

**ADOPTION AGREEMENT  
VOLUME SUBMITTER 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-02-DB 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 (including the initial EGTRRA restatement) 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

41. If the Plan is a Section 412(i) Plan, indicate whether the Plan will use the actuarial assumptions listed in **A.42 - A.43:**

- i.  Yes
- ii.  No. The Plan will use the assumptions specified in a contract listed in an addendum to the Adoption Agreement.

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: \_\_\_\_\_

**NOTE:** **A.42** and **A.43** must be reasonable if the Plan provides for permitted disparity under section 401(l) of the Internal Revenue Code and if the Plan is intended to meet a Code section 401(a)(4) safe harbor.

#### Actuarial Assumptions - Lump Sum

44. Enter stability period for purposes of computing lump sums:

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

45. When computing lump sums, 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
49. Are lump sums calculated using other assumptions in addition to GATT:  
 Yes  No
50. If **A.49** is "Yes", enter other lump sum mortality assumption: \_\_\_\_\_
51. If **A.49** is "Yes", enter other lump sum interest rate assumption: \_\_\_\_\_

**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). See Section 3.04(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 pension accruals. (Unless **B.9a.ii** (Elapsed Time) is selected, the Plan will use the Hours of Service method for determining eligibility service for pension accruals. 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.  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
- 9d.** If **B.9b.i** is not selected, the hours equivalency selected in **B.9b** shall apply to:
- i.  All Employees
  - ii.  Only Employees not paid on a per-hour basis.

### Pension Accruals

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 pension accruals: \_\_\_\_\_ (21 maximum - leave blank or enter "0" if none)
- 11a.** Minimum service requirement for pension accruals (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 pension accruals: \_\_\_\_\_ (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 pension accruals:  
 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 pension accruals:
- i.  An Eligible Employee shall become a Participant eligible to receive an allocation of pension accruals 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 pension accruals 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: \_\_\_\_\_.  
**NOTE:** See Section 3.04(b) for rules regarding 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**

- 10.** Benefit service computation method. (If **C.10.ii** (Elapsed Time) is selected, question **C.11** is disregarded.):
- i.**  Hours of Service
  - ii.**  Elapsed Time
  - iii.**  Proration
- 11a.** If **C.10.i** is selected, number of Hours of Service necessary for a Participant to receive one Year of Credited Service: \_\_\_\_\_ (Not more than 1,000. If left blank, the Plan will use 1,000 Hours of Service.)
- 11b.** If **C.10.i** or **C.10.iii** 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.
- 11d.** If **C.10.i** or **C.10.iii** is selected, computation period for Year of Credited Service:
- i.**  Plan Year
  - ii.**  calendar year
  - iii.**  Plan Sponsor Fiscal Year
  - iv.**  Limitation Year
- NOTE:** If an option other than "Plan Year" is selected, Years of Credited Service shall be determined as of the twelve-month period ending within the applicable Plan Year.
- 12a.** Count additional service in computing Years of Credited Service
- i.**  No
  - ii.**  Years of employment with the Employer prior to plan participation
  - iii.**  Other
- 12b.** If **C.12a** is "Other", describe service: \_\_\_\_\_
- NOTE:** Any service described in **C.12b** must comply with Code 401(a)(4) safe harbors or general testing may be required.
- 13a.** Exclude other service for purposes of computing Years of Credited Service:  
 Yes  No
- 13b.** If **C.13a** is "Yes", describe excluded service: \_\_\_\_\_
- NOTE:** Exclusion of service described in **C.13b** must comply with Code 401(a)(4) safe harbors or general testing may be required.
- 14.** Method to fix Code section 401(a)(26) and section 410(b) coverage failures (Section 4.01(d)):
- i.**  Ignore Section 4.01(d) - Do not automatically add any Participants.
  - ii.**  Section 4.01(d) shall apply.

**Accrual Rule**

- 21.** Accrual rule:
- i.**  133-1/3 Rule
  - ii.**  Three Percent Rule (Section 4.01(b)(1))
  - iii.**  Fractional Rule (Section 4.01(b)(2))
  - iv.**  Section 412(i) Plan (Section 4.01(b)(3))
- NOTE:** Improper selection of Accrual rule and benefit formula in **C.25** may result in a plan that fails to meet a Code section 401(a)(4) safe harbor.
- NOTE:** If the Plan is intended to meet a Code section 401(a)(4) safe harbor, **C.21.ii** (Three Percent Rule) may not be selected if the Plan provides for permitted disparity; or with fresh-start options **C.34.ii** or **C.34.iii**.
- NOTE:** If the Plan is intended to meet a Code section 401(a)(4) safe harbor, **C.21.iii** (Fractional Rule) or **C.21.iv** (Section 412(i) Plan) may not be selected if the Plan has a fresh start and **C.34.ii** (Formula without wear-away) is selected.
- NOTE:** If **C.21.iv** is selected, the Plan shall be deemed to be a "Section 412(i) Plan".
- 22a.** If **C.21.iii** (Fractional Rule) is selected, modify service taken into account other than any limits described in **C.25**:  
 Yes  No
- 22b.** If **C.22a** is "Yes", describe modifications: \_\_\_\_\_.

**NOTE:** Modifications to service described in **C.22b** must comply with Code 401(a)(4) safe harbors or general testing may be required.

**23a.** If the Plan is a Section 412(i) Plan (**C.21.iv** is selected), no benefit increases will accrue unless greater than minimum amount:  
 Yes  No

**23b.** If **C.23a** is "Yes", enter minimum benefit increase: \_\_\_\_\_ (No greater than \$120/year or \$1,000 face amount of contract)

**23c.** If the Plan is a Section 412(i) Plan (**C.21.iv** is selected), recognize service prior to participation in Plan per rules in effect on 9/19/91:

Yes  No

**NOTE:** If the Plan is intended to meet a Code section 401(a)(4) safe harbor, may only select "Yes" for a plan with a current benefit formula that was adopted and in effect on September 19, 1991.

#### Pension - Formula

**25.** Pension accrual formula. The Pension accruals in Article 4 shall be calculated as follows

**i. Unit Credit - No Step.** (Section 4.01(a)(1)) Each Participant's benefit will accrue in an amount equal to \_\_\_\_\_ percent of Average Annual Compensation for each Year of Credited Service up to a maximum of \_\_\_\_\_ years. (If blank or zero, no maximum is applied. No less than 25 if the Plan is intended to meet a Code section 401(a)(4) safe harbor and the Plan uses the Fractional Accrual Rule or the Plan is a Section 412(i) Plan).

