

[INTENDED FOR CYCLE E]

**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 #E-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. Non Profit Organization
 - iv. Partnership
 - v. Limited Liability Company
 - vi. Limited Liability Partnership
 - vii. Sole Proprietorship
 - viii. Union
 - ix. Government Agency
 - x. Other: _____ (must be a legal entity recognized under the Code)
- 10b. If 10a.viii (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: _____
NOTE: The date specified in A.3a for a new plan may not be earlier than the first day of the Plan Year during which the Plan is adopted by the Plan Sponsor.
 - 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 of the terms of this document 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.3c for an amended and restated plan may not be earlier than the first day of the Plan Year during which the amended and restated Plan is adopted by the Plan Sponsor.
- 4a. Plan Year means each 12-consecutive month period ending on _____ (e.g. December 31).
- 4b. The Plan has a short Plan Year:
 Yes No
- 4c. If A.4b is "Yes", the short Plan Year begins _____ and ends _____.
- 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 includable 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:

NOTE: The effective date may not be earlier than January 1, 2005.

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:

NOTE: The effective date may not be earlier than January 1, 2005.

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

NOTE: If A.25a.iii (All Participants) is selected, the definition of Compensation will not be a safe harbor definition within the meaning of Treas. Reg. 1.414(s)-1(c).

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).

NOTE: The elections specified in **A.20b** and **A.23a - A.23g** will also apply for purposes of Testing Compensation.

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 a written non-discriminatory policy.

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 14.05): _____

Actuarial Assumptions - Non Lump Sum

42a. Enter non lump sum pre-retirement mortality assumption: _____

42b. Enter non lump sum pre-retirement interest rate assumption: _____

43a. Enter non lump sum post-retirement mortality assumption: _____

43b. Enter non lump sum post-retirement interest rate assumption: _____

Actuarial Assumptions - Applicable Interest Rate

44. Enter stability period for purposes of determining the applicable interest rate:

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

45. When determining the applicable interest rate, 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 that do not participate in the Plan for eligibility purposes:
 Yes No
- 6b. If **B.6a** is "Yes", list other non-affiliated employers and describe any conditions and/or limitations that may apply:

Break in Service

- 7a. **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
- 7b. **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 determined in accordance with applicable regulations.
 Yes No

Immediate Participation

- 8a. Allow immediate participation for all Eligible Employees employed on the date specified in **B.8b**:
 Yes No
- 8b. If **B.8a** is "Yes", all Eligible Employees employed on _____ shall become eligible to participate in the Plan as of _____.
- 8c. If **B.8a** is "Yes", does the Plan provide any conditions or limitations on immediate participation:
 Yes No
- 8d. If **B.8a** is "Yes" and **B.8c** is "Yes", describe the conditions or limitations that apply: _____.
NOTE: Such conditions and/or limitations may not violate Code section 410.

Eligibility Service Computation Rules

- 9a. Eligibility service computation method for Employer Credits. (Unless **B.9a.ii** (Elapsed Time) is selected, the Plan will use the Hours of Service method for determining eligibility service for Employer Credits.) If **B.9a.ii** (Elapsed Time) is selected, questions **B.9b** through **B.9d** are disregarded:
 - i. Hours of Service
 - ii. Elapsed Time
- 9b. Eligibility Computation Period switch to Plan Year:
 Yes No
- 9c. Select hours equivalency for eligibility purposes:
 - i. NoneAn 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
- 9d. If **B.9c.i** is not selected, the hours equivalency selected in **B.9c** shall apply to:
- i. All Employees
 - ii. Only Employees not paid on a per-hour basis.

