

[INTENDED FOR CYCLE C]
**ADOPTION AGREEMENT
CASH BALANCE DEFINED BENEFIT PLAN**

The undersigned adopting employer hereby adopts this Plan and its related Trust. The Plan and Trust are intended to qualify as a tax-exempt defined benefit pension plan and trust under Code sections 401(a) and 501(a), respectively. The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #06-CB and any related Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

COMPANY INFORMATION

1. Name of adopting employer (Plan Sponsor): _____
2. Address: _____
3. City: _____ 4. State: _____ 5. Zip: _____
6. Phone number: _____ 7. Fax number: _____
8. Plan Sponsor EIN: _____
9. Plan Sponsor fiscal year end: _____
- 10a. Plan Sponsor entity type:
 - i. C Corporation
 - ii. S Corporation
 - iii. Partnership
 - iv. Limited Liability Company
 - v. Limited Liability Partnership
 - vi. Sole Proprietorship
 - vii. Union
- 10b. If 10a.vii (Union) is selected, enter name of the representative of the parties who established or maintain the Plan: _____
11. State of organization of Plan Sponsor: _____
- 12a. The Plan Sponsor is a member of an affiliated service group:
 Yes No
- 12b. If 12a is "Yes", list all members of the group (other than the Plan Sponsor): _____
- 13a. The Plan Sponsor is a member of a controlled group:
 Yes No
- 13b. If 13a is "Yes", list all members of the group (other than the Plan Sponsor): _____

PLAN INFORMATION

A. GENERAL INFORMATION

1. **Plan Number:** _____
2. **Plan name:**
 - a. _____
 - b. _____
3. **Effective Date:**
- 3a. Original effective date of Plan: _____
- 3b. Is this a restatement of a previously-adopted plan?
 Yes No
- 3c. If A.3b is "Yes", effective date of Plan restatement: _____
NOTE: If A.3b is "No", the Effective Date shall be the date specified in A.3a, otherwise the date specified in A.3c; provided, however, that when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision. The date specified in A.3a for a new plan, or the date specified in A.3c for an amended and restated plan, may not be earlier than the first day of the Plan Year during which the Plan is adopted by the Plan Sponsor.
4. **Plan Year** means each 12-consecutive month period ending on _____(e.g. December 31). If the Plan Year changes, any special provisions regarding a short Plan Year should be placed in the Addendum to the Adoption Agreement.
- 5a. **Limitation Year** means:
 - i. Plan Year
 - ii. calendar year
 - iii. tax year of the Plan Sponsor
 - iv. Other
- 5b. If A.5a is "Other", describe other Limitation Year:

Compensation

- 20a. Definition of Compensation:

- i. **W-2.** Wages within the meaning of Code section 3401(a) and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052.
 - ii. **Withholding.** Wages within the meaning of Code section 3401(a) for the purposes of income tax withholding at the source.
 - iii. **415 Safe Harbor.** Only those items specified in Treas. Reg. section 1.415(c)-2(b)(1) and excluding all those items listed in Treas. Reg. section 1.415(c)-2(c).
- 20b.** If **A.20a.iii** (415 Safe Harbor) is selected, exclude amounts received during the year by an employee pursuant to a nonqualified unfunded deferred compensation plan to the extent includible in gross income:
 Yes No
- 21.** Include deferrals in definition of Compensation?
 Yes No
 Unless "No" is checked, Compensation shall also include any amount which is contributed by the Company pursuant to a salary reduction agreement and which is not includable in the gross income of the Employee under Code sections 125, 132(f), 402(e)(3), 402(h), 403(b) or 457(b).
- 22a.** Increase Compensation limit to amount provided by EGTRRA:
 Yes No
- 22b.** If **A.22a** is "Yes", increase Compensation limit for determination periods beginning before January 1, 2002:
 Yes No
 If "No" is selected, the annual Compensation for determination periods beginning before January 1, 2002, shall be \$150,000 for any determination period beginning in 1996 or earlier; \$160,000 for any determination period beginning in 1997, 1998, or 1999; and \$170,000 for any determination period beginning in 2000 or 2001.
- 23a.** Include Post Severance Compensation in definition of Compensation for purposes of benefit accrual:
 Yes No
- 23b.** If **A.23a** is "Yes", effective date of inclusion of Post Severance Compensation shall be limitation years beginning on or after:

- 23c.** Determine compensation for purposes of benefit accrual using Post Year End Compensation:
 Yes No
NOTE: If "Yes" is selected, amounts earned during the current year and paid during the first few weeks of the next year will be included in current year compensation.
- 23d.** If **A.23c** is "Yes", effective date of inclusion of Post Year End Compensation shall be limitation years beginning on or after:

- 23e.** Include in Compensation payments made to an individual on account of qualified military service:
 Yes No
- 23f.** Include in Compensation payments made to a Participant who is permanently and totally disabled:
 Yes No
- 23g.** Include deemed Code section 125 compensation in definition of Compensation:
 Yes No
NOTE: The elections specified in **A.20b** and **A.23a - A.23g** will also apply for purposes of Testing Compensation.

Compensation Exclusions

- 24.** Exclude certain fringe benefits from definition of Compensation:
 Yes No
 If "Yes" is checked, Compensation shall exclude all of the following items (even if includable in gross income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits.
- 25a.** Exclude other pay from definition of Compensation for the following Participants:
 i. None
 ii. Highly Compensated Employees only
 iii. All Participants
- 25b.** If **A.25a.ii** or **A.25a.iii** is selected, describe other pay excluded from definition of Compensation:

NOTE: The pay specified above must be objectively determinable and may not be specified in a manner that is subject to Company discretion.

Testing Compensation

- 26.** Definition of Testing Compensation:
 i. **W-2.** Wages within the meaning of Code section 3401(a) and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052.
 ii. **Withholding.** Wages within the meaning of Code section 3401(a) for the purposes of income tax withholding at the source.

- iii. **415 Safe Harbor.** Only those items specified in Treas. Reg. section 1.415(c)-2(b)(1) and excluding all those items listed in Treas. Reg. section 1.415(c)-2(c).