**ii. Unit Credit - Groups.** (Section 4.01(a)(2))

Group One. Each Participant who is a member of Group One will accrue a benefit in an amount equal to \_\_\_\_\_ percent of Average Annual Compensation for each Year of Credited Service

Group Two. Each Participant who is a member of Group Two will accrue a benefit in an amount equal to \_\_\_\_\_ percent of Average Annual Compensation for each Year of Credited Service

Group Three. Each Participant who is a member of Group Three will accrue a benefit in an amount equal to \_\_\_\_\_ percent of Average Annual Compensation for each Year of Credited Service

Group Four. Each Participant who is a member of Group Four will accrue a benefit in an amount equal to \_\_\_\_\_ percent of Average Annual Compensation for each Year of Credited Service

Group Five. Each Participant who is a member of Group Five will accrue a benefit in an amount equal to \_\_\_\_\_ percent of Average Annual Compensation for each Year of Credited Service

Group Six. Each Participant who is a member of Group Six will accrue a benefit in an amount equal to \_\_\_\_\_ percent of Average Annual Compensation for each Year of Credited Service

The term "dollars" shall be substituted for "percent of Average Annual Compensation" wherever it appears in this **C.25.ii**:

Yes  No

The maximum number of Years of Credited Service taken into account under **C.25.ii** will be \_\_\_\_\_. (If blank or zero, no maximum is applied.)

Group One shall consist of \_\_\_\_\_.

Group Two shall consist of \_\_\_\_\_.

Group Three shall consist of \_\_\_\_\_.

Group Four shall consist of \_\_\_\_\_.

Group Five shall consist of \_\_\_\_\_.

Group Six shall consist of \_\_\_\_\_.

**NOTE:** Not a Code section 401(a)(4) safe harbor formula. Additional groups may be specified in an Addendum to the Adoption Agreement. The addition of groups as an Addendum to the Adoption Agreement shall not be considered to be a modification to the Volume Submitter document; provided that the additional groups are described in substantially the same manner as specified in this **C.25.ii**.

**iii. Unit Credit - With Step.** (Section 4.01(a)(3)) Each Participant's benefit will accrue in an amount equal to \_\_\_\_\_ percent of Average Annual Compensation (R1) per year for the first \_\_\_\_\_ Years of Credited Service (y) and \_\_\_\_\_ percent (R2) of Average Annual Compensation per year for the next \_\_\_\_\_ Years of Credited Service. (If blank or zero, no maximum is applied.)

In addition, each Participant's benefit will accrue in an amount equal to \_\_\_\_\_ percent of Average Annual Compensation per year for the next \_\_\_\_\_ Years of Credited Service. (If blank or zero, no maximum is applied.)

**NOTE:** If the Plan is intended to meet a Code section 401(a)(4) safe harbor and if the Plan uses the 133-1/3 rule, (R2) cannot be more than 133-1/3% of (R1).

**NOTE:** If the Plan is intended to meet a Code section 401(a)(4) safe harbor and if the Plan uses the Fractional Accrual Rule or the Plan is a Section 412(i) Plan, the total Years of Credited Service taken into account under R1 and R2 is may not be less than 33 and if y is less than 33, R2 will be not less than:

$\frac{(R1)(25-y)}{33-y}$  (but in no case less than 0); and not greater than:  $\frac{(R1)(44-y)}{33-y}$ .

**NOTE:** If the Plan is intended to meet a Code section 401(a)(4) safe harbor and if the Plan uses the Fractional Accrual Rule or the Plan is a Section 412(i) Plan, the third step should be completed only in consultation with an actuary.

**iv. Excess Unit Credit.** (Section 4.01(a)(4)) For purposes of accruing a benefit under the Excess Unit Credit Formula, the following information shall be used:

(a) Base Benefit Percentage \_\_\_\_\_%

(b) Excess Benefit Percentage \_\_\_\_\_% (Not to exceed the Base Benefit Percentage by more than the maximum excess allowance if the Plan is intended to meet a Code section 401(a)(4) safe harbor)

**NOTE:** The maximum excess allowance is the lesser of (1) the Base Benefit Percentage or (2) the applicable factor determined from Table I or II of the Disparity Addendum to the Basic Plan Document.

(c) The maximum number of Years of Credited Service taken into account for paragraphs (a) and (b) above will be \_\_\_\_\_. (If the Plan is intended to meet a Code section 401(a)(4) safe harbor: (i) may not exceed 35, and (ii) if the Plan uses the Fractional Accrual Rule or the Plan is a Section 412(i) Plan may not be less than 25).

(d) Percentage applied after period taken into account under paragraph (c) \_\_\_\_\_% (If the Plan is intended to meet a Code section 401(a)(4) safe harbor, not to exceed the lesser of the Excess Benefit Percentage, or 133-1/3 percent of the Base Benefit Percentage. If the Plan is intended to meet a Code section 401(a)(4) safe harbor and if the Plan uses the Fractional Accrual Rule or the Plan is a Section 412(i) Plan, must be the Excess Benefit Percentage.)

(e) The maximum number of Years of Credited Service taken into account under paragraph (d) will be \_\_\_\_\_. (If the Plan is intended to meet a Code section 401(a)(4) safe harbor and if the Plan uses the Fractional Accrual Rule or the Plan is a Section 412(i) Plan, the sum of paragraph (c) and paragraph (e) must be no less than 35)

[ ] **v. Offset Unit Credit.** (Section 4.01(a)(5)) For purposes of accruing a benefit under the Offset Unit Credit Formula, the following information shall be used:

(a) Gross Benefit Percentage \_\_\_\_\_%

(b) Offset Percentage \_\_\_\_\_% (not to exceed the maximum offset allowance if the Plan is intended to meet a Code section 401(a)(4) safe harbor.)

**NOTE:** the maximum offset allowance will not exceed the lesser of (1) one-half of the Gross Benefit Percentage or (2) the applicable factor determined from Table I or II of the Disparity Addendum to the Basic Plan Document.

(c) The maximum number of Years of Credited Service taken into account under paragraphs (a) and (b) will be \_\_\_\_\_.

(If the Plan is intended to meet a Code section 401(a)(4) safe harbor: (i) may not exceed 35, and (ii) if the Plan uses the Fractional Accrual Rule or the Plan is a Section 412(i) Plan may not be less than 25)

(d) Percentage applied after period taken into account under paragraph (c) \_\_\_\_\_% (If the Plan is intended to meet a Code section 401(a)(4) safe harbor, may not exceed the lesser of: (1) the Gross Benefit Percentage, and (2) 133-1/3 percent of the Gross Benefit Percentage reduced by the Offset Percentage.)

(e) The maximum number of Years of Credited Service taken into account under paragraph (d) will be \_\_\_\_\_. (If the Plan is intended to meet a Code section 401(a)(4) safe harbor and if the Plan uses the Fractional Accrual Rule or the Plan is a Section 412(i) Plan, the sum of paragraph (c) and paragraph (e) must be no less than 35)

[ ] **vi. Excess Flat Benefit.** (Section 4.01(a)(6)) For purposes of accruing a benefit under the Excess Flat Benefit Formula, the following information shall be used:

(a) Base Benefit Percentage \_\_\_\_\_%

(b) Excess Benefit Percentage \_\_\_\_\_% (If the Plan is intended to meet a Code section 401(a)(4) safe harbor, may not exceed the Base Benefit Percentage by more than the maximum excess allowance.)

