



MFS Individual (k) Plan Adoption Agreement and Instructions

LINE BY LINE INSTRUCTIONS

These instructions provide the guidelines to amend your existing plan into compliance with CYCLE 3 Amendments. Complete by July 31, 2022. **Your plan is not complete without the Basic Plan Document.** You can download a copy of the CYCLE 3 Basic Plan Document at <http://www.mfs.com/mfdprototypeplan>.

<u>Section</u>	<u>Response/Comment</u>
Employer Information	(1) Provide the information requested about the Employer.
Plan Name	(2) Indicate the name of the Plan
Plan Status	(3) Unless your plan is frozen, check (3)(b)(1). If the Plan has been frozen, check and complete(3)(c). No additional contributions may be made to a frozen plan.
Effective Date	(4)(a) Enter the date your plan first started. (4)(b) Enter the date your plan first began allowing 401(k) deferrals (may be same date as 4(b)). (4)(c)-(d) Enter the CYCLE 3 restatement date which may be the first day of the current plan year (not later than July 31, 2022).
Plan Year	(5) Enter December 31 st , the date in your prior Adoption Agreement, unless that has changed.
Conditions of Eligibility	(6) Enter the Plan's age and service requirements. If employees are immediately eligible, check "none".
Effective Date of Participation	(7) Check your prior Adoption Agreement and select appropriate provision.
Recognition of Service – Other Employee	(8) If your plan does not count service with any other employer, check (a). Otherwise check and complete (b) (uncommon).
Normal Retirement Age	(9) Enter the Plan's Normal Retirement Age, not to exceed 65.
Contributions – Salary Deferrals	(10) No action necessary. The Plan allows Elective Deferrals (salary reduction contributions), Catch-up Contributions and Pre-Tax Rollovers. Roth Contributions, Roth Rollover Contributions and After-Tax Voluntary Contributions are <u>not</u> permitted. For other types of permitted contributions, see the Standard Provisions. (11) No action necessary. In-Plan Roth Rollovers are <u>not</u> permitted.
Trustee(s)	(12) Check (a) – as MFS Heritage Trust Company ("MHTC") is the directed Trustee for the Plan's investments in MFS mutual fund assets. If the Plan has any other investments, you will need to appoint another trustee for those assets in 12 (b).
Trustee Fee	MHTC charges an annual account fee for its directed trustee services (\$25 in 2021). The fee is waived if minimum balance requirements are met.

Standard Provisions

Review the Standard Provisions (pp. -4 of the Adoption Agreement). These are the provisions applicable to all MFS Individual (k) Plans, including:

Vesting

Standard Provisions #13 (Always 100%)

Lump Sum Distribution

Standard Provisions #14 (100% Lump Sum only, unless for required minimum distribution.)

No Hardship Distributions

Standard Provisions #17 (Not allowed)

In-Service Distribution

Standard Provisions #18 (Permitted after attaining age 59 ½)

No Loans

Standard Provisions #19 (Not allowed)

Employer Signature

Adoption Agreement, page 5. Insert name of employer. Have authorized individual sign and date.

Trustee

Adoption Agreement page 5. To maintain MHTC as directed trustee for your plan's investments in MFS mutual funds, sign the signature page of the Separate MHTC Trust Agreement. The MHTC Trust Agreement has been pre-signed by MHTC. (If the MHTC Separate Trust Agreement has not been signed by MHTC or you did not receive it, call the MFS Service Center.)

To add an additional trustee, complete the Trustee provisions on page 5 of the Adoption Agreement and have that trustee sign and date. A different trustee is required for any assets not invested in MFS mutual funds.

**Confirmation of
CYCLE 3 Plan Adoption**

IMPORTANT: Complete and sign the Confirmation of Cycle 3 Plan Adoption Form. Keep a copy for your records and send the original to MFS Service Center. Mail it the address on the Confirmation of Cycle 3 Plan Adoption Form.

**ADOPTION AGREEMENT FOR
MFS FUND DISTRIBUTORS, INC.
STANDARDIZED
DEFINED CONTRIBUTION PRE-APPROVED PLAN
(INDIVIDUAL(k) PLAN)**

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER AND TIN

Name: _____

Address: _____
Street

_____ City _____ State _____ Zip

Telephone: _____

Taxpayer Identification Number (TIN): _____

PLAN INFORMATION

2. PLAN NAME:

3. PLAN STATUS

a. New Plan

b. Amendment and restatement of existing Plan

CYCLE 3 RESTATEMENT (leave blank if not applicable)

1. This is an amendment and restatement to bring a plan into compliance with Cycle 3 and other legislative and regulatory changes (i.e., the 6-year pre-approved plan restatement).

c. This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select c.2):

1. All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions *are not* reflected in this Adoption Agreement (may enter effective date at 4. below).