Highly Compensated Employee

29. Use top-paid group election in determining Highly Compensated Employees:
 Yes No
30. Use calendar year beginning with or within the preceding Plan Year in determining Highly Compensated Employees:
 Yes No

Other Definitions

31. Definition of Age. A Participant's Age is determined as of:
i. Last birthday
ii. Nearest birthday
32. Definition of Disability:
i. The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence.
ii. The determination by the Social Security Administration that the Participant is eligible to receive disability benefits under the Social Security Act.
iii. The Participant suffers from a physical or mental impairment that results in his inability to engage in any occupation comparable to that in which the Participant was engaged at the time of his disability. The permanence and degree of such impairment shall be supported by medical evidence.
iv. The Participant is eligible to receive benefits under a Company-sponsored disability plan.
v. The Participant is mentally or physically disabled under uniform rules consistently applied to all Participants in like circumstances.
- NOTE:** The choice of definition of Disability may affect whether the Plan provides a qualified disability benefit.
33. Name of state or commonwealth for choice of law (Section 14.06): _____

Actuarial Equivalent - Non Lump Sum

40. Enter non lump sum pre-retirement mortality assumption: _____
41. Enter non lump sum pre-retirement interest rate assumption: _____
42. Enter non lump sum post-retirement mortality assumption: _____
43. Enter non lump sum post-retirement interest rate assumption: _____

Actuarial Equivalent - Applicable Interest Rate and Mortality Table

44. Enter stability period for purposes determining the applicable interest rate and the applicable mortality table:
a. month
b. Plan quarter
c. Plan Year
d. calendar quarter
e. calendar year
45. When determining the applicable interest rate and the applicable mortality table, are averages used in computing the lookback month:
 Yes No
46. If **A.45** is "No", enter lookback month (month preceding stability period):
 first month second month third month fourth month fifth month
47. If **A.45** is "Yes", enter number of consecutive months to average:
 two three four five
48. If **A.45** is "Yes", enter last month of average period (month preceding stability period):
 first month second month third month fourth month

B. ELIGIBILITY

Exclusions

The term "Eligible Employee" shall not include (Check items **B.1 - B.4a** as appropriate):

1. **Union.** Any Employee who is included in a unit of Employees covered by a collective bargaining agreement, if retirement benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.
2. Any **Leased Employee.** (as defined in Article 2).

3. **Non-Resident Alien.** Any Employee who is a non-resident alien who received no earned income (within the meaning of Code section 911(d)(2)) which constitutes income from services performed within the United States (within the meaning of Code section 861(a)(3)).

4a. **Other.** Other Employees described in **B.4b**.

4b. If **B.4a** is selected, describe other excluded Employees from definition of Eligible Employee:

NOTE: Any classification specified in **B.4b** must be an objectively defined classification of Employees, be done on a non-discriminatory basis and must comply with Code section 410(a).

5. **Opt-Out.** An Employee may irrevocably elect not to participate in the Plan:

Yes No

Other Employer Service

6a. Count a maximum of five years service with other non-affiliated employers for eligibility purposes:

Yes No

6b. If **B.6a** is "Yes", list other non-affiliated employers: _____

Break in Service

7. **Rule of parity.** If an Employee does not have any nonforfeitable right to the Accrued Benefit derived from Employer contributions, exclude eligibility service before a period of five (5) consecutive One-Year Breaks in Service/Periods of Severance.

Yes No

8. **One-year holdout.** If an Employee has a One-Year Break in Service/Period of Severance, exclude eligibility service before such period until the Employee has completed a Year of Eligibility Service after returning to employment with the Employer.

Yes No

Immediate Participation

9a. If the Plan is a new plan, allow immediate participation to all Eligible Employees employed on the date specified in **B.9b**:

Yes No

9b. If **B.9a** is "Yes", all Eligible Employees employed on _____ shall become eligible to participate in the Plan as of such date.

Employer Credits

An Eligible Employee shall become eligible to participate in the Plan in accordance with Section 3.01 at the time specified in **B.12** upon meeting the requirements of **B.10** and **B.11**:

10. Minimum age requirement for Employer Credits: _____ (21 maximum - leave blank or enter "0" if none)

11. Minimum service requirement for Employer Credits (Cannot exceed 1 year, unless the Plan provides a nonforfeitable right to 100% of the Participant's Accrued Benefit after not more than 2 years of service, in which case up to 2 years is permitted.):

a. Completion of _____ Year(s) of Eligibility Service (Not to exceed 2)

b. Completion of _____ Month(s) of Eligibility Service (Not to exceed 12 - See **B.23**)

c. Completion of the number of Hours of Service specified in **B.23** in a _____ month period (Not to exceed 12. The rules regarding computation of service found under the definition of Month of Eligibility Service apply for purposes of determining service under **B.11c**.)

d. None

12a. Frequency of entry dates for Employer Credits:

i. An Eligible Employee shall become a Participant eligible to receive Employer Credits immediately upon meeting the requirements of **B.10** and **B.11**.

ii. first day of each calendar month

iii. first day of each plan quarter

iv. first day of the first month and seventh month of the Plan Year

v. first day of the Plan Year

12b. If **B.12a.i.** (immediate entry) is not selected, an Eligible Employee shall become a Participant eligible to receive Employer Credits on the entry date selected in **B.12a** that is:

i. coincident with or next following

ii. next following

iii. coincident with or immediately preceding

iv. immediately preceding

v. nearest to

the date the requirements of **B.10** and **B.11** are met.

NOTE: The combination of **B.11** and **B.12** must meet the requirements of Code section 410(a). For instance, **B.12a.v** may not be selected with **B.12b.i** if two Years of Service is required under **B.11**.

- 13a. Plan was frozen as to new Participants:
 Yes No
- 13b. If **B.13a** is "Yes", no Eligible Employees shall become eligible to participate in the Plan after: _____.