**NOTE:** The maximum excess allowance is the lesser of (1) the Base Benefit Percentage or (2) the applicable factor determined from Table I or II of the Disparity Addendum to the Basic Plan Document multiplied by 35.

(c) The benefit shall be reduced pro rata for the Participant's Years of Credited Service less than \_\_\_\_\_. (Must be 35 if the Plan is intended to meet a Code section 401(a)(4) safe harbor.)

[ ] **vii. Offset Flat Benefit.** (Section 4.01(a)(7)) For purposes of accruing a benefit under the Offset Flat Benefit Formula, the following information shall be used:

(a) Gross Benefit Percentage \_\_\_\_\_%

(b) Offset Percentage \_\_\_\_\_% (If the Plan is intended to meet a Code section 401(a)(4) safe harbor, not to exceed the maximum offset allowance.)

**NOTE:** the maximum offset allowance will not exceed the lesser of (1) one-half of the Gross Benefit Percentage or (2) the applicable factor determined from Table I or II of the Disparity Addendum to the Basic Plan Document multiplied by 35.

(c) The benefit shall be reduced pro rata for the Participant's Years of Credited Service less than \_\_\_\_\_. (Must be 35 if the Plan is intended to meet a Code section 401(a)(4) safe harbor.)

[ ] **viii. Fixed Dollar Amount per Year.** (Section 4.01(a)(8)) Enter dollar amount earned for each Year of Credited Service: \_\_\_\_\_. Enter the maximum number of Years of Credited Service taken into account: \_\_\_\_\_. (If blank or zero, no maximum is applied. If the Plan is intended to meet a Code section 401(a)(4) safe harbor, no less than 25 if the plan uses the Fractional Accrual Rule or the Plan is a Section 412(i) Plan.)

[ ] **ix. Flat Benefit Percentage.** (Section 4.01(a)(9)) Each Participant's benefit is equal to \_\_\_\_\_% of Average Annual Compensation, reduced pro rata for the Participant's Years of Credited Service less than \_\_\_\_\_. (If the Plan is intended to meet a Code section 401(a)(4) safe harbor, no less than 25 if the plan uses the Fractional Accrual Rule or the Plan is a Section 412(i) Plan.)

[ ] **x. Flat Benefit Amount.** (Section 4.01(a)(10)) Each Participant's benefit is equal to \$\_\_\_\_\_, reduced pro rata for the Participant's Years of Credited Service less than \_\_\_\_\_. (If the Plan is intended to meet a Code section 401(a)(4) safe harbor, no less than 25 if the plan uses the Fractional Accrual Rule or the Plan is a Section 412(i) Plan.)

[ ] **xi. PIA Offset Unit Credit.** (Section 4.01(a)(11)) For purposes of accruing a benefit under the PIA Offset Unit Credit Formula, the following information shall be used:

(a) Gross Benefit Percentage \_\_\_\_\_%

(b) Offset Benefit Percentage \_\_\_\_\_%

(c) The maximum number of Years of Credited Service taken into account under paragraphs (a) and (b) will be \_\_\_\_\_.

**NOTE:** Not a Code section 401(a)(4) safe harbor formula.

**xii. PIA Offset Flat Benefit.** (Section 4.01(a)(12)) For purposes of accruing a benefit under the PIA Offset Flat Benefit Formula, the following information shall be used:

(a) Gross Benefit Percentage \_\_\_\_\_%

(b) Offset Percentage \_\_\_\_\_%

(c) The benefit shall be reduced pro rata for the Participant's Years of Credited Service less than \_\_\_\_\_.

**NOTE:** Not a Code section 401(a)(4) safe harbor formula.

**xiii. Accumulation Plan.** The Plan shall be an accumulation plan within the meaning of Treas. Reg. 1.401(a)(4)-12. Each Participant shall accrue a benefit each Plan Year in an amount equal to (Select **A** or **B**) **A.**  \_\_\_\_\_ percent of Compensation for such Plan Year, or **B.**  \$\_\_\_\_\_ provided that he or she earns a Year of Credited Service in such Plan Year. A Participant's total benefit as of the end of a Plan Year is the sum of the separately determined benefit for that Plan Year and the total benefit earned as of the end of the preceding Plan Year. A maximum of \_\_\_\_\_ Years of Credited Service shall be taken into account.

**xiv. Frozen Benefit.** Plan was frozen as to benefit accruals as of: \_\_\_\_\_.

**NOTE:** If the Adoption Agreement is completed in a manner in which the requirements of a safe harbor formula are not met, the Plan is subject to general testing.

**NOTE:** For purposes of meeting the Code section 401(a)(26), requirements, the Adoption Agreement must be completed in a manner so that a Participant earns a benefit that would be taken into account pursuant to Treas. Reg. 1.401(a)(26)-5(a).

**NOTE:** If **C.21.iv** is selected, the plan must use a benefit formula that would satisfy the requirements of either Treas. Reg. section 1.401(a)(4)-3(b)(4)(i)(C)(1) (safe harbor for unit credit plans using fractional accrual rule) or (C) (2) (safe harbor for flat benefit plans).

### Average Annual Compensation

**26a. Average Annual Compensation** means:

i.  **Specified Years.** The average of a Participant's annual Compensation over the consecutive year period specified in **C.26c** which occurs in the years specified in **C.26d** that produces the highest average. If the Participant has less than the number of years specified in **C.26c**, Compensation is averaged over the years specified in **C.26b**.

ii.  **All Years.** The average of a Participant's annual Compensation for all years specified in **C.26b**.

**26b.** Average Annual Compensation shall be computed taking into account the following years:

i.  Years in which the Participant earns a Year of Credited Service.

ii.  All years of employment with the Employer.

**26c.** If **C.26a.i** (Specified Years) is selected, enter the number of consecutive years to be averaged in computing Average Annual Compensation: \_\_\_\_\_ (Minimum of three if the Plan is intended to meet a Code section 401(a)(4) safe harbor.)

