

PO Box 2760 ■ Omaha, NE 68103-2760  
Fax: 866-468-6268

### SUPER SIMPLIFIED INDIVIDUAL 401(k) PROFIT SHARING PLAN

#### KEY INFORMATION WHEN ESTABLISHING A QUALIFIED RETIREMENT PLAN

In addition to completing, signing, and dating your qualified retirement plan's adoption agreement, there are a few other key items to be aware of.

##### **Obtain a Fidelity Bond**

In general, every plan fiduciary, administrator, officer, or employee who handles funds or other property of the plan must be bonded for at least 10 percent of the amount the individual handles. The minimum bond amount, irrespective of plan asset value, is \$1,000. The maximum amount required is \$500,000 (\$1,000,000 for a plan that holds employer securities). You can obtain a fidelity bond from your insurance agent. The bond should be in the plan's name (*not* the company's name).

##### **Obtain a Determination Letter for a Normal Retirement Age Less than Age 62**

*(for Money Purchase Pension Plans Only)*

If you are establishing or restating a money purchase pension plan and you have designated an age less than 62 but greater than 54 as the normal retirement age (NRA), the plan document's opinion letter does not cover the plan's definition of NRA. You must submit for a determination letter if you would like reliance that your plan's definition of NRA meets the government's requirement that the NRA is reasonable for your industry. If you have designated an age less than age 55, you will not be able to use this prototype plan document.

##### **Provide the Summary Plan Description to Employees**

*(for Employers with Employees)*

The summary plan description (SPD) is a comprehensive, easily understood explanation of qualified retirement plan provisions. You must complete the SPD using your completed adoption agreement as a guide. If you have employees and did not receive an SPD to complete, contact your prototype plan document sponsor.

##### **Who must you provide an SPD to?**

The Department of Labor (DOL) requires employers to provide an SPD to all eligible employees. Employers also must provide an SPD to each beneficiary receiving benefits from the plan on account of death or as an alternate payee pursuant to a qualified domestic relations order (QDRO).

##### **When do you need to provide the SPD?**

Employers must provide an SPD to 1) all eligible employees within 120 days of the plan's establishment, 2) any new employee within 90 days after such employee becomes eligible to participate in the plan, and 3) all eligible employees no later than 120 days following the end of the plan year in which the plan was amended.

##### **What additional documentation may be needed?**

Complete any applicable attachments and provide a copy to each employee. These items may include notices required for regulations (e.g., notices for QDIA, EACA/QACA, and safe harbor 401(k) contributions). If you did not receive any of these items, contact your prototype plan sponsor. If your plan covers non-English speaking participants, you may be required to include an additional note with the SPD. This note must explain, in the participants' non-English languages, that they can obtain additional assistance from you in understanding their rights and obligations under the plan.



# Super Simplified Individual 401(k) Profit Sharing Plan Standardized Adoption Agreement

PO Box 2760 ■ Omaha, NE 68103-2760  
Fax: 866-468-6268

## EMPLOYER INFORMATION

Name of Adopting Employer: \_\_\_\_\_

---

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

---

City:	State:	ZIP Code:
-------	--------	-----------

---

Telephone: \_\_\_\_\_

---

Adopting Employer's Federal Tax Identification Number:	Adopting Employer's Tax Year End: <i>(specify month and day)</i>
--	---

---

Type of Business (*select one*):  Sole Proprietorship  Partnership  C Corporation  S Corporation  LLC  
 Other (*Specify a legal entity recognized under federal income tax laws.*) \_\_\_\_\_

---

Name of Plan:	Account Number:
---------------	-----------------

---

Plan Sequence Number:	Trust Identification Number: <i>(if applicable)</i>
-----------------------	--

**Related Employers** – If the Adopting Employer is part of a controlled group of corporations (as defined in Code section 414(b) as modified by Code section 415(h)), a group of commonly controlled trades or businesses (as defined in Code section 414(c) as modified by Code section 415(h)) or an affiliated service group (as defined in Code section 414(m)) of which the Adopting Employer is a part, or any other entity required to be aggregated with the Adopting Employer pursuant to Code section 414(o), then all Related Employers of the Adopting Employer will participate in this Plan.

## SECTION ONE: EFFECTIVE DATES (*Complete Part A or B*)

### Part A. New Plan Effective Date

This is the initial adoption of a 401(k) profit sharing plan by the Adopting Employer.