Eligibility Service Computation Rules

20. Eligibility service computation method (Unless **B.20.ii** (Elapsed Time) is selected, the Plan will use the Hours of Service method for determining eligibility service. If **B.20.ii** (Elapsed Time) is selected, questions **B.21** through **B.24** are disregarded.):
- i. Hours of Service
 - ii. Elapsed Time
21. Eligibility Computation Period switch to Plan Year:
 Yes No
22. If **B.20** is "Hours of Service", enter the number of Hours of Service necessary for Year of Eligibility Service: _____
(Not more than 1,000. If left blank, the Plan will use 1,000 Hours of Service.)
23. If **B.20** is "Hours of Service" and if eligibility is computed using months, enter the number of Hours of Service necessary for a Month of Eligibility Service under **B.11b** or enter the number of Hours of Service that must be completed in the period described under **B.11c**: _____ (Not more than 83 if computed per month under **B.11b**; or not more than 83 times the number of months selected in **B.11c**.)
- NOTE:** If eligibility is computed using months, the service requirement under **B.11b** or **B.11c**, as applicable, shall be deemed met no later than the end of an Eligibility Computation Period during which the Eligible Employee completes 1,000 Hours of Service; provided, that the individual is an Eligible Employee on the applicable entry date.
24. If **B.20** is "Hours of Service", select hours equivalency for eligibility purposes:
- i. None.
- An Employee shall be credited with the following service with the Employer:
- ii. 10 Hours of Service for each day or partial day
 - iii. 45 Hours of Service for each week or partial week
 - iv. 95 Hours of Service for each semi-monthly payroll period or partial semi-monthly payroll period
 - v. 190 Hours of Service for each month or partial month

C. BENEFITS

NOTE TO IRS REVIEWER: Section C (other than C.32-C.50 reflects certain provisions of the Pension Protection Act.

Pension - Service

- 10a. Require service for a Participant to receive an allocation of Employer Credits:
 Yes No
- 10b. If **C.10a** is "Yes", Hours of Service required in the applicable Determination Period for a Participant to receive an allocation of Employer Credits: _____ (Not more than 1,000 if the Determination period is the Plan Year. This limit is reduced commensurately for each other Determination Period.)
11. Method to fix Code section 401(a)(26) and section 410(b) coverage failures (Section 4.01(b)):
- i. Ignore Section 4.01(b) - Do not automatically add any Participants.
 - ii. Section 4.01(b) shall apply.

Accrual Rule

Accrual rule. The annual rate of increase in the Accrued Benefit payable at Normal Retirement Age for a Participant shall not be more than 133-1/3% of the annual rate at which such Participant accrued benefits for any prior Plan Year. The foregoing shall be subject to exceptions provided Code section 411(b)(1)(B) and other applicable guidance relating to plan amendments and other matters.

Pension - Formula

Notwithstanding anything in the Plan to the contrary and for purposes of Section 4.01 and other applicable provisions of the Plan, each Participant's Accrued Benefit shall be the balance in his or her Cash Balance Account determined as of his or her Annuity Starting Date. The value of a lump sum distribution and the present value of the Participant's benefit shall be the balance in the Participant's Cash Balance Account. The periodic amount of any other benefit (including, but not limited to, the benefit payable at Normal Retirement or any other date and the normal form of benefit described in Section 7.01) shall be the Actuarial Equivalent of the Cash Balance Account.

Establishment of Cash Balance Account. A Cash Balance Account shall be established and maintained for each applicable Participant. Credits shall be made to the Cash Balance Account in accordance with the provisions set forth below and debits shall be made to the Cash Balance Account for the Actuarial Equivalent of any benefit provided hereunder. The accounts established and maintained hereunder are for bookkeeping purposes only and shall not be construed as creating for any Employee a right to specific assets of the Plan. When determining any plan limitations and/or minimum benefit expressed in

terms of an annuity, the Cash Balance Account and/or Employer Credits shall be adjusted by the Actuarial Equivalent of such limitation and/or minimum benefit.

Employer Credits. At the end of each period specified in **C.26** ("Determination Period") in which an individual Participant satisfies the requirements of **C.10**, Employer Credits shall be credited to such Participant's Cash Balance Account as set forth in **C.24**.

Interest Credits. Interest Credits shall be made to the Cash Balance Account on the last day of each Determination Period and shall be calculated by multiplying the balance in the Participant's Cash Balance Account on the first day of such Determination Period by the Applicable Interest Crediting Rate for the Determination Period. The Applicable Interest Crediting Rate for a Determination Period shall be the rate specified in **C.27-C.29**. No Interest Credits shall accrue to the extent that the Cash Balance Account has been annuitized and the applicable interest crediting rate shall be prorated for any interest computation periods shorter than a year. Effective as of the date specified in **C.30**: (i) as of the Participant's Annuity Starting Date, the Participant's Cash Balance Account shall be no less than the sum of the Employer Credits to such account, and (ii) upon Plan termination, the Interest Credits shall be determined in accordance with Code section 411(b)(5)(B)(vi) and Prop. Treas. Reg. section 1.411(b)(5)-1(d)(3).

24. Employer Credits. Employer Credits shall be determined as follows:

i. Percentage of Compensation. An amount equal to _____ percent of Compensation during the Determination Period.

NOTE: It is not clear that the Plan will meet the safe harbor requirements for cash balance plans after the effective date of the Pension Protection Act even if **C.24.i** is selected. An actuary should be consulted as to whether the formula complies with the nondiscrimination requirements of Code section 401(a)(4).

ii. Groups.

Group One: _____. An amount equal to:

_____ percent of Compensation during the Determination Period.

\$ _____ for each Determination Period.

Greater of \$ _____ or _____ percent of Compensation for each Determination Period.

Group Two: _____. An amount equal to:

_____ percent of Compensation during the Determination Period.

\$ _____ for each Determination Period.

Greater of \$ _____ or _____ percent of Compensation for each Determination Period.

Group Three: _____. An amount equal to:

_____ percent of Compensation during the Determination Period.

\$ _____ for each Determination Period.

Greater of \$ _____ or _____ percent of Compensation for each Determination Period.

Group Four: _____. An amount equal to:

_____ percent of Compensation during the Determination Period.

\$ _____ for each Determination Period.

Greater of \$ _____ or _____ percent of Compensation for each Determination Period.

Group Five: _____. An amount equal to:

_____ percent of Compensation during the Determination Period.

\$ _____ for each Determination Period.

Greater of \$ _____ or _____ percent of Compensation for each Determination Period.