**26d.** If **C.26a.i** (Specified Years) is selected, the consecutive year period specified in **C.26c** will occur entirely within the following period:

i.  All years specified in **C.26b**

ii.  The final \_\_\_\_\_ years (Must be greater than or equal to **C.26c**)

**26e.** Average Annual Compensation is computed using:

i.  Plan Year

ii.  calendar year

iii.  Plan Sponsor Fiscal Year

iv.  Limitation Year

### Pension - Integration

**28a.** If **C.25.iv** through **C.25.vii** is selected (integrated accrual formula), the Integration Level for each Plan Year for each Participant will be an amount equal to:

i.  **Covered Compensation.** Such Participant's Covered Compensation for the Plan Year.

ii.  **Greater of \$10,000 or 1/2 Covered Compensation.** The greater of \$10,000 or one-half of the Covered Compensation of any individual who attains social security retirement age during the calendar year in which the Plan Year begins.

iii.  **Dollar amount not to exceed the greater of \$10,000 or 1/2 Covered Compensation.** \$\_\_\_\_\_ (a single dollar amount not to exceed the greater of \$10,000 or one-half of Covered Compensation of any individual who attains social security retirement age during the calendar year in which the Plan Year begins).

iv.  **Dollar amount that exceeds the greater of \$10,000 or 1/2 Covered Compensation.** \$\_\_\_\_\_ (a single dollar amount that exceeds the greater of \$10,000 or one-half of Covered Compensation of any individual who attains social security retirement age during the calendar year in which the Plan Year begins, but not to exceed the greater of \$25,450 or 150% of the Covered Compensation of an individual attaining social security retirement age in the current Plan Year).

v.  **Uniform Percentage.** A uniform percentage equal to \_\_\_\_\_% of each Participant's Covered Compensation for the current year (greater than 100% but not greater than 150%, and in no event in excess of the Taxable Wage Base).

**28b.** Covered Compensation will be determined based on the following year:

i.  current year.

- ii.  \_\_\_\_\_ year (may be the Covered Compensation for a Plan Year earlier than the current Plan Year, provided the earlier Plan Year is the same for all Participants and is not earlier than the later of (A) the Plan Year that begins 5 years before the current Plan Year, and (B) the Plan Year beginning in 1989. If the Plan Year entered is more than five years prior to the current Plan Year, the Participant's Covered Compensation will be that determined under the Covered Compensation table for the Plan Years five years prior to the current Plan Year).
- 28c. Use Rounded Covered Compensation Table as described in Treas. Reg. section 1.401(l)-1(c)(7):  
 Yes  No
- 29a. Election regarding Final Average Compensation. In determining any Participant's Final Average Compensation, the Plan Year in which a Participant terminates employment shall be disregarded:  
 Yes  No
- 29b. Limit Final Average Compensation to Average Annual Compensation:  
 Yes  No

#### Maximum Benefit - Minimum Benefit

- 30a. Maximum benefit (Section 4.03(b)):
- i.  None
  - ii.  Monthly benefit
  - iii.  Annual benefit limited to a percentage of Average Annual Compensation
  - iv.  Annual benefit limited to a percentage of Average Annual Compensation times Years of Credited Service
- 30b. If maximum benefit is selected, enter maximum: \_\_\_\_\_
- 31a. Minimum benefit (Section 4.03(a)):
- i.  None
  - ii.  Monthly benefit
  - iii.  Annual benefit expressed as a percentage of Average Annual Compensation
  - iv.  Other minimum benefit specified in **C.31b**
- 31b. If minimum benefit is selected, enter minimum: \_\_\_\_\_  
**NOTE:** If **C.31a.iv** is selected, the minimum benefit described in **C.31b** must be definitely determinable.

#### 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.

#### Fresh Start - General

34. Enter the Fresh start formula (Section 4.04(a)):
- i.  Formula with wear-away
  - ii.  Formula without wear-away
  - iii.  Formula with extended wear-away
  - iv.  None
- NOTE:** If the Plan is intended to meet a Code section 401(a)(4) safe harbor, **C.34.ii** may not be selected if **C.21.ii** (Three Percent Rule), **C.21.iii** (Fractional Rule) or **C.21.iv** (Section 412(i) Plan) is selected.  
**NOTE:** If the Plan is intended to meet a Code section 401(a)(4) safe harbor, **C.34.iii** may not be selected if **C.21.ii** (Three Percent Rule) or **C.21.iv** (Section 412(i) Plan) is selected.

#### Fresh Start - Section 401(a)(17) Participants

- 35a. Is there a Fresh Start Date for an OBRA '93 Section 401(a)(17) Participant (Section 4.04):  
 Yes  No
- 35b. If **C.35a** is "Yes", enter the Fresh Start Date: \_\_\_\_\_  
**NOTE:** The date specified above must be the last day of the last plan year beginning before the first plan year beginning on or after January 1, 1994.
- 36a. Is there a Fresh Start Date for a TRA '86 Section 401(a)(17) Participant (Section 4.04):  
 Yes  No
- 36b. If **C.36a** is "Yes", enter the Fresh Start Date: \_\_\_\_\_  
**NOTE:** The date specified above must be a fresh-start date that is not earlier than the last day of the last plan year beginning before the first plan year beginning on or after January 1, 1989 (the statutory effective date), and not later than the last day of

- the last plan year beginning before the first plan year beginning on or after January 1, 1994 (the regulatory effective date).
37. Adjust frozen accrued benefit of Section 401(a)(17) Participants for compensation increases (Section 4.04(d)):  
 Yes  No

#### Fresh Start - Other Participants

- 38a. Is there a Fresh Start Date for all Participants (Section 4.04):  
 Yes  No
- 38b. If C.38a is "Yes", enter the Fresh Start Date: \_\_\_\_\_
- 39a. Is there a Fresh Start Date for a miscellaneous group of Participants?  
 Yes  No
- 39b. If C.39a is "Yes", enter a description of the Group: \_\_\_\_\_
- 39c. If C.39a is "Yes", enter the Fresh Start Date: \_\_\_\_\_
- 40a. If C.38a or C.39a is "Yes", adjust frozen accrued benefit of Participants other than Section 401(a)(17) Participants for compensation increases (Section 4.04(c)):  
i.  No  
ii.  Old Compensation fraction  
iii.  New Compensation fraction  
iv.  Reconstructed Compensation fraction  
v.  Substitute current Compensation in old formula  
**NOTE:** Reconstructed compensation fraction may be selected only if the latest fresh-start date is before the first day of the first plan year beginning on or after January 1, 1994.
- 40b. If C.38a or C.39a is "Yes" and C.40a.iv (Reconstructed Compensation fraction) is selected, enter date of measurement for the reconstructed compensation fraction: \_\_\_\_\_  
**NOTE:** (The selected year must begin after the latest fresh-start date.)