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.13** upon meeting the requirements of **B.10 - B.12**:

10. Minimum age requirement for Employer Credits: _____ (21 maximum - leave blank or enter "0" if none)
- 11a. 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.):
- i. None
 - ii. Completion of _____ Year(s) of Eligibility Service (Not to exceed 2. See **B.11b** for hours of service required for a year of service if the Plan does not use the Elapsed Time method in **B.9a**.)
 - iii. Completion of _____ Hours of Service (not more than 1,000) in a _____ month period (Not to exceed 12.)
 - iv. Completion of _____ Hours of Service (not to exceed 1,000) within a twelve month period.
 - v. Completion of _____ months of service (not to exceed 24 months--elapsed time only).

NOTE: If 1-1/2 Years of Eligibility Service is selected, an Eligible Employee shall be deemed to earn 1/2 Year of Eligibility Service on the date that is six months after the end of the Eligibility Computation Period during which he earns his first Year of Eligibility Service; provided, that the individual is an Eligible Employee on the applicable entry date. Other fractional years may not be used.

NOTE: If **B.11a.iii - B.11a.v** is selected, the service requirement under **B.11a** 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. Service taken into account for purposes of **B.11a** shall be determined under the terms and conditions as is specified for determining a Year of Eligibility Service.

NOTE: If **B.11a.iv** is selected, the service requirement under **B.11a** shall be deemed met at the time the specified number of Hours of Service are completed.

- 11b. If **B.11a.ii** is selected and if **B.9a.i** (Hours of Service) is selected, enter the number of Hours of Service necessary for Year of Eligibility Service for purposes of Employer Credits: _____ (Not more than 1,000. If left blank, the Plan will use 1,000 Hours of Service.)
- 12a. In addition to the foregoing, the Plan provides for additional requirements for eligibility for Employer Credits:
 Yes No
- 12b. If **B.12a** is "Yes", describe any other eligibility requirements: _____.
NOTE: See Section 3.04 for rules regarding eligibility requirements.
- 13a. Frequency of entry dates for Employer Credits:
- i. An Eligible Employee shall become a Participant eligible to receive an allocation of Employer Credits immediately upon meeting the requirements of **B.10** through **B.12**.
 - 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
 - vi. the dates specified in **B.13c**.
- 13b. If **B.13a.i** and **B.13a.vi** (immediate entry/dates specified in **B.13c**) are not selected, an Eligible Employee shall become a Participant eligible to receive an allocation of Employer Credits on the entry date selected in **B.13a** 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** through **B.12** are met.
- 13c. If **B.13a.vi** (dates specified in **B.13c**) is selected, describe the other entry dates: _____.
- 14a. Plan was frozen as to new Participants:
 Yes No
- 14b. If **B.14a** is "Yes", no Eligible Employees shall become eligible to participate in the Plan after: _____.

C. BENEFITS

Pension - Service

- 10a. Require service for a Participant to receive an allocation of Employer Credits:
 Yes No

10b. Benefit service computation method:

- i. Hours of Service
- ii. Elapsed Time

NOTE: "Elapsed Time" means the period of time which elapses while the Employee is employed (while the employment relationship exists) with the Company, subject to the exemptions, terms and conditions of DOL Reg. section 2530.200b-9.

11a. If **C.10a** is "Yes" and **C.10b.i** is selected, Hours of Service required in the applicable Determination Period (**C.26.a**) 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.)

11b. If **C.10a** is "Yes" and **C.10b.i** is selected, select equivalency for credited service:

- 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

11c. If **C.11b.i** is not selected, the hours equivalency selected in **C.11b** shall apply to:

- i. All Employees
- ii. Only Employees not paid on a per-hour basis.

12. Method to fix Code section 401(a)(26) and section 410(b) coverage failures (Section 4.01(c)):

- i. Ignore Section 4.01(c) - Do not automatically add any Participants.
- ii. Section 4.01(c) shall apply.

Accrual Rule

Accrual rule. The Plan shall comply with the accrual rule specified in Section 4.01(b).