Group Six: _____. An amount equal to:

_____ percent of Compensation during the Determination Period.

\$ _____ for each Determination Period.

Greater of \$ _____ or _____ percent of Compensation for each Determination Period.

Group Seven: _____. An amount equal to:

_____ percent of Compensation during the Determination Period.

\$ _____ for each Determination Period.

Greater of \$ _____ or _____ percent of Compensation for each Determination Period.

Describe any limitations on the amount of Employer Credits that may be earned: _____. (If blank or zero, no limitations shall apply.)

NOTE: Additional groups may be specified as an addendum to the Adoption Agreement.

iii. Other. Employer Credits shall be determined pursuant to an addendum to the Adoption Agreement.

25a. The Plan has been amended in a manner to convert the Plan from a traditional formula to a cash balance formula where the Accrued Benefit is determined with respect to the balance in a hypothetical account:

Yes No

25b. If **C. 25a** is "Yes", describe the method of determining the Accrued Benefit after the conversion: _____.

NOTE: If the conversion occurred after June 29, 2005, the method of determining the Accrued Benefit after the conversion must comply with the plan conversion rules of Code section 411(b)(5)(B)(ii).

26a. Determination Period:

i. Plan Year

ii. Six month period

- iii. Three month period
- iv. Calendar month period

26b. The first Determination Period shall commence:

- i. on the first day of the Plan Year in which the Participant first becomes eligible to participate in the Plan.
- ii. on the first day of the Determination Period coincident or next following the date the Participant first becomes eligible to participate in the Plan.

Interest Crediting Rate

27. Applicable Interest Crediting Rate: _____.

NOTE: Effective as of the date specified in C.30: (i) the rate entered may not be greater than a market rate of return, and (ii) the rate entered may also be a reasonable minimum guaranteed rate of return or a rate that is equal to the greater of a fixed or variable rate of return in conformance with Code section 411(b)(5)(B)(i).

28. Enter the stability period for purposes determining the Interest Crediting Rate:

- a. daily
- b. month
- c. Plan quarter
- d. Plan Year
- e. calendar quarter
- f. calendar year

29a. If C.28 is not "daily", when determining the Interest Crediting Rate, are averages used in computing the lookback month:

Yes No

29b. If C.28 is not "daily" and C.29a is "No", enter lookback month (month preceding stability period):

first month second month third month fourth month fifth month

29c. If C.28 is not "daily" and C.29a is "Yes", enter number of consecutive months to average:

two three four five

29d. If C.28 is not "daily" and C.29a is "Yes", enter last month of average period (month preceding stability period):

first month second month third month fourth month

NOTE: If C.28 is not "daily", the Interest Crediting Rate shall be the rate in effect during lookback period specified in C.29 and shall remain in effect during the stability period specified in C.28.

Effective Date

30. Effective date of the provisions of the Pension Protection Act of 2006: _____.

NOTE: The date entered must not be earlier than and must not be later than the first Plan Year beginning on or after June 29, 2005. However, if the Plan was in existence on June 29, 2005, the date entered must not be later than the first Plan Year beginning after December 31, 2007. If the Plan is maintained pursuant to one of more collective bargaining agreements a later effective date may apply.

Offset of Benefit by Other Plan

32a. Benefits are reduced for benefits payable under another defined benefit plan (Section 4.02(b)):

Yes No

32b. If C.32.a is "Yes", enter name of plan or plans: _____

32c. If C.32.a is "Yes", method to use to reduce benefits in this Plan: _____

33a. The benefit is offset by a benefit in a defined contribution plan (Section 4.02(a)):

Yes No

33b. If C.33a is "Yes", enter name of defined Contribution Plan:

Rollovers

47a. Rollover Contributions are permitted (Section 7.13):

i. No

ii. Yes - All Eligible Employees may make a Rollover Contribution even if not yet a Participant in the Plan

iii. Yes - Only active Participants may make a Rollover Contribution

47b. If C.47a is not "No", Rollover Contributions are permitted from (Section 7.13(b)(2)):

i. All qualified plans and tax favored vehicles allowed under Code section 402

ii. Only qualified plans under Code section 401(a) and conduit IRAs

47c. If C.47a is not "No" and C.47b.i is selected, enter the effective date: _____ (must be after December 31, 2001)

Section 415 Limits

48a. Corrections to Code section 415 violations made to another plan (Section 5.01):

Yes No

- 48b. If **C.48a** is "Yes", name of plan in which 415 corrections will be made: _____
49. In determining the 100% of Compensation Limitation, High Three-Year Average Compensation is computed using (Section 5.03(f)):
 Plan Year Calendar Year
50. The Plan uses the special PFEA transition rule specified in Section 5.03(a)(2)(C) for distributions received before January 1, 2005:
 Yes No

D. VESTING

Vesting Service Computation Rules:

1. Vesting service computation method (Unless **D.1.ii** (Elapsed Time) is selected, the Plan will use the Hours of Service method for determining vesting service. If **D.1.ii** (Elapsed Time) is selected, questions **D.2** through **D.4** are disregarded.):
 i. Hours of Service
 ii. Elapsed Time
2. Number of Hours of Service necessary for a Year of Vesting Service: _____ (Not more than 1,000. If left blank, the Plan will use 1,000 Hours of Service.)
3. Select equivalency for vesting purposes:
 i. None
 An Employee shall be credited with the following service with the Employer:
 ii. 10 Hours of Service for each day or partial day
 iii. 45 Hours of Service for each week or partial week
 iv. 95 Hours of Service for each semi-monthly payroll period or partial semi-monthly payroll period
 v. 190 Hours of Service for each month or partial month
4. Vesting Computation Period:
 i. Calendar year
 ii. Plan Year
 iii. The twelve-consecutive month period commencing on the date the Employee first performs an Hour of Service; each subsequent twelve-consecutive month period shall commence on the anniversary of such date.