#### Employee Contributions

- 45a. Mandatory Employee Contributions are required for participation in the Plan (Section 4.07)  
i.  Yes  
ii.  No - formerly allowed  
iii.  No
- 45b. If C.45a.i is selected, enter amount of Mandatory Employee Contributions: \_\_\_\_\_
- 45c. If C.45a.i or C.45a.ii is selected, the mandatory contribution conversion date shall be for Plan Years beginning after 12/31 of this year (not later than 1994) (Section 4.07(c)): \_\_\_\_\_
- 45d. If C.45a.ii is selected, enter date contributions ceased: \_\_\_\_\_
46. Voluntary (after-tax) Contributions and/or QVECs were previously permitted (Section 7.14):  
 No  Formerly Allowed

#### 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

#### 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.

#### Pension Accruals

20. Vesting Schedule (Section 6.01):  
 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.

#### Other

- 31a. The Plan has a vesting schedule other than the schedule described above:  
 Yes  No
- 31b. If **D.31a** is "Yes", describe the other vesting schedule: \_\_\_\_\_.
- 31c. If **D.31a** is "Yes", describe the Participants to which the other vesting schedule applies: \_\_\_\_\_.  
**NOTE:** Any vesting schedule described in **D.31** must comply with Code section 411(a)(2).

#### 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. Plan allows suspension of benefits pursuant to Section 7.13:  
i.  Yes - All Participants.  
ii.  Yes - But only with respect to Employees who commence participation in the Plan on or after the date specified in **E.3b**.  
iii.  Yes - But only with respect to the portion of Participants' Code section 411(d)(6) protected benefits that accrue after the date specified in **E.3b**.

iv.  No.

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

**NOTE: E.3a.i** may only be selected if the Plan is a new plan or a restatement of a plan with an identical suspension of benefits option.

**3b.** If **E.3a.ii** or **E.3a.iii** is selected (suspension rules do not apply to all Participants), enter the effective date: \_\_\_\_\_.

**NOTE:** Must be the later of the adoption date or the effective date of the suspension of benefit rules.

**3c.** To the extent the Plan does not permit the suspension of benefits in **E.3a** (**E.3a.i** is not selected), 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 accruals 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 the benefit earned under the benefit formula for such year or the Actuarial Adjustment required for late commencement.

iii.  Commence Benefits at Termination. The Participant's Benefit accrual for a Plan Year after Normal Retirement shall be the sum of the benefit earned under the benefit formula for such year and the Actuarial Adjustment required for late commencement for such year.

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

**3d.** If **E.3a.i** is not selected and **E.3c.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.3d** 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.3d**, Actuarial Adjustments described in **E.3c.ii** and **E.3c.iii** will not apply.

**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 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: \_\_\_\_\_

**NOTE:** If **E.5.vii** is selected it will be deemed to be a modification to the pre-approved language and the Plan Sponsor may not rely on the Advisory Letter issued to the volume submitter practitioner.

**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 Credited Service specified in **E.10c**.  
**iii.**  **Earlier** of attainment of the Age specified in **E.10b** and the number of Years of Credited Service specified in **E.10c**.  
**iv.**  Attainment of the **sum** of the Age specified in **E.10b** and the number of Years of Credited Service 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 Credited Service for Early Retirement Age: \_\_\_\_\_
- 10d.** If **E.10a.i** is not selected, use Years of Eligibility Service in lieu of Years of Credited Service 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 present value of the Accrued Benefit 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 present value of Accrued Benefit 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

#### Cost of Living Increases/Rounding

- 24a.** Cost of living increases (Section 4.01(c)):
- i.**  None
  - ii.**  Lesser of stated percentage or Social Security increase
  - iii.**  Social Security increase
- NOTE:** If the plan is a Section 412(i) Plan, **E.24a** will be deemed to be "None".
- 24b.** If **E.24a.ii** (Lesser of stated percentage or Social Security increase) is selected, enter percentage: \_\_\_\_\_
- 25a.** Benefit calculations are rounded to the nearest amount specified below (Section 7.02(f)):
- i.**  Cent
  - ii.**  Dollar
  - iii.**  Other
- 25b.** If **E.25a** is "Other" enter dollar amount: \_\_\_\_\_

#### 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** 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

**Loans**

10. Loans are permitted (Section 8.02) (If "No", questions regarding loans are disregarded. Skip to **G**):  
 Yes  No  
**NOTE:** If the Plan is a Section 412(i) Plan, then **F.10** must be "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.
- NOTE:** If a separate trust agreement is to be used (**G.20.ii** is selected) **G.10 - G.12** shall apply only to the extent that they are not superseded by the terms of the separate trust agreement. Only the Trust document previously approved by the IRS may be utilized with this Plan and still rely on the Plan's advisory letter.
- 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. The addition of such Addendum shall not be considered a modification to the Volume Submitter document.
- 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%  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. The addition of such Addendum shall not be considered a modification to the Volume Submitter document.

#### **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-02-DB and any related Appendix and Addendum to the Adoption Agreement.

The Volume Submitter Sponsor may be contacted at [Name of Sponsor], [Address of Sponsor], telephone number [Phone Number of Sponsor].

The adopting employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the plan is qualified under Code section 401 only to the extent provided in Revenue Procedure 2005-16. The employer may not rely on the advisory letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the advisory letter issued with respect to the Plan and in Revenue Procedure 2005-16. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

**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. Any date entered may not be before the Effective Date. Use of this Addendum shall not be considered a modification to the Volume Submitter document.**

**SECTION 412(i) PLAN ACTUARIAL ASSUMPTION ADDENDUM**

**NOTE: The Plan shall determine actuarial equivalence by reference to the insurance or annuity contract specified below. If the Plan provides for permitted disparity under Code section 401(l), the Plan may determine actuarial equivalence by reference to a specified insurance or annuity contract only if the interest and mortality assumptions under the contract are a standard interest rate (i.e., between 7-1/2% and 8-1/2%) and a standard mortality table under Treas. Reg. section 1.401(a)(4)-12.**

**NOTE: Use of this Addendum shall not be considered a modification to the Volume Submitter document.**

The interest and mortality assumptions specified in the following insurance or annuity contract:

Contract name/number: \_\_\_\_\_

Company that issued the contract: \_\_\_\_\_

Date of issuance: \_\_\_\_\_

**[Include the following paragraph only if the insurance or annuity contract specifies different interest and mortality assumptions for different purposes under the contract]**

The assumptions that will be used to determine actuarial equivalence under the Plan are those assumptions specified under the contract for purposes of determining: \_\_\_\_\_ (e.g., the amount of benefits payable in different forms under the contract or the cash surrender value of the contract).

Any change in the insurance or annuity contract, including the substitution of a different contract, that results in a change in the interest and mortality assumptions used to determine actuarial equivalence under the Plan shall be treated as an amendment of the Plan for purposes of section 13.01(a).

## POST EGTRRA ADDENDUM

This Addendum to the Plan is adopted to reflect the provisions of the Pension Protection Act of 2006 (the "PPA"), the Worker, Retiree, and Employer Recovery Act of 2008 (the "WRERA"), the Heroes Earnings Assistance and Relief Tax Act of 2008 (the "HEART Act") and certain other provisions of applicable law and the applicable regulations that are generally effective after December 31, 2006 (the "Applicable Law"). This Addendum is intended as good faith compliance with the requirements of the PPA, WRERA, HEART Act, and Applicable Law and is to be construed in accordance with same. This Addendum is not part of a pre-approved document (a document that has received approval by the IRS), and has not been reviewed by the IRS for compliance with PPA, WRERA, HEART Act, or Applicable Law. The use of this Addendum does not affect "reliance" on a pre-approved document. This Addendum and the provisions of PPA, WRERA, HEART Act, and Applicable Law shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Addendum, PPA, WRERA, HEART Act, and Applicable Law.