2. All contributions ceased or were suspended and the prior Plan provisions *are* reflected in this Adoption Agreement (must enter effective date at 4. below)

Effective date

3. as of _____ (effective date is optional unless c.2. has been selected above or this is the amendment or restatement to freeze the Plan).

4. EFFECTIVE DATE (Plan Section 1.25) (complete a. if new plan; complete a. and/or b. AND c. and/or d. if an amendment and restatement)

Initial Effective Date of Plan (for a new Plan (one that did not exist prior to the year that this document is being first adopted), the Initial Effective Date cannot be earlier than the first day of the current Plan Year)

a. _____ (enter month day, year) (hereinafter called the "Effective Date" unless 4.b. is entered below) NOTE: If the Effective Date of deferrals in the Plan is a different date than what is provided in this Section 4.a., Section 4.b. must also be completed. The Effective Date of 4.b. must be concurrent with or after the Effective Date in 4.a.)

Initial Effective Date of CODA (Can be the same date as the Initial Effective Date of the Plan or any date thereafter)

b. _____ (enter month day, year) (the Employer must begin to allocate funds to the Trust as soon as administratively feasible after this date) NOTE: Must not be earlier than the date when the CODA is first adopted.

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Restatement Effective Date. If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date". If adding a CODA for the first time, please complete 4.d.) is:

c. _____ (enter month day, year; NOTE: Can not be earlier than the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

Initial Effective Date of CODA (Can be the same date as the Restatement Effective Date of the Plan or any date thereafter)

d. _____ (enter month day, year) (the Employer must begin to allocate funds to the Trust as soon as administratively feasible after this date)

5. PLAN YEAR (Plan Section 1.65) means the 12 consecutive month period ending on _____. However, if this is a new Plan, the Plan Year will be the period beginning on the Effective Date of the Plan and ending on the date specified herein.

6. CONDITIONS OF ELIGIBILITY (Plan Section 3.1)

An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following:

SERVICE REQUIREMENT

a. None

b. 1 Year of Service

c. Other: _____ Eligibility requirements under the Plan must not be more favorable for highly compensated Employees (as defined in § 414(q)) than for other Employees, may not exceed one (1) Year of Service and must be the same for Highly Compensated and Non-Highly Compensated Employees. Please see Standard Provision 12 for additional information when utilizing this Section 6.c.)

AGE REQUIREMENT

d. None

e. Age _____ (may not exceed 21)

f. Waiver of conditions. The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

1. If employed on _____, the age and service requirements and the entry date requirement below are waived, subject to the following exceptions: _____ (leave blank if no exceptions).

7. EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of:

a. the date such requirements are met.

b. the first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met.

c. the earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met.

8. RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Section 1.88)

a. No service with other employers shall be recognized (except as required by law).

b. Prior service with _____ will be recognized for all purposes.

9. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.55) means the date a Participant attains age _____ (not to exceed 65 and, if this Plan includes transferred pension assets, may not be less than age 62 unless the Employer has evidence that the representative typical retirement age for the adopting Employer's industry is a lower age, but no less than age 55. If an age between 55 and less than 62 is inserted, no reliance will be afforded on the Opinion Letter issued to the plan that such age is reasonably representative of the typical retirement age for the industry in which the participants work).

10. SALARY REDUCTION ARRANGEMENT - ELECTIVE DEFERRALS

Each Participant may elect to have Compensation deferred by up to the maximum amount allowed by law.

Participants may make Catch-Up Contributions. Roth Elective Deferrals are **NOT** permitted.

11. IN-PLAN ROTH ROLLOVER CONTRIBUTIONS/TRANSFERS (Plan Section 12.11)

In-Plan Roth Rollover contributions (IRRs) and In-Plan Roth transfers (IRTs) are **NOT** permitted.