Other Employer Service

- 5a. Count a maximum of five years service with other non-affiliated employers for vesting purposes
 Yes No
- 5b. If **D.5a** is "Yes", list other non-affiliated employers: _____

Vesting Exceptions

6. Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee (Section 6.01):
 Yes No
7. Provide for full vesting for a Participant who Terminates employment with the Employer due to Disability while an Employee (Section 6.01):
 Yes No

Vesting Exclusions

- 9a. Exclude Years of Vesting Service earned before age 18:
 Yes No
- 9b. Exclude Years of Vesting Service earned before the Employer maintained this Plan or a predecessor plan:
 Yes No
- 9c. **One-year holdout.** If an Employee has a One-Year Break in Service/Period of Severance, exclude Years of Vesting Service earned before such period until the Employee has completed a Year of Vesting Service after returning to employment with the Employer.
 Yes No
- 9d. **Rule of parity.** If an Employee does not have any nonforfeitable right to the Account balance derived from Employer contributions, exclude Years of Vesting Service earned before a period of five (5) consecutive One-Year Breaks in Service/Periods of Severance.
 Yes No

Prior Vesting Schedule

20. Prior Vesting Schedule (Section 6.01):
 None 100% 3-7 Year Graded 2-6 Year Graded 1-5 Year Graded 1-4 Year Graded 5 Year Cliff

- 3 Year Cliff 2 Year Cliff Other
- 21a.** Other Schedule - less than 1 year:
- 21b.** Other Schedule - 1 year but less than 2 years:
- 21c.** Other Schedule - 2 years but less than 3 years:
- 21d.** Other Schedule - 3 years but less than 4 years:
- 21e.** Other Schedule - 4 years but less than 5 years:
- 21f.** Other Schedule - 5 years but less than 6 years:
- 21g.** Other Schedule - 6 years but less than 7 years:
- 21h.** Other Schedule - 7 or more years: 100%

NOTE: Any vesting schedule described in **D.21** must provide vesting at least as rapidly as the "5 Year Cliff" vesting schedule or the "3-7 Year Graded" vesting schedule.

- 22.** If **D.20** is not "None", the prior vesting schedule shall apply to Participants as follows: _____.

PPA Vesting Schedule

- 30.** Cash Balance Vesting Schedule (Section 6.01):

100% 3 Year Cliff 2 Year Cliff Other

NOTE: The effective date of the schedule described in **D.30** shall be the date specified in **C.30** and shall apply only to Participants who have an Hour of Service on or after such date.

- 31a.** Other Schedule - less than 1 year:
- 31b.** Other Schedule - 1 year but less than 2 years:
- 31c.** Other Schedule - 2 years but less than 3 years:
- 31d.** Other Schedule - 3 or more years: 100%

E. DISTRIBUTIONS

Normal Retirement

- 1a.** Normal Retirement Age means:

i. Attainment of the Age specified in **E.1b**.

ii. **Later** of attainment of the Age specified in **E.1b** and the number of years of participation specified in **E.1c**.

- 1b.** Age component of Normal Retirement Age (not to exceed 65 or less than 55): _____.

NOTE: The age selected must not be earlier than the earliest retirement age that is reasonably representative of the typical retirement age for the industry in which the plan participants work. Age 62 or older automatically meets this requirement.

- 1c.** If **E.1a.ii** is selected, number of years after date of participation for Normal Retirement Age (maximum of five): _____

- 1d.** Is it necessary to amend the Plan to revise the definition of Normal Retirement Age:

Yes No

NOTE: If the Plan qualifies for the relief in IRS Notice 2007-69 and the prior Normal Retirement Age was 55 or greater, and less than 62, the Plan does not need to be amended until the date specified in **E.1f**.

- 1e.** If **E.1d** is "Yes", describe the Plan provisions that will prevent the Plan from violating the Code and ERISA: _____.

NOTE: Item **E.1e** must contain language to prevent the reduction of benefits that would cause the Plan to fail to satisfy Code section 411(d)(6), Code section 411(a)(9) (requiring that the normal retirement benefit not be less than the greater of any early retirement benefit payable under the Plan or the benefit under the Plan commencing at normal retirement age), Code section 411(a)(10) (if the amendment changes the Plan's vesting rules), or Code section 4980F/ERISA section 204(h) (relating to amendments that reduce the rate of future benefit accrual). See Treas. Reg. 1.411(d)-4, Q&A-12.

- 1f.** If **E.1d** is "Yes", enter the effective date of change in the Normal Retirement Age: _____. (If the Normal Retirement Age was 55 or greater, and less than 62, must be after May 22, 2007 and no later than the first day of the first Plan year beginning after June 30, 2008.

- 2a.** Normal Retirement Date means:

i. First day of calendar month coincident or next following Normal Retirement Age

ii. First day of calendar month nearest Normal Retirement Age

iii. Anniversary date nearest Normal Retirement Age

- 2b.** If **E.2a.iii** is selected (Anniversary date nearest Normal Retirement Age), enter anniversary date: _____

- 3.** Indicate whether a Participant may elect to commence payments at Normal Retirement Date regardless of whether the Participant has a Termination of Employment:

Yes No

NOTE: If **E.3** is "Yes", payment may be made in any form otherwise permitted under the Plan under Section 7.01(a).

NOTE: Notwithstanding the response to **E.3**, benefits shall automatically commence in accordance with Section 7.01(f).

Time and Form of Payment after Termination for Reasons other than Death

- 4a.** Normal form of benefit (Section 7.01(a)):

i. Single life annuity

ii. Single life annuity with term certain specified in **E.4b**.

iii. Qualified Joint and Survivor Annuity specified in **E.4c**.

