# Profit Sharing Agreement Template

**Standardized Adoption Agreement**

**EMPLOYER INFORMATION**

Name of Adopting Employer Address

City

State

Zip

Telephone Adopting Employer’s Federal Tax Identification Number

Adopting Employer’s Tax Year End *(specify month and day)*

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

**SECTION ONE: EFFECTIVE DATES**

*Complete Part A or B*

## Part A. New Plan Effective Date

This is the initial adoption of a profit sharing plan by the Adopting Employer. The Effective Date of this Plan is .

**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.*

## Part B. Existing Plan Amendment or Restatement Date

This is an amendment or restatement of an existing qualified plan (a Prior Plan). The Prior Plan was initially effective on .

The Effective Date of this amendment or restatement is .

**SECTION TWO: ELIGIBILITY**

## Part A. Age and Years of Eligibility Service

**Age Requirement.** An Employee will be eligible to become a Participant in the Plan for purposes of receiving an allocation of any Employer Profit Sharing Contributions made pursuant to Section Three of the Adoption Agreement, after attaining age *(no more than 21).*

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

**Years of Eligibility Service Requirement.** An Employee will be eligible to become a Participant in the Plan for purposes of receiving an allocation of any Employer Profit Sharing Contributions 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 *(no more than 12).*

**Option 3:** After completing Years of Eligibility Service *(enter 0, 1, or 2).*

**NOTE:** *If no Years of Eligibility Service requirement is selected, Option 1 will apply. If more than one Year of Eligibility Service is selected in this Section Two, Part A, the immediate 100 percent vesting schedule in Section Four will automatically apply for Employer Profit Sharing Contributions.*

## Part B. Employees Employed As of Effective Date

Will an Employee employed as of the Effective Date listed in Section One, Part A of the Adoption Agreement who has not otherwise met the requirements of Part A above be considered to have met those requirements as of the Effective Date *(select one)*?

**Option 1:** Yes.

**Option 2:** No.

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

## Part C. Hours Required For Eligibility Purposes

1. Hours of Service *(no more than 1,000)* shall be required to constitute a Year of Eligibility Service.
2. Hours of Service *(no more than 500 and less than the number specified in Part C, item 1, above)* must be exceeded to avoid a Break in Eligibility Service.

**NOTE:** *If no hours are specified, 1,000 and 500 will apply for items 1 and 2, respectively unless the Elapsed Time method of determining service applies.*

**SECTION THREE: CONTRIBUTIONS**

*Complete Parts A and B*

## Part A. Employer Profit Sharing Contributions – Allocation Formula

Employer Profit Sharing Contributions will be allocated to the Individual Accounts of Qualifying Participants as follows *(select one)*:

**Option 1:** Pro Rata Formula. In the ratio that each Qualifying Participant’s Compensation for the Plan Year bears to the total Compensation of all Qualifying Participants for the Plan Year.

**Option 2:** Integrated Formula. Pursuant to the integrated allocation formula, which is further described in Plan Section 3.04(B)(2).

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

## Part B. Qualifying Participants

A Participant will be a Qualifying Participant, and thus entitled to share in Employer Profit Sharing Contributions for any Plan Year if the Participant has satisfied all of the eligibility requirements described in Section Two of this Adoption Agreement on at least one day of such Plan Year and has not incurred a Termination of Employment. If the Participant has incurred a Termination of Employment during the Plan Year, the following additional condition(s) apply *(select one)*:

**Option 1:** Hours of Service Requirement. The Participant completes more than *(not more than 500)* Hours of Service during the Plan Year.

**Option 2:** No Additional Conditions.

**NOTE:** *If no option is selected, Option 1 and a 500 Hours of Service requirement will apply with no additional waivers.*

**SECTION FOUR: VESTING AND FORFEITURES**

*Complete Parts A through B*

## Part A. Vesting Schedule For Employer Profit Sharing Contributions

A Participant will become Vested in the portion of their Individual Account derived from Employer Profit Sharing Contributions, if applicable, made pursuant to Section Three of the Adoption Agreement as follows.

