

SMART LOCAL 36 401K PLAN
PARTICIPATION AGREEMENT BY CONTRACTOR
FOR
NON BARGAINING UNIT EMPLOYEES

Effective _____, the undersigned Contractor agrees to participate in the SMART Local 36 401K Plan (herein "the Plan") administered by the Trustees of the SMART Local 36 Plan (herein the "Trustees") for the Contractors non-bargaining employees on the following basis.

Participation on behalf of all non-bargaining unit employees:

The Employer agrees to participate in the Plan on behalf of **all** non-bargaining unit employees who work at least 20 hours a week including: (A) the payment of a non-discretionary Employer contribution at the rate of fifty cents per hour for both regular and overtime hours; and (B) Salary deferral in accordance with the terms of the Plan. For those non-bargaining unit employees paid on a salaried basis, the Employer contributions will be based on a work week of 40 hours and will not include overtime hours. The Employer contribution is due from the first day of employment.

Bound by the Terms of the Trust Agreement, Trust Amendments and Regulations and Plan Document and Plan Amendments:

Except as modified by this Participation Agreement, the Employer agrees to be bound as an Employer to the terms of the Plans Trust Agreement of January 1, 2009, as amended from time to time, the regulations of the Trustees, the Plan and Plan Amendments.

Participation in accordance with IRS rules:

The Employer agrees that its participation in the Plan is conditional upon its full compliance with applicable IRS rules pertaining to 401K plans. Maximum salary deferrals are limited by Code Section 402(g). (\$18,000 voluntary contribution for 2015) In addition, the Employers non bargaining unit group will be separately tested under the IRS ADP and ACP discrimination tests. If excess deferrals are found during the testing and are not returned to the Employer's Highly Compensated Employees on a timely basis, the Employer will be subject to excise taxes and the disqualification of the Plan to the extent of the Employer's participation for non-bargaining unit employees as well as other penalties imposed by the IRS.

Obligation to timely supply payroll information requested by the Plan:

The Employer agrees to supply monthly salary information to the Plan when submitting monthly statements and all additional payroll information requested by the Administrator for the purpose of performing legally required discrimination testing.

Due date for Employer Contributions and salary deferrals:

Unless salary deferrals or Employer contributions are required to be paid at an earlier date in accordance with Regulations of the United States Department of Labor, Employer contributions and salary deferrals must be received by the Fund office along with an Employer report in the form required by the Trustees no later than the 15th day of the month following the month that the Employer contributions were earned or deferrals deducted. Late paid Employer contributions and salary deferrals will be subject to the Plan's Delinquency Procedure which includes liquidated damages, interest, lost earning, attorney's fees and court costs. The Employer will reimburse the Plan for any expense that is incurred as a result of any violation of this agreement including by not limited to the cost of any audit performed by the Trustees which discloses that the Employer has not timely paid monies owed to the Plan.

Termination of Participation Agreement:

The participation agreement may be terminated by either the Trustees of the Plan or by the Employer upon thirty (30) days written notice to the other party.

Employer: _____

Title: _____

Date: _____

Approved by: _____ Date: _____

Chairman, SMART Local 36 401(k) Plan

Approved by: _____ Date: _____

Trustee, SMART Local 36 401(k) Plan