- 4b. If **E.4a.ii** is selected (normal form is "Single life annuity with term certain"), enter term in years: _____
- 4c. Percentage of survivor benefit for Qualified Joint and Survivor Annuity _____% (Not less than 50% and not more than 100%).
5. Offer the following forms of payment in addition to the normal form of benefit for Normal and Early Retirement (Section 7.02(b)):
- i. Single life annuity
 - ii. Lump sum distribution
 - iii. Joint and 50%, 75% or 100% survivor annuity. The survivor may convert the survivor annuity to a lump sum upon the death of the Participant:
 Yes No
 - iv. Life annuity with term certain
 - v. Social Security level income
 - vi. Other optional form of benefit: _____
- 6a. Permit Participant to modify benefit forms after commencement in accordance with Treas. Reg. 1.401(a)(9)-6, Q&A-13:
- i. Yes - without limitations
 - ii. Yes - with the following limitations: _____
 - iii. No
- 6b. If **E.5.iv** (term certain) is selected, describe limitations on term certain periods:
- i. None
 - ii. Term certain periods are limited to the following: _____
- NOTE:** Term Certain periods must comply with Code section 401(a)(9)
- 6c. If **E.5.iv** (term certain) is selected, indicate whether a Participant may elect an increasing annuity pursuant to Treas. Reg. 1.401(a)(9)-6, Q&A-14(a)(1):
 Yes, using the following cost-of-living index: _____
 No
- 7a. If **E.5.ii** (lump sum) is selected, select amount of benefit available for lump sum:
- i. Entire Accrued Benefit
 - ii. Limited Accrued Benefit
- NOTE:** If **E.7a.ii** is selected, lump sum benefit is not available if present value of Accrued Benefit is greater than the amount specified in **E.7b**.
- 7b. If **E.5.ii** (lump sum) is selected and **E.7a.ii** is selected, enter maximum amount of lump sum distribution: _____
- 7c. If **E.5.ii** (lump sum) is selected, enter any other conditions on receiving the lump sum (such as age and service): _____
- 7d. If **E.5.ii** (lump sum) is selected, a Participant may choose a partial lump sum in addition to an annuity:
 Yes No
- 7e. If **E.5.ii** (lump sum) is selected, a lump sum greater than the amount specified in **E.28a** may be transferred to the Segregated Account after Termination of Employment (Section 7.13):
 Yes No
- 7f. If **E.5.ii** (lump sum) is selected, a lump sum greater than the amount specified in **E.28a** may be transferred to the Segregated Account for a Participant who reaches his Normal Retirement Date while still employed (Section 7.13):
 Yes No
- 7g. If **E.5.ii** (lump sum) is selected, permit in-kind distributions:
 Yes No
8. If an option is selected in **E.5** that permits designation of a beneficiary, limit beneficiary to Participant's spouse:
 Yes No

Early Retirement

9. Plan provides an Early Retirement Benefit payable under the optional forms described in **E.5** (Section 7.01(c)):
 Yes No
- 10a. Early Retirement Age means:
- i. Attainment of the Age specified in **E.10b**.
 - ii. **Later** of attainment of the Age specified in **E.10b** and the number of years of participation specified in **E.10c**.
 - iii. **Earlier** of attainment of the Age specified in **E.10b** and the number of years of participation specified in **E.10c**.
 - iv. Attainment of the **sum** of the Age specified in **E.10b** and the number of years of participation specified in **E.10c**.
- 10b. Age component of Early Retirement Age (not to exceed 65): _____
- 10c. If **E.10a.i** is not selected, number of years of participation for Early Retirement Age: _____
- 10d. If **E.10a.i** is not selected, use Years of Eligibility Service in lieu of years of participation in **E.10c**:
 Yes No
- 11a. Early Retirement Date means:
- i. First day of calendar month coincident or next following Early Retirement Age
 - ii. First day of calendar month nearest Early Retirement Age
 - iii. Anniversary date nearest Early Retirement Age
- 11b. If **E.11a.iii** is selected (Anniversary date nearest Early Retirement Age), enter anniversary date: _____
- 12a. Specify the method of reducing the Participant's Early Retirement Benefit for the number of years that a Participant's Early

Retirement Date precedes his projected Normal Retirement Date:

- i. Reduced in one step
- ii. Reduced in one step - actuarially reduced thereafter
- iii. Reduced in two steps
- iv. Reduced in two steps - actuarially reduced thereafter
- v. Actuarial Equivalent of Normal Retirement Benefit

NOTE: If any option other than **E.12a.v** (Actuarial Equivalent) is selected, the percentages specified in **E.12b** and **E.12c** must be reasonable.

- 12b.** If **E.12a.i - E.12a.iv** is selected, a Participant's Early Retirement Benefit shall be reduced by **a.** _____% for each year that his Early Retirement Date precedes his projected Normal Retirement Date. This reduction shall apply for **b.** _____ years preceding his Normal Retirement Date.
- 12c.** If **E.12a.iii - E.12a.iv** is selected, a Participant's Early Retirement Benefit shall be reduced by **a.** _____% for each year that his Early Retirement Date precedes the period described in **E.12b**. This reduction shall apply for **b.** _____ years preceding the period described in **E.12b**.

Disability Retirement

- 13.** Amount of Disability Benefit (7.01(b)):
 - i. None
 - ii. Benefits shall not commence but the Participant shall continue to accrue a benefit at the same rate (and using the same compensation) as was in effect immediately prior to the Disability.
 - iii. Other Disability Benefit: _____
- 14a.** If **E.13.iii** is selected, Disability Retirement Date means the date specified below:
 - i. First of subsequent calendar month following the end of the elimination period specified in **E.14b**.
 - ii. Other
- 14b.** If **E.14a.i** is selected (First of subsequent calendar month), the elimination period shall end on the last day of the month specified below following the date the Plan Administrator determines a Participant is Disabled:
 None first second third fourth fifth sixth ninth
- 14c.** If **E.14a.ii** is selected (Other), enter Disability Retirement Date and the elimination period: _____.

Other vested termination benefits

- 16.** Offer a lump sum distribution of the value of the Cash Balance Account to a vested, Terminated Participant before Early/Normal Retirement:
 - i. No
 - ii. Yes - with limitation
 - iii. Yes - without limitation

NOTE: If **E.16.ii** is selected, lump sum benefit is not available if the Cash Balance Account is greater than the amount specified in **E.18**.
- 17a.** If **E.16** is not "No", enter date paid:
 - i. Upon Termination of Employment
 - ii. Designated number of months following Termination
 - iii. After a One-Year Break in Service/One-Year Period of Severance (in accordance with the vesting rules)
 - iv. Anniversary date following Termination
- 17b.** If **E.17a.ii** is selected (Designated number of months following Termination), enter number of months: _____.
- 17c.** If **E.17a.iv** is selected (Anniversary date following Termination), enter date: _____.
- 18.** If **E.16.ii** is selected (Yes - with limitation), enter maximum amount of lump sum: _____.
- 19.** If **E.16** is not "No", permit in-kind distributions:
 Yes No