The Effective Date of this Plan is \_\_\_\_\_. (*Must be on or after January 1, 2007.*)

If different from the Effective Date above, Elective Deferrals can be made under this Plan effective (*select one*):

**Option 1:**  The next payroll date coinciding with or following the later of the date this Adoption Agreement is signed or the Effective Date.

**Option 2:**  \_\_\_\_\_ (*Must be on or after the later of the date this Adoption Agreement is signed or the Effective Date.*)

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

**NOTE:** *The Effective Date is usually the first day of the Plan Year in which this Adoption Agreement is signed and may not be earlier than such date. Elective Deferrals, however, cannot be made available before the later of the date this Adoption Agreement is signed or the date specified above for Elective Deferrals.*

### Part B. Existing Plan Amendment or Restatement Date

This is an amendment or restatement of an existing qualified plan.

The Initial Plan Document was effective on \_\_\_\_\_.

This Plan is a frozen Plan effective on \_\_\_\_\_.

*If this Plan is a frozen Plan, no Employer Contributions may be made to the Plan with respect to Compensation earned on or after the Effective Date that the Plan is frozen. In addition, no additional contributions (e.g., rollover, transfer) may be accepted by the Plan on or after the date that the Plan is frozen. Depending on the facts and circumstances surrounding the freezing of the Plan, other Plan provisions may be affected (e.g., vesting, availability of loans.)*

The Effective Date of this amendment or restatement is \_\_\_\_\_. (*Must be on or after January 1, 2007.*)

**NOTE:** *Specifying an amendment or restatement Effective Date as any day other than the first day of the Plan Year following the Plan Year in which this Adoption Agreement is signed may result in a reduction or elimination of accrued benefits, violating Code section 411(d)(6). Notwithstanding the foregoing, Effective Dates for certain items (e.g., PPA and other legislative and regulatory guidance) are governed by the terms specified in the Basic Plan Document.*



## SECTION TWO: ELIGIBILITY (Complete Parts A and B)

### Part A. Age and Eligibility Service

1. **Age Requirement.** An Employee will be eligible to become a Participant in the Plan for purposes of becoming a Contributing Participant (and thus eligible to make Elective Deferrals) or receiving an allocation of any Employer Profit Sharing Contributions, as applicable, made pursuant to Section Three of the Adoption Agreement, after attaining the following age \_\_\_\_\_ (not more than 21).

**NOTE:** If no age is specified, there will be no age requirement.

2. **Eligibility Service Requirement.** An Employee will be eligible to become a Participant in the Plan for purposes of becoming a Contributing Participant (and thus eligible to make Elective Deferrals) or receiving an allocation of any Employer Profit Sharing Contributions, as applicable, made pursuant to Section Three of the Adoption Agreement (select one):

**Option 1:**  No eligibility service required.

**Option 2:**  After completing \_\_\_\_\_ consecutive Months of Eligibility Service (not more than 12) beginning on the Employee's date of hire.

**Option 3:**  After completing \_\_\_\_\_ Years of Eligibility Service (enter 0 or 1).

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

### Part B. Employees Employed as of a Specified Date

Will an Employee listed below (other than an Employee who is part of an excluded class of Employees) and employed on \_\_\_\_\_ (specify a month, day, and year) who has not otherwise met the age and eligibility service requirements be considered to have met those requirements and be eligible to become a Participant in the Plan for purposes of becoming a Contributing Participant (and thus eligible to make Elective Deferrals) or receiving an allocation of any Employer Profit Sharing Contributions, as applicable, made pursuant to Section Three of the Adoption Agreement? (select one)

**Option 1:**  Yes.

Employees subject to the waiver (define classifications and prior employers):

**Option 2:**  Not applicable.

**NOTE:** If no option is selected, Option 2 will apply. If Option 1 is selected but no date is specified, no additional age and eligibility service waivers will apply. If Option 1 is selected but no Employees are specified, all Employees employed on the specified date will be subject to the waiver. This age and eligibility service waiver may be used either when this Plan is adopted or when the Plan is subsequently amended (e.g., to add one or more types of contributions, to add a previously excluded group of Employees).

## SECTION THREE: CONTRIBUTIONS (Complete Parts A and B)

### Part A. Elective Deferrals

#### Authorization of Elective Deferrals

Will Elective Deferrals be permitted under this Plan? (select one)

**Option 1:**  Yes. (Complete the following.)

Will Roth Elective Deferrals be permitted under this Plan in addition to Pre-Tax Elective Deferrals?

