

**SEIU AFFILIATES' 401(k) PLAN
PARTICIPATION AGREEMENT**

ID#: 764621 Subplan: _____

This SEIU Affiliates' 401(k) Plan (the "Plan") is only available to Employers that are affiliated with the Service Employees International Union ("SEIU"). By executing this Participation Agreement, an eligible Employer agrees to abide by the terms of this Agreement and by the terms of the SEIU Affiliates' 401(k) Plan and Trust Document, which is incorporated by reference, both as it currently appears and as it may be amended in the future. The Employer further agrees that it shall provide whatever information and documentation as may be requested by the SEIU and/or the Trustees of the Plan (and/or their delegates) for the purpose of determining the compliance of the Plan with applicable legal requirements. Finally, the employer agrees that it shall be solely responsible for payment of any fees in accordance with the schedule below, and that the Employer's continued participation in the Plan is dependent upon its paying all fees that become due and owing, including any future increases.

Affiliated Employer's Name and Information:

	<i>Fill in box below.</i>
Name of Affiliate:	
Address:	_____ _____
Telephone Number:	
Fax Number:	
Local Contact's Name & E-mail:	_____ _____
Employer Taxpayer ID No.	
Effective Date of Participation:	
Payroll Frequency:	<input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Semi-Monthly <input type="checkbox"/> Other (Explain):

Employees Eligible to Participate (check one):

- All Employees
- All Employees other than those included under the following collective bargaining agreements (attach a copy of the collective bargaining agreements):

- Only Employees covered under the following collective bargaining agreements (attach a copy of the collective bargaining agreements):

Part Time Employees. Part-time employees who work fewer than 1,000 hours in a year are:

- Included in the Plan.
- Excluded from the Plan.

Anyone Categorized as “Lost Timers”, “Leased”, “Independent Contractors” are:

- Included in the Plan.
- Excluded from the Plan.

Eligibility Period. New Employees are permitted to participate beginning the first day of the month following (check one):

- The first anniversary of the date of hire (one year).
- The sixth month anniversary of the date of hire (six months).
- The date of hire (immediate).
[NOTE: May not defer contributions until 1st of the month following Date of Hire.]
- Other (not to exceed one year from the date of hire):

Vesting Schedule (check one):

- Three-Year Cliff Vesting (100% vesting after 3 years)
- Immediate Vesting (100% vesting immediately)
- Graduated Vesting (33% vesting after one year, 66% after two years, 100% after three years.

[Note that Participants are always fully vested in their wage deferrals and in any contributions that are required to be vested in order to satisfy a “safe harbor” or that are otherwise required to be vested in order to satisfy any testing required under applicable law.]

Loan Participation:

The undersigned Employer agrees that loans shall be made available to its employees, and that it shall be obligated to deduct the appropriate payments from the pay of any employee pursuant to that employee’s Loan Agreement.

Automatic Enrollment and Elective Deferrals:

- Employees who are otherwise eligible and who have not filed a wage deferral election shall be automatically enrolled in the Plan. Automatic wage deferrals shall be contributed at the rate of _____ % of compensation for such automatic enrollees.

[NOTE that automatic elective deferrals will commence 60 to 90 days after the Plan’s receipt of a participation agreement electing such deferrals.]

Matching Section 401(k) Contributions (check one):

- The Employer shall not make matching Section 401(k) Contributions.
- The Employer shall make matching Section 401(k) Contributions.

The Employer will match all wage deferrals at the rate of _____% for each dollar of Wage deferral, up to _____% of compensation.

Fixed Employer Contributions (check one):

- The Employer shall not make fixed (non-elective) contributions.
- The Employer shall make fixed (non-elective) contributions at the following rate:
_____ % of Compensation.

Safe Harbor Contributions (check one):

- The Employer will not make safe harbor contributions.
- The Employer shall make safe harbor contributions, on the following basis:
 - Safe Harbor Matching Contributions—The Employer shall match all Elective Deferrals at the rate of 100% for each dollar of Elective Deferral, up to 3% of Compensation, and will match additional Elective Deferrals at the rate of 50% for each dollar of additional Elective Deferrals, up to 5% of compensation. All such Safe Harbor Matching Contributions shall be 100% vested at all times.
 - Safe Harbor Fixed (Non-Elective) Contributions—The Employer shall make fixed (non-elective) contributions at the rate of 3% of compensation. All such Safe Harbor Fixed Contributions shall be 100% vested at all times.
- Contributions in Excess of Safe-Harbor Requirements—The Employer has agreed to make Matching Contributions and/or Fixed Contributions in an amount greater than the safe harbor requirement. The amount of such contribution necessary to satisfy the safe harbor requirement shall be 100% vested at all times.

SCHEDULE OF FEES

Each participating Local/Group is currently being charged an Administrative Fee of \$90.00 per year per participant account. The Local/Group will be billed \$22.50 per quarter for each participant showing an account balance for each quarter (regardless of whether they are still on payroll), and quarterly bills will be sent from the SEIU Benefit Funds Office.

Please initial here _____, to show that you understand these terms and are in agreement.

Signature and Acceptance

Name of Employer: _____

Dated: _____

By: _____
Signature

Print Name

Title

[This Agreement is not effective until it has been accepted by the SEIU Benefit Funds office.]

Acceptance of Participation:

The above-identified Affiliated Employer shall be permitted to participate in the Plan, subject to the terms and conditions specified above, effective as of:

(Date) _____.

Dated: _____

By: _____

Signature

EUNICE WASHINGTON

Print Name

LEGAL COUNSEL, SEIU BENEFIT FUNDS

Title

Assigned Upon Acceptance:

ID#: 764621 Subplan: _____

Please use this ID on all Plan-related correspondence.