### A. OPTIONAL PROVISIONS:

#### Mortality Table

1. 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

- 3a. 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 (**B.3(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.
- 3b. If **A.3a** is "No", indicate whether the Plan shall provide for the automatic restoration of benefit accruals that had been limited under section 436(e):  
 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).
- 3c. Indicate whether Participants 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:  
 Yes  No  
**NOTE:** If "Yes" is selected, pursuant to Treas. Reg. section 1.436-1(a)(4)(ii) Participants 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.
- 3d. Separate elections are permitted with respect to the restricted and unrestricted portions of the optional form of benefit (**B.3(d)(5)**):  
 Yes  No
- 3e. Indicate whether the Plan offers optional forms of benefits that are solely available during the periods in which **B.3(d)(1)-(3)** apply:  
 Yes  No
- 3f. If **3e** 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.

#### Inservice

- 6a. 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.

6b. If 6a is "Yes", the effective date shall be Plan Years beginning on or after: \_\_\_\_\_.

**NOTE:** May not be earlier than January 1, 2007.

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

7a. 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) (Paragraph B.6):

Yes  No

7b. If A.7a is "Yes", enter the effective date: \_\_\_\_\_.

**NOTE:** May not be earlier than January 1, 2007.

### **B. STANDARD PROVISIONS:**

1. Section 1004 PPA--Qualified Optional Survivor Annuity. This Paragraph is effective for Annuity Starting Dates in Plan Years beginning after December 31, 2007. The Plan shall offer a Qualified Optional Survivor Annuity (QOSA) as another optional form of benefit. The QOSA shall be an annuity for the life of the Participant with a survivor annuity that is equal to the applicable percentage of the amount of the annuity that is payable during the joint lives of the Participant and the spouse, and that is the Actuarial Equivalent of a single life annuity for the life of the Participant. The survivor percentage of the QOSA shall be determined in accordance with the following:

(a) If the Plan provides for a specific QJSA survivor annuity percentage and such percentage is less than 75%, then the Plan's QOSA shall be 75%.

(b) If the Plan provides for a specific QJSA survivor annuity percentage and such percentage is greater than or equal to 75%, then the Plan's QOSA shall be 50%.

2. Section 824 PPA--Rollover to Roth IRA. Effective for distributions made after December 31, 2007, a Participant may roll over a distribution from the Plan to a Roth IRA provided that the amount rolled over is an eligible rollover distribution (as defined in Code section 402(c)(4)) and, pursuant to Code section 408A(d)(3)(A)(i), there is included in gross income any amount that would be includible if the distribution were not rolled over.

3. Section 113 PPA--Benefit Restrictions (Prohibited Payments) and Benefit Accruals for Single Employer Plans. The following restrictions generally apply for Plan Years beginning on or after January 1, 2010; however, for Plan Years beginning before January 1, 2010, the Plan may rely upon either the final Treas. Reg. or the Proposed Treas. Reg. section 1.436-1. This Section shall be construed in accordance with Treas. Reg. section 1.436-1, Notice 2008-21, Notice 2008-73 and any superseding/subsequent guidance. This Paragraph applies to single employer defined benefit plans (including multiple employer plans) beginning as of the date specified in Treas. Reg. section 1.436-1(k), but does not apply to multiemployer plans.

(a) Applicability.

(1) First Five Plan Years. The limitations described in paragraphs (b), (c), and (e) do not apply to a Plan for the first five Plan Years of the Plan as provided in Treas. Reg. section 1.436-1(a)(3)(i).

(2) Terminating Plans. Subject to Treas. Reg. section 1.436-1(a)(3)(ii), the limitations under Code section 436(d) and paragraph (d) do not apply to prohibited payments (within the meaning of Treas. Reg. section 1.436-1(j)(6)) that are made to carry out the termination of the Plan in accordance with applicable law.

(3) Multiple Employer Plans. In the case of a multiple employer plan to which Code section 413(c)(4)(A) applies, this Paragraph applies separately with respect to each employer under the Plan, as if each employer maintained a separate plan. In the case of a multiple employer plan to which Code section 413(c)(4)(A) does not apply (that is, a plan described in Code section

413(c)(4)(B) that has not made the election for Code section 413(c)(4)(A) to apply), this Paragraph applies as if all participants in the Plan were employed by a single employer.

- (4) **Resumption of Payment/Accrual.** If a limitation on prohibited payments under Subparagraph D applied to the Plan as of a section 436 measurement date, but that limit no longer applies to the Plan as of a later section 436 measurement date, then the limitation on prohibited payments under the Plan does not apply to benefits with annuity starting dates (as defined in Treas. Reg. section 1.436-1(j)(2)) that are on or after that later section 436 measurement date. Except as otherwise provided in Optional Provisions, if a limitation on benefit accruals under Subparagraph E applied to the Plan as of a section 436 measurement date, but that limit no longer applies to the Plan as of a later section 436 measurement date, then that limitation does not apply to benefit accruals that are based on service on or after that later section 436 measurement date.
- (b) **Limitation on Shutdown Benefits and Other Unpredictable Contingent Event Benefits.** Subject to the exemptions, terms and conditions of Treas. Reg. section 1.436-1(b), unpredictable contingent event benefits with respect to any unpredictable contingent events occurring during a Plan Year shall not be paid if the adjusted funding target attainment percentage for the Plan Year is (1) less than 60 percent; or (2) 60 percent or more, but would be less than 60 percent if the adjusted funding target attainment percentage were redetermined applying an actuarial assumption that the likelihood of occurrence of the unpredictable contingent event during the Plan Year is 100 percent.
- (c) **Limitations on Plan Amendments Increasing Liabilities.** Subject to the exemptions, terms and conditions of Treas. Reg. section 1.436-1(c), no amendment to the Plan that has the effect of increasing liabilities of the Plan by reason of increases in benefits, establishment of new benefits, changing the rate of benefit accrual, or changing the rate at which benefits become nonforfeitable shall take effect in a Plan Year if the adjusted funding target attainment percentage for the Plan Year is: (1) less than 80 percent; or (2) 80 percent or more, but would be less than 80 percent if the benefits attributable to the amendment were taken into account in determining the adjusted funding target attainment percentage.
- (d) **Limitations on Prohibited Payments.** The following shall apply subject to the exemptions, terms and conditions of Treas. Reg. section 1.436-1(d):
  - (1) **AFTAP Less Than 60 Percent.** If the Plan's adjusted funding target attainment percentage for a Plan Year is less than 60 percent, a Participant or Beneficiary is not permitted to elect an optional form of benefit that includes a prohibited payment, and the Plan will not pay any prohibited payment, with an annuity starting date on or after the applicable section 436 measurement date.
  - (2) **Bankruptcy.** A Participant or Beneficiary is not permitted to elect an optional form of benefit that includes a prohibited payment, and the Plan will not pay any prohibited payment, with an annuity starting date that occurs during any period in which the Plan Sponsor is a debtor in a case under title 11 of the United States Code, or similar Federal or State law, except for payments made within a Plan Year with an annuity starting date that occurs on or after the date on which the enrolled actuary of the Plan certifies that the Plan's adjusted funding target attainment percentage for that Plan Year is not less than 100 percent.
  - (3) **AFTAP at Least 60 Percent but Less Than 80 Percent.** In any case in which the Plan's adjusted funding target attainment percentage for a Plan Year is 60 percent or more but is less than 80 percent, a Participant or Beneficiary is not permitted to elect the payment of an optional form of benefit that includes a prohibited payment, and the Plan will not pay any prohibited payment, with an annuity starting date on or after the applicable section 436 measurement date, unless the present value, determined in accordance with Code section 417(e)(3), of the portion of the benefit that is being paid in a prohibited payment does not exceed the lesser of: (i) 50 percent of the present value (determined in accordance with Code section 417(e)(3)) of the benefit payable in the optional form of benefit that includes the prohibited payment; or (ii) 100 percent of the PBGC maximum benefit guarantee amount described in Treas. Reg. section 1.436-1(d)(3)(iii)(C).