Pension - Formula

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 converted from a traditional defined benefit formula to a cash balance formula where the Accrued Benefit is the balance of a Cash Balance Account:

Yes No

25b. If **C.25a** is "Yes" and the provisions of Section 4.04 are/were not utilized for the conversion, describe the alternate method of determining the Accrued Benefit after the conversion: _____ (leave blank if Section 4.04 applies to the Plan).

NOTE: If the conversion occurred after June 29, 2005, the method of determining the Accrued Benefit after the conversion must comply, at a minimum, with the plan conversion rules of Section 4.04, Code section 411(b)(5)(B)(ii) and Prop. Treas. Reg. section 1.411(b)(5)-1(c).

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 date the Participant first becomes eligible to participate in the Plan.

NOTE: The provisions of **C.26** should be coordinated with the Plan's entry date(s) in **B.13**.

Interest Crediting Rate

27. Applicable Interest Crediting Rate: _____.

NOTE: Effective as of the PPA Effective Date specified in **C.30**, the rate entered may not be greater than a market rate of return. See Subsection 4.01(a)(3)(iii) regarding the rules related to market rate of return.

NOTE: If the rate entered in **C.27** is a fixed rate (e.g., 3%), then **C.28** through **C.29d** do not apply for purposes of determining the Applicable Interest Crediting Rate.

28. If the Applicable Interest Crediting Rate entered in **C.27** is a variable rate, enter the stability period for purposes determining the Applicable 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 Applicable 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 Applicable Interest Crediting Rate shall be the rate in effect during lookback month/averaging period specified in **C.29** and shall remain in effect during the stability period specified in **C.28**, which shall be determined on the last day of each Determination Period in **C.26**.

PPA Effective Date

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

NOTE: If the Plan was not in existence on June 29, 2005, the date entered must be the first day of the Plan's first Plan Year.

However, if the Plan was in existence on June 29, 2005, the date entered must not be later than the first day of 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 and method used to determine offset: _____

NOTE: If **C.33a** is "Yes", the Plan will not satisfy the nondiscrimination safe harbors unless all of the provisions of Treas. Reg. 1.401(a)(4)-8(d) are satisfied.

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: _____
NOTE: If **C.48a** is "No" the correction specified in Section 5.01(c) shall apply to this Plan.
- 48c.** Provide benefit increases resulting from increases in Code Section 415(b) as amended by EGTRRA:
 Yes No
- 48d.** If **C.48c.** is "Yes", increases in Code Section 415(b) limits apply to:
 Current Participants only All current and former Participants
- 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.** In addition to determining the limitations of Article 5 for an optional form of benefit at the end of the benefit calculation, also apply the limitations of Article 5 to the normal form of benefit before such conversion:
 Yes No
- 51.** 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
- 52.** Enter the effective date of application of the mortality table described in Code section 417(e)(3)(B) for purposes of Code section 415: _____.

Benefit Accrual/Payment Benefit Restrictions

- 55.** Indicate whether the accrual limitations under Code section 436(e) will continue to apply to benefit accruals after such limitations no longer apply to the Plan (Section 5.05(a)(4)):
 Yes No
NOTE: If "Yes" is selected, pursuant to Treas. Reg. section 1.436-1(a)(4)(i)(B) if a limitation on benefit accruals under Code section 436(e) applied to the Plan as of a section 436 measurement date and such limit no longer applies to the Plan as of a later section 436 measurement date, then that limitation shall continue to apply to benefit accruals that are based on service on or after that later section 436 measurement date.
- 56.** If **C.55** is "No", indicate whether the Plan shall provide for the automatic restoration of benefit accruals that had been limited under section 436(e) (Section 5.05(a)(4)):
 Yes No
NOTE: If "Yes" is selected, pursuant to Treas. Reg. section 1.436-1(a)(4)(ii) any benefit accruals which were limited under the rules of Code section 436(e) shall be credited under the Plan when the limitation no longer applies, subject to applicable qualification requirements and Treas. Reg. section 1.436-1(c).
- 57.** Indicate whether a Participant who had an annuity starting date when a payment limitation under Code section 436(d) applied to the Plan will be provided with the opportunity to have a new annuity starting date (Section 5.05):
 Yes No
NOTE: If "Yes" is selected, pursuant to Treas. Reg. section 1.436-1(a)(4)(ii) a Participant who had an annuity starting date within a period during which a limitation under Code section 436(d) applied to the Plan will be provided with the opportunity to have a new annuity starting date (which would constitute a new annuity starting date under Code sections 415 and 417) under which the form of benefit previously elected may be modified, subject to applicable qualification requirements, once the limitations of Code section 436(d) cease to apply.
- 58.** Separate elections are permitted with respect to the restricted and unrestricted portions of the optional form of benefit: (Section 5.05(d)(5))
 Yes No
- 59a.** Indicate whether the Plan offers optional forms of benefit that are solely available during the periods in which Section 5.05(d)(1)-(3) apply:

Yes No

- 59b.** If **C.59a** is "Yes", describe the optional forms of benefit that are available during the restriction periods: _____.
NOTE: Any such optional forms must satisfy Treas. Reg. section 1.436-1(d) and applicable qualification requirements, including satisfaction of Code sections 417(e) and 415 at each annuity starting date.

Benefit Accruals During Qualified Military Service on Account of Death or Disability [HEART Act]

- 60a.** For benefit accrual purposes, a Participant that dies or becomes Disabled while performing qualified military service will be treated as if he had been employed by the Company on the day preceding death or Disability and terminated employment on the day of death or Disability, and such Participant will receive benefit accruals related to the period of qualified military service pursuant to Code section 414(u)(9) (Section 4.03(d)):

Yes No

- 60b.** If **C.60a** is "Yes", enter the effective date: _____.
NOTE: May not be earlier than January 1, 2007.

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.)
- 3a. 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
- 3b. If **D.3a.i** is not selected, the hours equivalency selected in **D.3a** shall apply to:
 - i. All Employees
 - ii. Only Employees not paid on a per-hour basis.
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 that do not participate in the Plan for vesting purposes
 Yes No
- 5b.** If **D.5a** is "Yes", list other non-affiliated employers and describe any conditions and/or limitations that may apply:
_____.

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

- 8a.** Exclude Years of Vesting Service earned before age 18:
 Yes No
- 8b.** Exclude Years of Vesting Service earned before the Employer maintained this Plan or a predecessor plan:
 Yes No

- 8c.** 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 determined in accordance with applicable regulations.
 Yes No
- 8d.** 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

Special Vesting Provisions

- 9a.** Provide for special vesting provisions:
 Yes No
- 9b.** If **D.9a** is "Yes", describe special vesting provisions: _____.
NOTE: Any special provisions must satisfy Code sections 401(a)(4) and 411.

PPA Vesting Schedule

- 20.** 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.20** shall be the PPA Effective Date specified in **C.30** and shall apply only to Participants who have an Hour of Service on or after such date.
- 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 or more years: 100%

Prior Vesting Schedule

- 30.** 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
NOTE: If either the Plan's Vesting Schedule prior to the PPA Effective Date (**C.30**) complied with PPA's requirements, or the Plan was not in existence on June 29, 2005, then choose "None".
NOTE: If the Plan's prior Vesting Schedule did not comply with PPA's requirements (Code section 411(a)(13)(B)) and is being amended to a different schedule, enter the prior Vesting Schedule in **C.30** and enter the new Vesting Schedule in **D.20**.
- 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 years but less than 4 years:
31e. Other Schedule - 4 years but less than 5 years:
31f. Other Schedule - 5 years but less than 6 years:
31g. Other Schedule - 6 years but less than 7 years:
31h. Other Schedule - 7 or more years: 100%
NOTE: Any vesting schedule described in **D.31** must provide vesting at least as rapidly as the "5 Year Cliff" vesting schedule or the "3-7 Year Graded" vesting schedule.
- 32.** If **D.30** is not "None", the prior vesting schedule shall apply to Participants as follows: _____.