YEARS OF VESTING

VESTED PERCENTAGE

 SERVICE

Profit Sharing Option 1 Option 2 Option 3 Option 4 *(Complete if chosen)* Option 5 *(Complete if chosen)*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Less than One | 100% | 0% | 0% |  % |  % |
| 1 | 100% | 0% | 0% |  % |  % |
| 2 | 100% | 0% | 20% |  % (not less than 20%) |  % |
| 3 | 100% | 100% | 40% |  % (not less than 40%) | 100% |
| 4 | 100% | 100% | 60% |  % (not less than 60%) | 100% |
| 5 | 100% | 100% | 80% |  % (not less than 80%) | 100% |
| 6 | 100% | 100% | 100% | 100% | 100% |

**NOTE:** *If no option is selected as of the first date on which such contributions may be made to the Plan, Option 1 will apply.*

## Part B. Year of Vesting Service

1. Hours of Service *(no more than 1,000)* will be required to constitute a Year of Vesting Service.
2. Hours of Service *(no more than 500 but less than the number specified in Part B, item 1, above)* must be exceeded to avoid a Break in Vesting Service.

**NOTE:** *If no hours are specified, 1,000 and 500 will apply for items 1 and 2, respectively.*

**SECTION FIVE: DISTRIBUTIONS AND LOANS**

*Complete Parts A and B*

**Part A. Form of Distribution** *(Answer each of the following items.)*

## Individual Account Balances Exceeding $1,000

* 1. **Lump Sum**

Will a Participant be entitled to request a distribution of the Vested portion of their Individual Account in a lump sum, subject to Plan Section 5.02 *(select one)*?

**Option 1:** Yes.

**Option 2:** No.

## Partial Payments

Will a Participant be entitled to request a partial distribution of the Vested portion of their Individual Account, subject to Plan Section 5.02 *(select one)*?

**Option 1:** Yes.

**Option 2:** No.

## Installment Payments

Will a Participant be entitled to request a distribution of the Vested portion of their Individual Account over a period not to exceed the life expectancy of the Participant or the joint and last survivor life expectancy of the Participant and their designated Beneficiary, subject to Plan Section 5.02 *(select one)*?

**Option 1:** Yes.

**Option 2:** No.

## Annuity Contracts

Will a Participant be entitled to apply the Vested portion of their Individual Account toward the purchase of an annuity contract, subject to Plan Section 5.02 *(select one)*?

**Option 1:** Yes.

**Option 2:** No.

**NOTE:** *Option 1 must be selected for at least one of items (a) through (d). If neither option is selected for items (a) or (b) in Part A, item 1 above, Option 1 will apply. If neither option is selected for items (c) or (d), Option 2 will apply. If this Plan is restating a Prior Plan, the forms of distribution under this Plan must generally be at least as favorable as under the Prior Plan.*

## Part B. Loans

May a Participant 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.*

**NOTE:** *Generally, Code Section 411(d)(6) prohibits the elimination of protected benefits. Protected benefits include the timing of payout options. If the Plan is restating a Prior Plan that permitted a distribution option described above that involves the timing of a distribution, the selections must generally be at least as favorable as under the Prior Plan. Certain forms of distributions (e.g., redundant forms of distribution) may, however, be eliminated. Refer to Code Section 411(d)(6) and the corresponding Treasury regulation for details pertaining to the elimination of otherwise protected benefits.*

**SECTION SIX: DEFINITIONS**

*Complete Parts A through D*

**Part A. Hour of Service - Method of Determining Service** Service will be determined on the basis of *(select one)*: **Option 1:** Elapsed Time.

**Option 2:** Actual hours for which an Employee is paid or entitled to payment.

**Option 3:** Days worked. An Employee will be credited with 10 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the day.