12. TRUSTEE(S) (Plan Section 1.84)

The person or entity below has agreed to serve as Trustee pursuant to the terms of the separate Trust agreement, or any successors thereto. **The Employer has no reliance on the IRS opinion letter with respect to the separate Trust agreement.**

a. MFS Heritage Trust Company will serve as Directed Trustee (as defined in Plan Section 1.21) over the assets described in Section 3.1 of its separate trust agreement.

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b. The following person or entity will serve as Trustee under a separate trust agreement (may be a corporate entity or individuals, including a sole proprietor, partner or officer of the Employer)

Name(s): _____

Address: _____

Telephone: _____

Standardized Defined Contribution - Individual(k)

STANDARD PROVISIONS. The following elections, which are referenced in the Basic Plan Document, apply to this Plan.

1. Valuation Date means the last day of the Plan Year and any other dates deemed necessary or appropriate by the Administrator, which may include any day that the Trustee, any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation).
2. The Employer will be the Plan Administrator.
3. This Plan shall be governed by the laws of the state or commonwealth where the Employer's principal place of business is located, except as otherwise provided in the Trustee's separate trust agreement.
4. All Employees, except union employees and non-resident aliens (both as defined in Plan Section 1.28), are eligible to participate for all purposes of the Plan subject to any eligibility conditions contained in Section 6.
5. To the extent applicable, the Hours of Service method shall be used to compute eligibility for Employees based on actual hours for which an Employee is paid or entitled to payment. "Year of Service" means the computation period of twelve (12) consecutive months during which an Employee has completed at least 1,000 Hours of Service. Employees whose records of actual Hours of Service are not maintained or available (e.g., salaried employees) will be credited with one hundred ninety (190) Hours of Service for each month they would be credited with at least one (1) Hour of Service during the month. The eligibility computation period after the initial eligibility computation period shall shift to the Plan Year. The vesting computation period shall be the Plan Year.
6. Normal Retirement Date means the Anniversary Date coinciding with or next following a Participant's Normal Retirement Age.
7. There are no early retirement provisions.
8. Compensation with respect to any Participant means wages, tips and other compensation on Form W-2 and shall be based on the Plan Year. Compensation for any Self-Employed Individual, however, shall be equal to Earned Income.
9. Compensation shall be adjusted by (a) including compensation not currently includible in the Participant gross income by reason of the application of Code §§ 401(k), 125 (cafeteria plan), 132(f)(4) (qualified transportation fringe), 402(h)(1)(B) (simplified employee pension plan), 414(h)(2) (employer pickup contributions under a governmental plan), 403(b) (tax sheltered annuity) or 457(b) (eligible deferred compensation plan); (b) excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in (a) above) and welfare benefits; and (c) excluding Compensation paid during the determination period while not a Participant in the Plan. Military Differential Pay will be treated as Compensation for all Plan benefit purposes. 415 Compensation and Plan Compensation will include (to the extent provided in Plan Section 1.40), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans. The Limitation Year is the Plan Year.
10. The ADP and/or ACP safe harbor provisions and Automatic Contribution Arrangement provisions do not apply. The ADP and ACP ratio for Nonhighly Compensated Employees will be based on current year ratio.
11. The Employer may make matching contributions equal to a discretionary percentage, to be determined by the Employer, of the Participants' Elective Deferrals (including, if permitted under the Plan, Roth Elective Deferrals and/or Catch-up Contributions). In applying the matching contribution, only Elective Deferrals up to a discretionary percentage of a Participant's Compensation or a discretionary dollar amount, the percentage or dollar amount to be determined by the Employer on a uniform basis to all Participants on a pro rata basis, will be taken into account. This matching contribution shall be determined on a payroll period basis to any Participant who is makes Elective Deferrals during the Plan Year.
12. The Employer may make a discretionary profit sharing contribution for a Plan Year, the amount to be determined in the discretion of the Employer and allocated in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants eligible to share in the allocations for the Plan Year. A Participant is eligible to share in the contribution for the Plan Year if the Participant is employed on the last day of the Plan Year or terminates employment with at least 500 Hours of Service during the Plan Year. This Plan will not fail to satisfy the requirements in Section 6 merely because the plan provides, either as the result of an elective provision or by default in the absence of an election to the contrary, that individuals who become Employees, as the result of a transaction described in § 410(b)(6)(C) will be excluded from eligibility to participate in the Plan during the period beginning on the date of the transaction and ending on a date that is not later than the last day of the first Plan Year beginning after the date of the transaction. A transaction described in § 410(b)(6)(C) is an asset or stock acquisition, merger, or other similar transaction involving a change of the Employer of the Employees of a trade or business.
13. All contributions shall be 100% vested at all times.