**Suboption (a):**  Yes.

**Suboption (b):**  No.

**NOTE:** If no suboption is selected, Suboption (a) will apply.

**Option 2:**  No.

**NOTE:** If no option is selected, Option 1 will apply. A Contributing Participant's combined Pre-Tax and Roth Elective Deferrals during their taxable year will not exceed the limit contained in Code section 402(g) in effect at the beginning of such taxable year.

### Part B. Employer Profit Sharing Contributions

Employer Profit Sharing Contributions, if any, will be allocated to all Qualifying Participants pursuant to the pro rata allocation formula described in Plan Section 3.04(B)(1).

## SECTION FOUR: VESTING AND FORFEITURES There are no elections required for Section Four.

There are no elections required for Section 4. Refer to the Basic Plan Document for information regarding this Section.

## SECTION FIVE: DISTRIBUTIONS AND LOANS

### Loans

Will a Participant be entitled to request a loan pursuant to Plan Section 5.16? (select one)

**Option 1:**  Yes.

**Option 2:**  No.

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

**SECTION SIX: DEFINITIONS** *There are no elections required for Section Six.*

There are no elections required for Section 6. Refer to the Basic Plan Document for information regarding this Section.

**SECTION SEVEN: MISCELLANEOUS**

**Life Insurance**

Will life insurance investments be permitted under the Plan? *(select one)*

**Option 1:**  Yes.

**Option 2:**  No.

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

**SECTION EIGHT: TRUSTEE AND CUSTODIAN** *(Complete Parts A and B [as applicable])*

**Part A. Trustee**

**1. Trustee Appointment**

**a. Trustee** *(select one)*

**Option 1:**  Financial Organization as Trustee.

**Option 2:**  Individual Trustee.

**Option 3:**  Not applicable, this Plan is exempt from the trust requirements under ERISA section 403 *(e.g., the Plan covers one or more self-employed individuals as defined in Code section 401(c)(1))*.

**NOTE:** *If Option 3 is selected, a Custodian must be named in Part B below.*

**b. Type of Trustee**

Will the Trustee of this Plan be a Directed or Discretionary Trustee? *(select one)*

**Option 1:**  Directed Trustee.

**Option 2:**  Discretionary Trustee.

**Option 3:**  Not applicable, Option 3 was selected in Part 1(a) above.

**c. Trustee Signature**

Name of Trustee:

Address:

Telephone:

Name *(type or print name if different from name of Trustee above)*:

Title:

Signature:

**2. Trust Agreement**

If a Trustee is designated in Part A, item 1 above, which trust agreement will apply to the Plan? *(select one)*

**Option 1:**  Trust provisions contained in Plan Section Eight.

**Option 2:**  Separate executed trust agreement attached hereto.

**NOTE:** *If no option is selected, Option 1 will apply. If Option 2 is selected, the attached trust agreement must be on file with the IRS for use by the Prototype Document Sponsor listed in Section Nine below.*

**NOTE:** *A Trustee must be an individual or corporation. A corporate Trustee must be a bank, trust company, broker, dealer, or clearing agency as defined in Labor Regulation section 2550.403(a)-1(b).*

**Part B. Custodian** *(Both a Custodian and Trustee may be appointed for the Plan. This Part B must be completed if the Plan is exempt from the Trustee requirements under ERISA section 403 and neither a Trustee nor an Insurer is appointed in Part A, item 1 above.)*

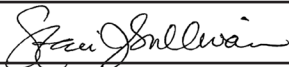
**1. Custodian Appointment**

Financial Organization: **TD Ameritrade, Inc.**

Address: **PO Box 2760, Omaha, NE 68103-2760**

Name *(type or print)*: **Staci Sullivan**

Title: **Managing Director, Investor Services**

Signature: 

**2. Custodial Agreement**

If a Custodian is designated in Part B, item 1 above, which custodial agreement will apply to the Plan? (select one)

**Option 1:**  Custodial provisions contained in Plan Section Eight.

**Option 2:**  Separate executed custodial agreement attached hereto.

**NOTE:** If no option is selected, Option 1 will apply. If Option 2 is selected and the separate custodial agreement is being used in place of a trust agreement under Code section 401(f), the attached custodial agreement must be on file with the IRS for use by the Prototype Document Sponsor listed in Section Nine below.