**Option 4:** Weeks worked. An Employee will be credited with 45 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the week.

**Option 5:** Semi-Monthly payroll periods worked. An Employee will be credited with 95 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the semi-monthly payroll period.

**Option 6:** Months worked. An Employee will be credited with 190 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the month.

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

## Part B. Normal Retirement Age

The Normal Retirement Age under the Plan will be *(select and complete one)*:

**Option 1:** Age *(not to exceed 65 or such later age as may be allowed in Code Section 411(a)(8))*.

**Option 2:** The later of age *(not to exceed 65 or such later age as may be allowed in Code Section 411(a)(8))* or the

*(not to exceed fifth)* anniversary of the first day of the first Plan Year in which the Participant commenced participation in the Plan.

**NOTE:** *If no option is selected, Option 1 and age 59½ will apply.*

## Part C. Plan Year Means

**Option 1:** The 12-consecutive month period which coincides with the Adopting Employer’s tax year.

**Option 2:** The calendar year.

**Option 3:** Other 12-consecutive month period *(Specify a 12-consecutive month period selected in a uniform and nondiscriminatory manner.)* .

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

If the initial Plan Year or any subsequent Plan Year is less than 12 months (a short Plan Year) specify such Plan Year’s beginning and ending dates. .

## Part D. Predecessor Employer Service

In addition to the Hours of Service credited when an Employer maintains the plan of a predecessor employer, Hours of Service with a predecessor employer will be credited for the following purposes where the Employer does not maintain the plan of a predecessor employer *(select all that apply)*:

Eligibility. Vesting.

Allocation of Contributions.

Name of Predecessor Employer(s): .

*If service with a predecessor is taken into account for one or more of the items listed above, specify any additional limitations on crediting service that apply (e.g., limitations by business classification, length of service, etc.)*:

**SECTION SEVEN: MISCELLANEOUS**

*Complete Parts A and B*

## Part A. 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.*

## Part B. ERISA 404(c) Compliance

Does the Adopting Employer intend to operate this Plan in compliance with ERISA Section 404(c) as set forth in Plan Section 7.22(B)?

**Option 1:** Yes.

**Option 2:** No.

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

**SECTION EIGHT: TRUSTEE AND CUSTODIAN**

*Complete Parts A and B (as applicable)*

**Part A. Trustee** *(This Part A must be completed unless the Plan only covers one or more Self-Employed Individuals or satisfies another exception under ERISA. Select one.)*

## Trustee Appointment

**Option 1:** Financial Organization as Trustee

**Option 2:** Individual Trustee(s)

The Trustee of this Plan shall be a: Directed Trustee Discretionary Trustee

Name of Trustee Address Telephone

Signature

## Trust Agreement

Title

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 Sponsor listed in Section Nine below.*

**Part B. Custodian** *(Both a Custodian and Trustee may be appointed for the Plan. This Part B must be completed if a Trustee is not named in Part A, above.)*

## Custodian Appointment

Financial Organization Address Signature

Type Name

## Custodial Agreement

Title

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, the attached custodial agreement must be on file with the IRS for use by the Prototype Sponsor listed in Section Nine below.*

**SECTION NINE: EMPLOYER SIGNATURE**

## Prototype Sponsor

Name of Prototype Sponsor Address Telephone

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

Attachment A, Protected Benefits and Prior Plan Provisions.

Other: *(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 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 Type Name

Date Signed 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 of the Internal Revenue Code except to the extent provided in Revenue Procedure 2005-16. 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 2005-16. This Adoption Agreement may be used only in conjunction with Basic Plan Document #01.*

# ATTACHMENT A

**PROTECTED BENEFITS AND PRIOR PLAN PROVISIONS**

*This Attachment may be used by an Adopting Employer to document protected benefits and other prior plan 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 PROVISIONS**

**Provision 1:**

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

## Provision 2:

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

## Provision 3:

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