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14. Distributions will be made as soon as administratively feasible following termination of employment in lump-sums only. Partial withdrawals or installments are only permitted for required minimum distributions under Code §401(a)(9). No annuities will be allowed. All distributions will be in cash or property that is specifically allocated and identifiable with respect to a Participant.
15. Distributions upon the death of a Participant prior to receiving any benefits shall be made pursuant to the election of the Participant or Beneficiary.
16. No involuntary distributions shall be made.
17. Hardship distributions are NOT allowed.
18. In-service distributions are allowed at age 59 1/2 from all Accounts. (This Adoption Agreement may not be used a Money Purchase Pension Plan).
19. Loans are NOT permitted.
20. The Participants shall direct the Trustee with respect to the investments of all Accounts.
21. Rollovers may be accepted from all Eligible Employees. Distributions from a Participant's Rollover Account may be made at any time.
22. After-tax voluntary Employee contributions are not allowed.
23. Required minimum distributions shall be made at the later of age 70 1/2 or retirement, except for 5% owners.
24. This Adoption Agreement does not include an Appendix A (Special Effective Dates and other permitted elections).
25. Top Heavy contributions shall be made to Non-Key Employees only. If the Employer maintains any other Plan, then this Plan will provide the top-heavy minimum and will not reduce any Annual Additions.

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Reliance on Provider Opinion Letter. The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider’s IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

An Employer who has ever maintained or who later adopts any plan (including a welfare benefit fund, as defined in Code §419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in Code §419A(d)(3), or an individual medical account, as defined in Code §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 §§ 415 and 416.

This Adoption Agreement may be used only in conjunction with basic plan document #01. This Adoption Agreement and the basic Plan document shall together be known as _ MFS Fund Distributors, Inc. Defined Contribution Pre-Approved Plan #01-002.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

Execution for Page Substitution Amendment Only. If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) _____ effective _____, by substitute Adoption Agreement page number(s) _____. The Employer should retain all Adoption Agreement Execution Pages and amended pages. [*Note: The Effective Date may be retroactive or may be prospective.*]

The Provider, MFS Fund Distributors, Inc., will notify all adopting Employers of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. Furthermore, the Employer agrees to notify the Provider of any change in address. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and the Provider no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider’s representative

MFS Fund Distributors, Inc.

Address: 111 Huntington Avenue, Boston, MA 02067

Telephone Number: 1-800-637-1255 (MFS Service Center, Inc.)

Email address (optional): _____

The Employer by executing below, hereby adopt this Plan(add additional signature lines as needed) :

EMPLOYER: _____
[Name of Employer]

By: _____

DATE SIGNED



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Plan Description: Standardized Pre-Approved Profit Sharing Plan With CODA
FFN: 31744840701-002 Case: 201901859 EIN: 04-3169826
Letter Serial No: Q704176a
Date of Submission: 12/31/2018

MFS FUND DISTRIBUTORS INC
111 HUNTINGTON AVENUE
BOSTON, MA 02199

Contact Person:
Janell Hayes
Telephone Number:
513-975-6319
In Reference To: TEGE:EP:7521
Date: 10/21/2020

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable for use by employers for the benefit of their employees under Internal Revenue Code (IRC) Section 401.

We considered the changes in qualification requirements in the 2017 Cumulative List of Notice 2017-37, 2017-29 Internal Revenue Bulletin (IRB) 89. Our opinion relates only to the acceptability of the form of the plan under the IRC. We did not consider the effect of other federal or local statutes.

You must provide the following to each employer who adopts this plan:

- . A copy of this letter
- . A copy of the approved plan
- . Copies of any subsequent amendments including their dates of adoption
- . Direct contact information including address and telephone number of the plan provider

Our opinion on the acceptability of the plan's form is a determination as to the qualification of the plan as adopted by a particular employer only under the circumstances, and to the extent, described in Revenue Procedure (Rev. Proc.) 2017-41, 2017-29 I.R.B. 92. The employer who adopts this plan can generally rely on this letter to the extent described in Rev. Proc. 2017-41. Thus, Employee Plans Determinations, except as provided in Section 12 of Rev. Proc. 2020-4, 2020-01 I.R.B. 148 (as updated annually), will not issue a determination letter to an employer who adopts this plan. Review Rev. Proc. 2020-4 to determine the eligibility of an adopting employer, and the items needed, to submit a determination letter application. The employer must also follow the terms of the plan in operation.