**SECTION NINE: EMPLOYER SIGNATURE**

**Prototype Document Sponsor**

Name of Prototype Document Sponsor: <b>TD Ameritrade, Inc.</b>	Telephone: <b>800-669-3900</b>
Address: <b>PO Box 2760, Omaha, NE 68103-2760</b>	

Check the applicable box if there is an attachment(s) that applies to this Plan other than a separate trust or custodial agreement.

Protected Benefits and Prior Plan Document Provisions Attachment.

Other Plan Information Attachment. (If this box is checked, please describe the attachment(s).) \_\_\_\_\_

**Authorized Employer Signature**

I am an authorized representative of the Adopting Employer named above and I state the following:

1. I acknowledge that I have relied upon my own advisors regarding the completion of this Adoption Agreement and the legal tax implications of adopting this Plan;
2. I understand that my failure to properly complete this Adoption Agreement may result in disqualification of the Plan;
3. I understand that the Prototype Document Sponsor will inform me of any amendments made to the Plan and will notify me should it discontinue or abandon the Plan; and
4. I have received a copy of this Adoption Agreement, the corresponding Basic Plan Document and, if applicable, any separate trust or custodial agreement used in lieu of the trust or custodial agreement contained in the Basic Plan Document.

 Signature of Adopting Employer:	Date Signed:
Print Name:	Title:

**NOTE:** The Adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code section 401 except to the extent provided in Revenue Procedure 2011-49. An Employer who has ever maintained or who later adopts any plan (including a welfare benefit fund, as defined in Code section 419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in Code section 419A(d)(3), or an individual medical account, as defined in Code section 415(l)(2) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code sections 415 and 416.

If the Employer who adopts or maintains multiple plans wishes to obtain reliance with respect to the requirements of Code sections 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 Revenue Procedure 2011-49. This Adoption Agreement may be used only in conjunction with Basic Plan Document #03.

Investment Products: Not FDIC Insured \* No Bank Guarantee \* May Lose Value

TD Ameritrade, Inc., member FINRA/SIPC, a subsidiary of The Charles Schwab Corporation.  
TD Ameritrade is a trademark jointly owned by TD Ameritrade IP Company, Inc. and The Toronto-Dominion Bank.  
© 2021 Charles Schwab & Co. Inc. All rights reserved.



# Protected Benefits and Prior Plan Document Provisions Attachment

PO Box 2760 ■ Omaha, NE 68103-2760  
Fax: 866-468-6268

*This attachment may be used by an Adopting Employer to document protected benefits and other Prior Plan Document provisions that apply to some or all of the assets of the Adopting Employer's Plan.*

## ADOPTING EMPLOYER PLAN INFORMATION

Name of Adopting Employer:

Plan Name:

Plan Sequence Number:

Trust Identification Number:  
*(if applicable)*

Account Number:

## PROTECTED BENEFITS AND PRIOR PLAN DOCUMENT PROVISIONS

### Provision 1:

---

---

---

---

---

---

---

---

Source of Provision (e.g., plan name and sequence number, good faith amendment):

---

---

### Provision 2:

---

---

---

---

---

---

---

---

Source of Provision (e.g., plan name and sequence number, good faith amendment):

---

---

### Provision 3:

---

---

---

---

---

---

---

---

Source of Provision (e.g., plan name and sequence number, good faith amendment):

---

---



This amendment of the Plan (hereinafter referred to as the "Amendment") is comprised of this Hardship Distribution Basic Plan Document Amendment (the "Basic Plan Document Amendment") and, if applicable, the corresponding Hardship Distribution Adoption Agreement Amendment (the "Adoption Agreement Amendment"). The Amendment is adopted to reflect certain provisions of the Bipartisan Budget Act of 2018 (BBA-18) and related guidance. This Amendment is intended to provide good faith compliance with the BBA-18, and related guidance until the Plan is formally restated to incorporate such guidance. Except as otherwise provided in the Adoption Agreement Amendment or indicated below, the Amendment is effective on the first day of the Plan Year beginning on or after January 1, 2019. This Amendment supersedes the existing provisions of the Plan to the extent those provisions are inconsistent with the provisions of the Amendment. The Amendment will not cause the Plan to become an individually designed plan.