- (4) **Bifurcation.** If an optional form of benefit that is otherwise available under the terms of the Plan is not available as of the annuity starting date because of the application of Subparagraph (d)(3), then a Participant or Beneficiary may elect to: (i) receive the unrestricted portion of that optional form of benefit at that annuity starting date, determined by treating the unrestricted portion of the benefit as if it were the Participant's or Beneficiary's entire benefit under the Plan; (ii) commence benefits with respect to the Participant's or Beneficiary's entire benefit under the Plan in any other optional form of benefit available under the Plan at the same annuity starting date that satisfies Treas. Reg. section 1.436-1(d)(3)(i); or (iii) defer commencement of the payments to the extent described in Treas. Reg. section 1.436-1(d)(5). If the Participant or Beneficiary elects payment of the unrestricted portion of the benefit as described in Subparagraph (d)(4)(i), then the Participant or Beneficiary may elect payment of the remainder of the Participant's or Beneficiary's benefits under the Plan in any optional form of benefit at that annuity starting date otherwise available under the Plan that would not have included a prohibited payment if that optional form applied to the entire benefit of the Participant or Beneficiary.
- (5) **Payment Benefit Restrictions.** To the extent provided in the Optional Provisions, if an optional form of benefit that is otherwise available under the terms of the Plan is not available as of the annuity starting date because of the application of Subparagraph (d)(3) and no additional information from the Participant or Beneficiary (such as information regarding a social security leveling optional form of benefit) is needed to make that determination, rather than wait for the Participant or Beneficiary to elect such optional form of benefit, separate elections shall be permitted with respect to the restricted and unrestricted portions of that optional form of benefit. This rule applies to all such optional forms and the Plan shall identify the option that the bifurcation election replaces.
- (6) **One-Time Application.** In the case of a Participant with respect to whom a prohibited payment (or series of prohibited payments under a single optional form of benefit) is made pursuant to Treas. Reg. section 1.436-1(d)(3)(i) or (ii), no additional prohibited payment shall be made to such Participant during any period of consecutive Plan Years for which prohibited payments are limited under Treas. Reg. section 1.436-1(d).
- (7) **Cash Out.** The term prohibited payment shall not include the payment of a benefit which under Code section 411(a)(11) may be immediately distributed without the consent of the Participant.
- (e) **Limitations on Benefit Accruals.** Subject to the exemptions, terms and conditions of Treas. Reg. section 1.436-1(e), in any case in which the Plan's adjusted funding target attainment percentage for a Plan Year is less than 60 percent, benefit accruals under the Plan will cease as of the applicable section 436 measurement date. If the Plan is required to cease benefit accruals under this paragraph (e), then the Plan is not permitted to be amended in a manner that would increase the liabilities of the Plan by reason of an increase in benefits or establishment of new benefits.
- (f) **Methods to Avoid or Terminate Benefit Limitations.** Subject to the exemptions, terms and conditions of Treas. Reg. section 1.436-1(f), the Plan Sponsor may utilize the following methods to avoid or terminate the benefit limitations of Code section 436 for a Plan Year: (1) reduce the prefunding balance or funding standard carryover balance; (2) make additional contributions under Code section 430 for the prior Plan Year within the time period provided by Code section 430(j)(1) that are not added to the prefunding balance; (3) make a contribution that is specifically designated as a current year contribution to avoid or terminate application of a benefit limitation under Treas. Reg. section 1.436-1(b), (c), or (e); and (4) provide security under Code section 436(f)(1) as described in Treas. Reg. section 1.436-1(f)(2) and (3).
- (g) **Rules of Operation for Periods prior to and after Certification.** Subject to the exemptions, terms and conditions of Treas. Reg. section 1.436-1(g) and (h), the following rules apply to the Plan:
- (1) **Periods Prior to Certification During Which a Presumption Applies.** For any period during which a presumption under Code section 436(h) and Treas. Reg. section 1.436-1(h)(1), (2), or (3) applies to the Plan, the limitations applicable under Code section 436 and Treas. Reg. section 1.436-1(b), (c), (d), and (e) are applied to the Plan as if the adjusted funding target attainment

percentage for the year were the presumed adjusted funding target attainment percentage determined under the rules of Code section 436(h) and Treas. Reg. section 1.436-1(h)(1), (2), or (3), as applicable, updated to take into account certain unpredictable contingent event benefits and Plan amendments in accordance with Code section 436 and the rules of Treas. Reg. section 1.436-1(g).