Death Benefits

- 20.** Amount of death benefit (Section 7.02(c)):
 - i. Qualified Preretirement Survivor Annuity only
 - ii. Accrued Benefit
 - iii. Percentage of Accrued Benefit
 - iv. Multiple of Monthly Benefit
- 21.** If **E.20.i** (QPSA only) is not selected, limit beneficiary to Participant's spouse:
 Yes No
- 22.** If **E.20.iii** or **E.20.iv** is selected, enter percentage or multiple: _____ (If **E.20.iv** is selected, not greater than 100)
- 23a.** If **E.20.i** (QPSA only) is not selected, offer the following forms of payment in addition to a Single Life Annuity that is the actuarial equivalent of the benefit described in **E.20** (check all that apply):
 - i. Lump sum distribution
 - ii. Lump sum distribution - with limitation
 - iii. Life annuity with term certain

NOTE: If **E.23a.ii** is selected, lump sum benefit is not available if present value of the death benefit is greater than the amount specified in **E.23d**.

23b. If **E.23a.iii** (term certain) is selected, describe limitations on term certain periods:

i. None

ii. Term certain periods are limited to the following: _____

NOTE: Term Certain periods must comply with Code section 401(a)(9)

23c. If **E.23a.iii** (term certain) is selected, indicate whether a Participant may elect an increasing annuity pursuant to Treas. Reg. 1.401(a)(9)-6, Q&A-14(a)(1):

Yes, using the following cost-of-living index: _____

No

23d. If **E.23a.ii** is selected (lump sum - with limitation), enter maximum amount of lump sum: _____.

23e. If **E.23a.i** (lump sum) is selected, a Participant's Beneficiary may choose a partial lump sum in addition to an annuity:

Yes No

Cash Out

28a. Involuntary cash-out amount for purposes of Section 7.03: \$_____ (\$5,000 maximum)(\$5,000 unless otherwise specified. If zero, the Plan will not automatically cash out participants).

28b. Involuntary cash-out amount for purposes of Section 7.04 (J&S consent requirements): \$_____ (\$5,000 maximum)

29a. It is necessary to provide an effective date for the cash out amounts specified in **E.28**:

Yes No

29b. If **E.29a** is "Yes", enter the effective date of the change in the amount specified in **E.28a**: _____

29c. If **E.29a** is "Yes", enter the effective date of the change in the amount specified in **E.28b**: _____

NOTE: May not be earlier than the Effective Date.

29d. Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's nonforfeitable Accrued Benefit for purposes of the Plan's involuntary cash-out rules (Sections 7.03(e) and 7.04(a)):

Yes No

29e. If **E.29d** is "Yes", the election shall apply with respect to distributions made on or after _____ (Enter a date no earlier than January 1, 2002.)

Retroactive Annuity Starting Dates.

31a. The Plan allows retroactive Annuity Starting Dates (Section 7.12):

Yes No

31b. If **E.31a** is "Yes", specify any conditions and/or limitations to providing retroactive Annuity Starting Dates: _____.

Required Beginning Date

32. Required Beginning Date for a Participant other than a More Than 5% Owner:

i. **Retirement.** April 1 of the calendar year following the later of the calendar year in which the Participant: (x) attains age 70-1/2, or (y) retires

ii. **Age 70-1/2.** April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2

iii. **Election.** The option provided in **E.32.i**; provided that a Participant may elect to commence distributions pursuant to either **E.32.i** or **E.32.ii**.

401(a)(9) Regulations

33a. Effective date of adoption of final and temporary section 1.401(a)(9)-6 regulations (Section 7.14):

i. **2002.** During the 2002 calendar year

ii. **2003.** Beginning with the 2003 calendar year

33b. If **E.33a.i** is selected, enter effective date of adoption of final and temporary section 1.401(a)(9)-6 regulations in 2002:

34. Effective date of adoption of **final** section 1.401(a)(9)-6 regulations (Section 7.14):

i. **2003.** Beginning with the 2003 calendar year

ii. **2004.** Beginning with the 2004 calendar year

iii. **2005.** Beginning with the 2005 calendar year

iv. **2006.** Beginning with the 2006 calendar year

F. IN SERVICE WITHDRAWALS & LOANS

Other Withdrawals

1. At **Any Time** (Section 8.01). In-service withdrawals are allowed from a Participant's Segregated Account, if any, at any time:

Yes No

Loans

10. Loans are permitted (Section 8.02) (If "No", questions regarding loans are disregarded. Skip to G):
 Yes No
11. Require showing of financial hardship or unusual or special situation to receive loan:
 Yes No
12. Permit loans in excess of 1/2 of present value of vested accrued benefit up to \$10,000 with adequate security:
 Yes No
13. Allow extended loan amortization for purchase of principal residence:
 Yes No
14. Minimum loan amount: \$_____ (Not greater than \$1,000. Leave blank or enter "0" if none.)
15. Maximum number of loans outstanding: _____ (If blank, the maximum number of loans is one.)
16. Limit the amount of the loan to the balance in the Participant's Segregated Account (if any):
 Yes No

G. PLAN OPERATIONS

Permitted Investments

1. Plan may invest in "qualifying employer securities" and "qualifying employer real property" (Section 9.05):
 Yes No
- 2a. Plan may purchase life insurance (Section 9.06):
- i. None
 - ii. All Participants
 - iii. Participants with an attained Age
 - iv. Participants with attained service
 - v. Participants with an attained Age and service
- 2b. If G.2a requires a minimum number of years of service, enter minimum service: _____
- 2c. If G.2a requires a minimum Age, enter minimum Age: _____
- 2d. If G.2a.i is not selected, indicate whether the amount of life insurance proceeds are offset by any death benefits payable under Section E:
 No
 Only to the extent necessary to prevent death benefits from exceeding any applicable Plan or legal limit.
 Yes
- 2e. If G.2a.i is not selected, enter maximum amount of coverage:
 Multiple of monthly benefit
 Incidental reserve
 Greater of multiple monthly benefit and incidental reserve

Participant Self Direction

3. Indicate whether the Plan permits Participant self direction of the Segregated Account (Section 9.04):
- i. None
 - ii. All of the Segregated Account
4. If G.3.ii (All of the Segregated Account) is selected, Participants may also establish individual brokerage accounts:
 Yes No

Valuation Date

- 7a. If the Plan has Segregated Accounts, enter the Valuation Date of such accounts (Section 7.13):
- i. Last day of Plan Year
 - ii. Last day of each Plan quarter
 - iii. Last day of each month
 - iv. Each business day
 - v. Other
- 7b. If G.7a.v is selected, enter Valuation Date: _____ (Must be at least annually).