An employer who adopts this plan may not rely on this letter if the coverage and contributions or benefits under the employer's plan are more favorable for highly compensated employees, as defined in IRC Section 414(q).

Our opinion doesn't apply for purposes of IRC Sections 415 and 416 if an employer maintains or ever maintained another qualified plan for one or more employees covered by this plan. For this purpose, we will not consider the employer to have maintained another defined contribution plan provided both of the following are true:

- . The employer terminated the other plan before the effective date of this plan
- . No annual additions were credited to any participant's account under the other plan as of any date within the limitation year of this plan

Also, for this purpose, we'll consider an employer as maintaining another defined contribution plan if the

employer maintains any of the following:

- . A welfare benefit fund defined in IRC Section 419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees as defined in IRC Section 419A(d)
- . An individual medical account as defined in IRC Section 415(l)(2), which is part of a pension or annuity plan maintained by the employer
- . A simplified employee pension plan

An employer who adopts this plan may not rely on an opinion letter for either of the following:

- . If the timing of any amendment or series of amendments to the plan satisfies the nondiscrimination requirements of Treasury Regulations 1.401(a)(4)-5(a), except with respect to plan amendments granting past service that meet the safe harbor described in Treasury Regulations 1.401(a)(4)-5(a)(3) and are not part of a pattern of amendments that significantly discriminates in favor of highly compensated employees
- . If the plan satisfies the effective availability requirement of Treasury Regulations 1.401(a)(4)-4(c) for any benefit, right, or feature

An employer who adopts this plan as an amendment to a plan other than a standardized plan may not rely on this opinion letter about whether a prospectively eliminated benefit, right, or other feature satisfies the current availability requirements of Treasury Regulations 1.401(a)(4)-4.

Our opinion doesn't apply to Treasury Regulations 1.401(a)-1(b)(2) requirements for a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

Our opinion doesn't constitute a determination that the plan is an IRC Section 414(d) governmental plan. This letter is not a ruling with respect to the tax treatment to be given contributions that are picked up by the governmental employing unit within the meaning of IRC Section 414(h)(2).

Our opinion doesn't constitute a determination that the plan is an IRC Section 414(e) church plan.

Our opinion may not be relied on by a non-electing church plan for rules governing pre-ERISA participation and coverage.

The provisions of this plan override any conflicting provision contained in the trust or custodial account documents used with the plan, and an adopting employer may not rely on this letter to the extent that provisions of a trust or custodial account that are a separate portion of the plan override or conflict with the provisions of the plan document. This opinion letter does not cover any provisions in trust or custodial account documents.

An employer who adopts this plan may not rely on this letter when:

- . the plan is being used to amend or restate a plan of the employer which was not previously qualified
- . the employer's adoption of the plan precedes the issuance of the letter
- . the employer doesn't correctly complete the adoption agreement or other elective provisions in the plan
- . the plan is not identical to the pre-approved plan (that is, the employer has made amendments that cause the plan not to be considered identical to the pre-approved plan, as described in Section 8.03 of Rev. Proc. 2017-41)

Our opinion doesn't apply to what is contained in any documents referenced outside the plan or adoption agreement, if applicable, such as a collective bargaining agreement.

Our opinion doesn't consider issues under Title I of the Employee Retirement Income Security Act (ERISA) which are administered by the Department of Labor.

If you, the pre-approved plan provider, have questions about the status of this case, you can call the telephone number at the top of the first page of this letter. This number is only for the provider's use. Individual participants or adopting eligible employers with questions about the plan should contact you.

MFS FUND DISTRIBUTORS INC

FFN: 31744840701-002

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You must include your address and telephone number on the pre-approved plan or the plan's adoption agreement, if applicable, so that adopting employers can contact you directly.

If you write to us about this plan, provide your telephone number and the best time to call if we need more information. Whether you call or write, refer to the letter serial number and file folder number at the top of the first page of this letter.

Let us know if you change or discontinue sponsorship of this plan.

Keep this letter for your records.

Sincerely Yours,



Khin M. Chow
Director, EP Rulings & Agreements

Letter 6186 (June-2020)
Catalog Number 72434C