- (2) **Plan Must Follow Certified AFTAP.** The rules of Treas. Reg. section 1.436-1(g)(2) and (g)(3) no longer apply for a Plan Year on and after the date the enrolled actuary for the Plan issues a certification of the adjusted funding target attainment percentage of the Plan for the current Plan Year, provided that the certification is issued before the first day of the 10th month of the Plan Year.
  - (h) **Transitional Relief.** The Plan may utilize the transitional relief provided in IRS Notice 2008-21, Notice 2008-73 and any superseding/subsequent guidance. Effective for Plan Years beginning after December 31, 2007, for purposes of Code sections 430 and 436, the Plan's funding target attainment percentage (FTAP) for the preceding Plan Year may be determined by using such methods of estimation as the Treasury Department may provide. Proposed Treas. Reg. section 1.436-1, Notice 2008-21 and Notice 2008-73 may be relied upon for determining the Plan's adjusted funding target attainment percentage and FTAP for the first Plan Year in which Code section 436 applies.
  - (i) **Incorporation by Reference/Inconsistencies.** The provisions of Treas. Reg. section 1.436-1 are hereby incorporated by reference. In the event of any inconsistencies between Treas. Reg. section 1.436-1 and this Section **B.3**, the provisions of Treas. Reg. section 1.436-1 shall apply; but only to the extent such provisions are in accordance with applicable law including but not limited to WRERA.
4. **HEART Act -- Death Benefits Under USERRA.** With respect to a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code section 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service specified in Section **B.6** below) provided under the Plan as if the Participant had resumed and then terminated employment on account of death pursuant to Code section 401(a)(37). Years of Vesting Service shall include the period of a deceased Participant's qualified military service for purposes of determining death benefits under the Plan. This Section shall be construed in accordance with Code section 401(a)(37), Notice 2010-15 and any superseding/subsequent guidance.
5. **HEART Act -- Differential Military Pay.** Effective for Plan Years beginning after December 31, 2008, pursuant to Code section 414(u)(12), a Participant receiving differential wage payments (as defined in Code section 3401(h)(2)) shall be treated as an Employee of the Employer making the payment and the differential wage payments shall be treated as Testing Compensation under the Plan. The Plan Administrator may, in its sole discretion, treat differential wage payments as Compensation for purposes of determining benefits under the Plan, in such manner to all Participants on reasonably equivalent terms. This Section shall be construed in accordance with Code section 414(u)(12), Notice 2010-15 and any superseding/subsequent guidance.
6. **HEART Act -- Benefit Accruals During Qualified Military Service on Account of Death or Disability.** To the extent provided in the Optional Provisions and pursuant to Code section 414(u)(9), a Participant that dies or becomes Disabled while performing qualified military service (as defined in Code section 414(u)) 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 as provided under Code section 414(u)(9). Years of Vesting Service and Mandatory Employee Contributions shall comply with the guidance of Notice 2010-15, Q&As 7-8. All Participants eligible for benefit accruals under the Plan by reason of this Section shall be provided benefit accruals on reasonably equivalent terms. This Section shall be construed in accordance with Code section 414(u)(9), Notice 2010-15 and any superseding/subsequent guidance.
7. **Non-spouse Rollovers.** Effective January 1, 2007, a non-spouse Beneficiary who is a designated Beneficiary within the meaning of Code section 401(a)(9)(E) may, after the death of the Participant, make a direct rollover of a distribution to an IRA established on behalf of the designated Beneficiary; provided that the distributed amount satisfies all the requirements to be an eligible rollover distribution other than the requirement that the distribution be made to the Participant or the Participant's spouse. Such direct rollovers shall be subject to the terms and

conditions of IRS Notice 2007-7 and superseding guidance, including but not limited to the provision in Q&A-17 regarding required minimum distributions. Effective January 1, 2010, the distributions described in this Paragraph shall be subject to Code sections 401(a)(31), 402(f) and 3405(c).

8. Section 415 Actuarial Equivalence. Technical Corrections. Effective as provided in the Optional Provisions, the mortality table described in Code section 417(e)(3)(B) shall be the applicable mortality table for purposes of Code section 415.
9. Rollover of After-Tax Contributions. Effective for taxable years beginning on or after January 1, 2007, if the Plan permits Rollover Contributions to the Plan from all qualified plans and tax favored vehicles, the Plan Administrator may, in its sole discretion, permit the Plan to accept a rollover of after-tax contributions as permitted by PPA Section 822. The Plan shall separately account for amounts so transferred (including interest thereon), including separately accounting for the portion of such contribution which is includible in gross income and the portion of such contribution which is not so includible.
10. Notice of Right to Defer. For notices given in Plan Years beginning on or after January 1, 2007, any description of a Participant's right to defer a distribution under Code section 411(a)(11) must also include a description of the consequences of failing to defer receipt of the distribution. The Plan will not be treated as failing to meet these notice requirements if the Plan Administrator makes a reasonable attempt to comply with the new requirements during the period that is within 90 days of the issuance of regulations. For this purpose, the Plan Administrator may use a description that includes the financial effect of deferring distributions, as described in Treas. Reg. section 1.417(a)(3)-1(d)(2)(i), based solely on the normal form of benefit.
11. Actuarial Assumptions. 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 Code section 417(e)(3); Revenue Ruling 2007-67; Notice 2008-30; WRERA; section 103(b)(2)(A) and any superseding/subsequent guidance.
12. QDRO. Effective April 6, 2007, pursuant to PPA section 1001 and DOL regulation 2530.206, a domestic relations order will not fail to be a Qualified Domestic Relations Order solely because the domestic relations order: (a) revises or is issued after another domestic relations order or Qualified Domestic Relations Order, or (b) the domestic relations order is issued after the Participant's death, divorce or annuity starting date.
13. Rev. Rul. 2008-40-Transfer to Nonqualified Plan. Subject to the conditions and limitations of Revenue Ruling 2008-40, a transfer of assets from the Plan's trust to a nonqualified foreign trust shall be treated as a distribution. Furthermore, a transfer of assets from the Plan's trust to a plan that satisfies Puerto Rico Code section 1165 shall be treated as a distribution, even if such plan is described in ERISA section 1022(i)(1).
14. Rev. Rul. 2008-45-Exclusive Benefit Rule. Sponsorship of the Plan may not be transferred to an unrelated taxpayer if such transfer would violate Revenue Ruling 2008-45.
15. WRERA- Definition of Eligible Rollover Distribution. Effective for Plan Years beginning on or after January 1, 2010, for purposes of providing a written explanation to recipients of distributions eligible for rollover treatment, an eligible rollover distribution includes any distribution to a designated beneficiary which would be treated as an eligible rollover distribution by reason of Code sections 402(c)(11), 403(a)(4)(B), 403(b)(8)(B), or 457(e)(16)(B), if the requirements of Code section 402(c)(11) were satisfied.
16. WRERA Change to Code section 415(b)(2)(E). If the Plan is maintained by an eligible employer (as defined in Code section 408(p)(2)(C)(i)), effective for Limitation Years beginning after December 31, 2008, for purposes of adjusting any benefit under Code section 415(b)(2)(B) for any form of benefit subject to Code section 417(e)(3), the interest rate assumption is modified pursuant to WRERA, section 122.

The undersigned agree to be bound by the terms of the forgoing addendum to the Adoption Agreement and acknowledge receipt of same. These addenda are executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PLAN SPONSOR (COMPANY):

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

**PLEASE NOTE THAT THERE ARE TWO SIGNATURE PAGES ON THIS DOCUMENT**

V4.02-4.02