Other

- 33a.** The Plan has a vesting schedule other than the schedule described in **C.20**:
 Yes No
- 33b.** If **D.33a** is "Yes", describe the other vesting schedule: _____.
- 33c.** If **D.33a** is "Yes", describe the Participants to which the other vesting schedule applies: _____.
NOTE: Any vesting schedule described in **D.33** must comply with Code section 411(a)(13)(B).

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: _____

3a. Indicate when benefit payments commence with respect to a Participant who is employed beyond Normal Retirement:

i. Commence benefits at Normal Retirement. The Participant's Accrued Benefit shall be adjusted to reflect additional Employer Credits earned after benefit commencement.

ii. Commence Benefits at Termination. The Participant's benefit accrual for a Plan Year after Normal Retirement shall be the greater of: (1) the Employer Credits earned for such Plan Year, or (2) the Actuarial Adjustment required for late commencement

NOTE: **E.3a** may not be amended in a manner that would violate Section 13.01(e).

3b. If **E.3a.i** is not selected, 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.3b.** is "Yes", payment may be made in any form otherwise permitted under the Plan under Section 7.01(a). If payment is made under **E.3b.**, Actuarial Adjustments described in **E.3a.ii** will not apply.

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

Time and Form of Payment after Termination for Normal, Early or Late Retirement

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**.

NOTE: Selection of a normal form of benefit other than a single life annuity may result in an inadvertent violation of the limitations of Code section 415.

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%).

5a. 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%, 66-2/3%, 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. Term certain only

vi. Social Security level income

vii. Other optional form of benefit: _____

5b. 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

NOTE: Any limitations described in **E.5b.ii** must not discriminate in favor of Highly Compensated Employees.

Term Certain

6a. If **E.5a.iv** or **E.5a.v** (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).

- 6b.** If **E.5a.iv** or **E.5a.v** (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):
- i. Yes, using the following cost-of-living index: _____
 - ii. No

Lump Sums

- 7a.** If **E.5a.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.5a.ii** (lump sum) is selected and **E.7a.ii** is selected, enter maximum amount of lump sum distribution: _____
- 7c.** If **E.5a.ii** (lump sum) is selected, enter any other conditions on receiving the lump sum (such as age and service): _____
- 7d.** If **E.5a.ii** (lump sum) is selected, a Participant may choose a partial lump sum in addition to an annuity:
 Yes No
- 7e.** If **E.5a.ii** (lump sum) is selected, permit in-kind distributions:
 Yes No
- 7f.** If the Plan does not otherwise permit a lump sum distribution of the entire Accrued Benefit, permit a lump sum distribution of entire Accrued Benefit on Plan termination:
 Yes No
- NOTE:** In addition to any lump sum permitted in **E.7f**, the Plan allows any form of distribution upon Plan termination otherwise allowed for Normal/Early Retirement.

Permitted Beneficiary

- 8.** If an option is selected in **E.5a** 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.4-E.8** (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.10**:
 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 **i.** _____% for each year that his Early Retirement Date precedes his projected Normal Retirement Date. This reduction shall apply for **ii.** _____ 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 **i.** _____% for each year that his Early Retirement Date precedes the period described in **E.12b**. This reduction shall apply for **ii.** _____ years

preceding the period described in **E.12b**.

