Roth Rollover. Loan amounts included in a Direct In-Plan Roth Rollover will continue to be subject to the Plan’s loan rules and the Plan’s loan policy. In addition, the terms of the Loan must remain the same following the Direct In-Plan Roth Rollover.

If the Participant’s Individual Account contains In-Plan Roth Rollover contributions, the specific rules governing the loan program may also designate the extent to which In-Plan Roth Rollover contributions will 1) be used to calculate the maximum amount available for a loan, or 2) be available as a source from which loan proceeds may be taken or which may be used as security for a loan. To the extent permitted by law and related regulations, the rules established by the Plan Administrator may specify the ordering rules to be applied in the event of a defaulted loan.

DISTRIBUTIONS AND LOANS TO PARTICIPANTS

The Basic Plan Document section titled Distributions and Loans to Participants is modified by adding the following to the end:

IN-PLAN ROTH ROLLOVERS

- A. Withdrawals** – Direct In-Plan Roth Rollover contributions and earnings thereon will be distributable at such time the Participant satisfies the distribution eligibility requirements of the contribution source to which the rollover is attributable. At no time will Direct In-Plan Roth Rollover contributions and earnings thereon be distributed before the asset source to which the rollover is attributable can be distributed under the Code and/or Treasury Regulations.

Indirect In-Plan Roth Rollover contributions and earnings thereon will be distributable upon the Participant satisfying the distribution eligibility requirements specified in the Plan for rollover contributions.

Termination Amendment

Summary of Material Modifications

Name of Plan _____

Name of Adopting Employer _____

Plan Sequence Number _____ Plan Year End _____

The purpose of this document is to update your Summary Plan Description (SPD) regarding several provisions. This document is very important and should be maintained with your SPD. The following sections of your SPD are amended to read as follows:

IN-PLAN ROTH ROLLOVER

Not Applicable.

CONTRIBUTIONS AND VESTING

Q1. Will I be able to request an in-Plan Roth rollover?

Yes.

No.

Q2. Will I be able to directly rollover my non-Roth accounts to a Roth rollover account in the Plan?

Yes.

No.

Q3. When will I be able to directly rollover my non-Roth accounts to a Roth rollover account in the Plan?

You will be able to directly rollover your accounts to an in-Plan Roth rollover account

at any time.

when you may take a distribution of the account. For more information regarding when you may take a distribution of an account, please refer to the DISTRIBUTIONS AND LOANS section of the SPD.

Q4. Which of my non-Roth accounts will I be able to directly rollover to a Roth rollover account in the Plan?

All non-Roth accounts.

The following accounts:

Pre-tax Deferrals.

Matching Contributions.

Profit Sharing Contributions.

Transfers.

Rollovers.

Nondeductible Employee Contributions.

You will be able to directly rollover your non-Roth accounts attributable to the asset sources above to a Roth rollover account in the Plan. You will not receive an actual distribution of the rollover monies; they will stay in the Plan. The taxable amount that you rollover will be included in your income in the year that the rollover occurs. The benefit of rolling over to an in-Plan Roth rollover account comes when you take a payout from the Plan—when both the original contributions and your earnings on those contributions are paid tax free if you meet certain requirements for a qualified payout. (For more information regarding qualified payouts from in-Plan Roth rollover contributions, please refer to the DISTRIBUTIONS AND LOANS section of the SPD.)

The election above for pre-tax Deferrals will also apply for QNEC, QMAC, and ADP safe harbor contributions (traditional and QACA). The election above for Matching Contributions will also apply for ACP safe harbor contributions (traditional and QACA).

Q5. Must my account be 100% vested before I can directly rollover my non-Roth accounts to a Roth rollover account in the Plan?

Yes No

You can only directly rollover vested amounts. If “No” is selected above, you may directly rollover the vested amounts in an account even if that account is not fully vested. For example, if you are 80% vested in your Profit Sharing Contribution account, you may directly rollover up to 80% of your Profit Sharing Contribution account balance to a Roth rollover account in the Plan.

Q6. Will I be able to include an outstanding loan amount in my direct in-Plan Roth rollover?

Yes No

If “Yes” is selected and you have an outstanding loan balance, you may include the portion of your loan which is attributable to an account that is eligible for a direct in-Plan Roth rollover. The amount of the loan from pre-tax accounts that is included in a direct in-Plan Roth rollover will be included in taxable income in the year the transaction occurs. The terms of your Plan loan will not change and you will still be required to repay the loan.

Q7. Will I be able to indirectly rollover my pre-tax accounts to a Roth rollover account in the Plan?

Yes No

If “Yes” is selected, you will be able to indirectly rollover distributions of your pre-tax accounts taken from the Plan to a Roth rollover account in the Plan. The indirect rollover must take place within 60 days of when you receive the distribution from the Plan. The benefit of rolling over to an in-Plan Roth rollover account comes when you take a payout from the Plan—when both the original contributions and your earnings on those contributions are paid tax free if you meet certain requirements for a qualified payout. (For more information regarding qualified payouts from in-Plan Roth rollover contributions, please refer to the DISTRIBUTIONS AND LOANS section of the SPD.)

Q8. What is the maximum number of in-Plan Roth rollovers I may make?

The maximum number of in-Plan Roth rollovers that I may complete is:

Unlimited. Other _____

DISTRIBUTIONS AND LOANS

Q1. When can I withdraw my in-Plan Roth rollover contributions?

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 Matching Contribution account will be available for distribution when Matching Contributions are available for distribution. Please see the DISTRIBUTIONS AND LOANS section of the SPD for further information on when the original sources of the contributions are distributable.

You may take a distribution from your indirect in-Plan Roth rollover contributions when you can take a distribution of your rollover contributions. Please see the DISTRIBUTIONS AND LOANS section of the SPD for further information on when rollover contributions are distributable.

If you take a distribution of your in-Plan Roth rollover contributions attributable to pre-tax accounts prior to the year containing the fifth anniversary of the day you completed the in-Plan Roth rollover, you will owe a 10% early withdrawal penalty unless you meet the requirements for a penalty exemption. Please see your Plan Administrator for further information about the penalty exemptions.

Investors should carefully consider a Fund's investment objectives, risks, charges and expenses before investing. The prospectus, containing this and other important information, can be obtained from your financial adviser, the SunAmerica Sales Desk at 800-858-8850, ext. 6003, or at www.safunds.com. Read the prospectus carefully before investing.

Funds distributed by AIG Capital Services, Inc.