Plan Administration

- 10a. Designation of Plan Administrator (Section 12.01):
- i. Plan Sponsor
 - ii. Committee appointed by Plan Sponsor
 - iii. Other
- 10b. If G.10a.iii is selected, Name of Plan Administrator: _____
11. Establishment of procedures for the Plan Administrator and the Investment Fiduciary (Sections 12.01(c) and 12.02(c)):

- i. Plan Administrator and Investment Fiduciary adopt own procedures.
 - ii. Board sets procedures for Plan Administrator and Investment Fiduciary.
- 12a. Type of indemnification for the Plan Administrator and Investment Fiduciary:
- i. None - the Company will not indemnify the Plan Administrator or the Investment Fiduciary.
 - ii. Standard according to Section 12.06
 - iii. Custom
- 12b. If **G.12a.iii** (Custom) is selected, indemnification for the Plan Administrator and Investment Fiduciary is provided pursuant to an Addendum to the Adoption Agreement.

Plan Termination

- 13a. Disposition of excess assets on Plan Termination (Section 13.03(d)):
- i. Revert to Company - without effective date
 - ii. Revert to Company - with effective date
 - iii. Reallocate to Participants on a non-discriminatory basis
- 13b. If **G.13a.ii** (Revert to Company - with effective date) is selected, enter effective date: _____

Qualified Domestic Relations Orders

- 14a. Indicate the extent to which benefits may be payable to Alternate Payee before earliest retirement date (Section 14.02(b)):
- i. None
 - ii. Lump sum of any amount at any time
 - iii. Limited lump sum at any time
- NOTE:** If **G.14a.iii** is selected, lump sum benefit is not available if present value of Accrued Benefit payable to the Alternate Payee is greater than the amount specified in **G.14b**.
- 14b. If **G.14a.iii** (Limited lump sum at any time) is selected, enter maximum amount of lump sum distribution:

Trust

20. Trust Agreement is contained in a document separate from the Basic Plan Document.
- i. No
 - ii. Yes - Sections 10.02 through 10.08 of the Basic Plan Document shall not apply.
21. Trustee Type
- i. Corporate
 - ii. Individual
22. If **G.21.i** (Corporate) is selected, enter Trustee address: _____
23. Name of Trustee: _____
- 24a. Type of Trustee Indemnification:
- i. Standard according to Section 10.07(b)
 - ii. Custom
- 24b. If **G.24a.ii** (Custom) is selected, indemnification for the Trustee is provided pursuant to an addendum to the Adoption Agreement.
25. The Trustees may designate one Trustee to act on behalf of all Trustees (Section 10.05(b)(2)):
- Yes No

H. TOP HEAVY

Top Heavy Plans

1. Plan to which Top-Heavy accruals are made (Section 11.02):
- i. This Plan - 2%
 - ii. Pursuant to the terms of another plan
2. If **H.1.ii** (another plan) is selected, name of other Plan to which Top-Heavy accruals are made: _____
3. If **H.1.i** (This Plan) is selected, type of other plan maintained by the Company that covers employees eligible to participate in this Plan:
- i. N/A - No other plan
 - ii. Defined Contribution
 - iii. Defined Benefit

Top Heavy Accruals

4. If **H.1.i** (This Plan) is selected, Participants who share in Top-Heavy minimum accruals (Section 11.02):
- i. **Non-Key only.** Any Participant who has completed 1,000 Hours of Service during the Plan Year and is not a Key Employee.

- ii. **All Participants.** Any Participant who has completed 1,000 Hours of Service during the Plan Year.

Top Heavy Vesting

5. Top-Heavy vesting schedule (Section 11.03):
 100% 2-6 Year Graded 3 Year Cliff Other
- 6a. Other Top-Heavy Schedule - less than 1 year:
6b. Other Top-Heavy Schedule - 1 year but less than 2 years:
6c. Other Top-Heavy Schedule - 2 years but less than 3 years:
6d. Other Top-Heavy Schedule - 3 years but less than 4 years:
6e. Other Top-Heavy Schedule - 4 years but less than 5 years:
6f. Other Top-Heavy Schedule - 5 years but less than 6 years:
6g. Other Top-Heavy Schedule - 6 or more years: 100%
- NOTE:** Any vesting schedule described in **H.6** must provide vesting at least as rapidly as the "3 Year Cliff" vesting schedule or the "2-6 Year Graded" vesting schedule.

Present Value Assumptions

- 7a. Enter the interest rate to be used for determining Present Value to compute the Top-Heavy Ratio: _____ %
7b. Enter the mortality table to be used for determining Present Value to compute the Top-Heavy Ratio: _____

NOTE: The Plan Sponsor should add an Addendum to the Adoption Agreement to add any language that is necessary to satisfy Code sections 415 and 416.

I. MISCELLANEOUS

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

The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #06-CB and any related Appendix and Addendum to the Adoption Agreement.

J. EXECUTION PAGE

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The parties have caused this Plan to be executed this ____ day of _____, 200 ____.

PLAN SPONSOR (COMPANY):

TRUSTEE:

EFFECTIVE DATE ADDENDUM

Use this Addendum to provide any effective dates for Plan provisions other than the Effective Date specified in A.3.

ACTUARIAL ASSUMPTIONS ADDENDUM

Effective for Plan Years beginning on or after January 1, 2008, the value of a lump sum distribution shall not be less than the lump sum computed using the applicable interest rate and the applicable mortality table. The terms "applicable interest rate" and "applicable mortality table" shall have the meaning set forth in IRS Revenue Ruling 2007-67 and any superseding guidance.