- 12d.** If **E.9** is "Yes" provide for 100% vesting upon the attainment of Early Retirement Age while an Employee (Section 6.01):
 Yes No

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.** Temporary benefit equal to _____% of the estimated monthly normal retirement benefit. The amount of the monthly Disability benefit shall be equal to the specified percentage of the Participant's normal retirement benefit specified in Section 7.01(a) without reduction for early commencement. A Participant's disability benefit shall not reduce his benefit payable at the Participant's Normal Retirement Date.
 - iv.** Other Disability Benefit: _____
- 14a.** If **E.13.iii** or **E.13.iv** 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
- 15.** 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 nonforfeitable balance 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 nonforfeitable balance of 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.

section 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 nonforfeitable balance of the Cash Balance Account 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** section 1.401(a)(9)-6 regulations (Section 7.15):

i. **2002.** Beginning _____ (enter a date in 2002)

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

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

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

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

33b. If **E.33a.i** is not selected, for purposes of determining minimum required distributions for the calendar years specified below, the requirements of the intervening proposed and temporary regulations apply:

i. F-3 and F-3A of Treas. Reg. section 1.401(a)(9)-1 apply for distributions in calendar year(s) _____.

ii. A-1 of section 1.401(a)(9)-6 of the 2001 proposed regulations applies for distributions in calendar year(s) _____.

iii. Treas. Reg. section 1.401(a)(9)-6T applies for distributions in calendar year(s) _____.

iv. A reasonable and good faith interpretation of the requirements of Code section 401(a)(9) applies for distributions in calendar year(s) _____.

NOTE: Any calendar years entered in **E.33b** must precede the year specified in **E.33a** and a given calendar year may not be entered twice.

33c. Allow a designated beneficiary who is receiving payments under the 5-year rule to make a new election to receive payments under the life expectancy rule pursuant to Section 7.15(j)(3).

Yes No

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

- 2a. The Plan permits a distribution to be made to a Participant who has attained age 62 and who has not separated from employment:
- i. Yes - under any distribution option offered to a terminated Participant.
 - ii. Yes - limited to the following terms and conditions: _____.
 - iii. No.
- 2b. If F.2a is "Yes", effective date shall be Plan Years beginning on or after: _____.
- NOTE:** May not be earlier than January 1, 2007.

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:
- i. No
 - ii. Only to the extent necessary to prevent death benefits from exceeding any applicable Plan or legal limit.
 - iii. Yes
- 2e. If G.2a.i is not selected, enter maximum amount of coverage (Section 9.06(c)):
- i. Multiple of monthly benefit
 - ii. Incidental reserve
 - iii. 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 7.14):
- 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 - Section 10.09 of the Basic Plan Document shall apply.
- 21.** Trustee Type
- i.** Corporate
 - ii.** Individual
- 22.** If **G.21.i** (Corporate) is selected, enter Trustee address: _____
- 23.** Name of Trustee: _____
- 24a.** If **G.20.i** (use trust in Basic Plan Document) is selected, type of Trustee Indemnification:
- i.** Standard according to Section 10.07(b)
 - ii.** Custom
- 24b.** If **G.20.i** (use trust in Basic Plan Document) is selected and **G.24a.ii** (Custom) is selected, indemnification for the Trustee is provided pursuant to an Addendum to the Adoption Agreement.
- 25.** If **G.20.i** (use trust in Basic Plan Document) is selected, the Trustees may designate one Trustee to act on behalf of all Trustees (Section 10.05(b)(2)):
- Yes No
- 26a.** The Trustee is also the Investment Fiduciary (Section 10.06):
- Yes No
- 26b.** If **G.26a** is "No", enter the name of the Investment Fiduciary: _____

H. TOP HEAVY

Top Heavy Plans

- 1a.** Plan to which Top-Heavy accruals are made (Section 11.02):
- i.** This Plan
 - ii.** Pursuant to the terms of another plan

- iii. Partially in this Plan
- 1b. If **H.1a iii** is selected, describe how the Top Heavy minimum accruals will be made: _____.
- 2. If **H.1a ii** (another plan) is selected, name of other Plan to which Top-Heavy accruals are made: _____
- 3. If **H.1a 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.1a 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% 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 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.
NOTE: The effective date of the schedule described in **H.5** shall be the PPA Effective Date specified in **C.30** and shall apply only to Participants who have an Hour of Service on or after such date.

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 #E-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 _____, 20 ____.

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.