## SECTION FIVE: DISTRIBUTIONS AND LOANS TO PARTICIPANTS

*The Basic Plan Document section entitled Distributions is modified by replacing Section 5.01(A)(2)(c) with the following:*

- c. existence of a hardship incurred by the Participant as described in Plan Section 5.01(C)(2)(b), if elected in the Adoption Agreement. Notwithstanding the preceding, where no election is available in the Adoption Agreement, or Adoption Agreement Amendment, distribution of Elective Deferrals, Qualified Nonelective Contributions, Qualified Matching Contributions, Basic Matching Contributions, Enhanced Matching Contributions, Safe Harbor Nonelective Contributions QACA Basic Matching Contributions, QACA Enhanced Matching Contributions, and QACA Safe Harbor Nonelective Contributions, including any earnings credited to an Employee's account, will be permitted upon the existence of a hardship as described in Plan Section 5.01(C)(2)(b).

*The Basic Plan Document section entitled Distributions is modified by replacing Section 5.01(C)(2)(a) and (b) with the following:*

- a. *Hardship Withdrawals of Matching Contributions and Employer Profit Sharing Contributions* – Unless otherwise elected in the Adoption Agreement, if this is a profit sharing plan, then notwithstanding Plan Section 5.01(C)(1), an Employee may elect to receive a hardship distribution of all or part of the Vested portion of their Individual Account attributable to Employer Contributions other than those described in Plan Section 5.01(A)(2), subject to the requirements of Plan Section 5.10.

For purposes of this Plan Section 5.01(C)(2)(a), hardship is defined as an immediate and heavy financial need of the Employee where such Employee lacks other available resources. Unless otherwise elected in the Adoption Agreement, financial needs considered immediate and heavy include, but are not limited to, 1) expenses incurred or necessary for medical care, described in Code section 213(d), of the Employee, the Employee's Spouse, dependents, or, if elected, the Employee's Primary Beneficiary, 2) the purchase (excluding mortgage payments) of a principal residence for the Employee, 3) payment of tuition and related educational fees for the next 12 months of post-secondary education for the Employee, the Employee's Spouse, children, dependents, or, if elected, the Employee's Primary Beneficiary, 4) payment to prevent the eviction of the Employee from, or a foreclosure on the mortgage of, the Employee's principal residence, 5) funeral or burial expenses for the Employee's deceased parent, Spouse, child, dependent, or, if elected, the Employee's Primary Beneficiary, 6) payment to repair damage to the Employee's principal residence that would qualify for a casualty loss deduction under Code section 165 (determined without regard to Code section 165(h)(5) and whether the loss exceeds ten-percent of adjusted gross income), and 7) effective for distributions on or after January 1, 2018, expenses and losses (including loss of income) incurred by the Employee on account of a disaster declared by the Federal Emergency Management Agency (FEMA), provided that the Employee's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster and the Employee did not request a distribution from the Plan for such expenses and losses pursuant to Plan Section 5.01(D)(4).

A distribution will be considered necessary to satisfy an immediate and heavy financial need of the Employee only if

- i. the Employee has obtained all currently available distributions (including distributions of ESOP dividends under Code section 404(k), other than hardship distributions, under the Plan and all other qualified and nonqualified deferred compensation plans of the Employer and, if elected in the Adoption Agreement Amendment, the Employee has obtained all nontaxable loans under all plans maintained by the Employer and/or satisfies any additional conditions specified by in the Adoption Agreement Amendment;
  - ii. the distribution is not in excess of the amount of an immediate and heavy financial need (including amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution); and
  - iii. effective for distributions on or after January 1, 2020, the Employee provided the Plan Administrator with a representation, in writing (including by using an electronic medium as defined in Treasury Regulation section 1.401(a)-21(e)(3)), or in such other form that may be permitted under rules promulgated by the IRS, that they have insufficient cash or other liquid assets reasonably available to satisfy their financial need.
- b. *Hardship Withdrawals of Elective Deferrals, QNECs, QMACs and Safe Harbor Contributions* – Unless otherwise elected in the Adoption Agreement and/or Adoption Agreement Amendment, distribution of Elective Deferrals, Qualified Nonelective Contributions, Qualified Matching Contributions, Basic Matching Contributions, Enhanced Matching Contributions, Safe Harbor Nonelective Contributions, QACA Basic Matching Contributions, QACA Enhanced Matching Contributions, QACA Safe Harbor Nonelective Contributions, including any earnings credited to an Employee's account attributable to such contributions, may be made to an Employee in the event of hardship. For the purposes of this Plan Section 5.01(C)(2)(b), hardship is defined as an immediate and heavy financial need of the Employee where the distribution is needed to satisfy the immediate and heavy financial need of such Employee. Hardship distributions are subject to the spousal consent requirements contained in Code sections 401(a)(11) and 417, if applicable.



For purposes of determining whether an Employee has a hardship, rules similar to those described in Plan Section 5.01(C)(2)(a) will apply except that only the financial needs listed above will be considered. Unless otherwise elected in the Adoption Agreement Amendment, any existing suspension of an Employee's Elective Deferrals (and Nondeductible Employee Contributions) due to the receipt of a hardship distribution from the Plan will cease to continue as of the first day of the Plan Year beginning on or after January 1, 2019. In addition, unless otherwise elected in the Adoption Agreement Amendment, the Employee's Elective Deferrals (and Nondeductible Employee Contributions) will not be suspended for any period of time due to the receipt of a hardship distribution that is made during the Plan Year beginning on or after January 1, 2019. For distributions that are made on or after January 1, 2020, the Employee's Elective Deferrals (and Nondeductible Employee Contributions) will not be suspended for any period of time due to the receipt of a hardship distribution. For hardship distributions before 2002, a distribution will be considered as necessary to satisfy an immediate and heavy financial need of the Employee only if all plans maintained by the Employer provide that the Employee may not make Elective Deferrals for the Employee's taxable year immediately following the taxable year of the hardship distribution in excess of the applicable limit under Code section 402(g) for such taxable year less the amount of such Employee's Elective Deferrals for the taxable year of the hardship distribution.

**SIGNATURE**

The Prototype Document Sponsor or Volume Submitter Practitioner, as applicable, adopts this amendment on behalf of all Adopting Employers.

Name of Prototype Document Sponsor or Volume Submitter Practitioner: **Staci Sullivan**

Signature: 

Date Signed: 6/25/2020

# Hardship Distribution 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). This document is very important and should be kept with your SPD. The following update to your SPD is limited to changes to certain hardship distribution provisions of the SPD and does not impact the other provisions of the SPD. To the extent that any provisions of this Summary of Material Modifications (SMM) conflict with your SPD, the terms of this SMM will apply. The following sections of your SPD are amended to read as follows:

## **DISTRIBUTIONS AND LOANS**

### **Q3. Can I withdraw money from the Plan while I am still employed?**

#### ***Hardship Distributions***

If you have a financial hardship, you may request a distribution of the vested portion of your Plan balance, regardless of the original source of the contributions, including any earnings on the respective contributions.

The types of expenses that qualify for a hardship distribution include medical expenses for you, your spouse, or your dependents; payment to purchase your principal residence; tuition and education-related expenses for you, your spouse, or your dependents; payments to prevent eviction from your principal residence; funeral expenses for your parent, your spouse, or your dependents; payments to repair your principal residence that qualify for a casualty loss deduction; and expenses and losses (including loss of income) that you incurred as a result of a disaster declared by the Federal Emergency Management Agency because your principal residence or principal place of employment was located in the area at the time of the disaster. The Plan Administrator may modify the list of events that qualify for a hardship distribution when Profit Sharing Contributions are being used to satisfy your hardship request.

Before you take a hardship distribution, you must take all other distributions, excluding nontaxable loans, available to you under the Plan and all other plans maintained by the Employer.

If you take a hardship distribution, you will not be eligible to make Deferrals (and Nondeductible Employee Contributions, if applicable) for the next six months. However, the six-month restriction will not continue during the Plan Year beginning on or after January 1, 2019. In addition, effective for Plan Years beginning on or after January 1, 2019, if you take a hardship distribution, you will be eligible to make Deferrals (and Nondeductible Employee Contributions, if applicable) immediately following the hardship distribution.

Investment Products: Not FDIC Insured \* No Bank Guarantee \* May Lose Value

TD Ameritrade, Inc. member FINRA/SIPC, subsidiary of The Charles Schwab Corporation.  
TD Ameritrade is a trademark jointly owned by TD Ameritrade IP Company, Inc. and The Toronto-Dominion Bank.  
© 2021 Charles Schwab & Co. Inc. All rights reserved.