

**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)

NOTE: This Plan shall not be used for a multi-employer plan. If Item 10.a.viii is selected, the Plan will cover people who work for the Union and who receive Compensation for their services to the Union.

- 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 includible in gross income:

Yes No

21. Include deferrals in definition of Compensation?

Yes No

Unless "No" is checked, Compensation shall also include any amount which is contributed by the Company pursuant to a salary reduction agreement and which is not includable in the gross income of the Employee under Code sections 125, 132(f), 402(e)(3), 402(h), 403(b) or 457(b).

22a. Increase Compensation limit to amount provided by EGTRRA:

Yes No

22b. If A.22a is "Yes", increase Compensation limit for determination periods beginning before January 1, 2002:

Yes No

If "No" is selected, the annual Compensation for determination periods beginning before January 1, 2002, shall be \$150,000 for any determination period beginning in 1996 or earlier; \$160,000 for any determination period beginning in 1997, 1998, or 1999; and \$170,000 for any determination period beginning in 2000 or 2001.

23a. Include Post Severance Compensation in definition of Compensation for purposes of benefit accrual:

Yes No

23b. If A.23a is "Yes", effective date of inclusion of Post Severance Compensation shall be limitation years beginning on or after:

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.

25. Exclude compensation paid before participation in Plan from definitions of Compensation and Average Annual Compensation:

Yes No

NOTE: If "Yes" is checked, Compensation and Average Annual Compensation shall include only that compensation which is actually paid to the Participant by the Company while the Participant is participating in the Plan. If "No" is checked, Compensation shall include that compensation which is actually paid to the Employee by the Company during any year of employment.

26a. Exclude other pay from definition of Compensation for the following Participants:

i. None

ii. Highly Compensated Employees only

iii. All Participants

NOTE: If **A.26a.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).

- 26b. If **A.26a.ii** or **A.26a.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

27. 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 first day of the Plan Year
NOTE: The choice "first day of the Plan Year" of **A.46** can only be selected if the Plan's TRA'86 and GUST documents contained provisions that utilized the first day of the Plan Year to determine the applicable interest rate - otherwise another choice must be made. If **A.46** is "first day of the Plan Year", **A.44.c** (Plan Year) must be selected.
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. (Unless **B.9a.ii** (Elapsed Time) is selected, the Plan will use the Hours of Service method for determining eligibility service. 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.9c.i** is not selected, the hours equivalency selected in **B.9c** shall apply to:
- i.** All Employees
 - ii.** Only Employees not paid on a per-hour basis.

Eligibility Requirements and Entry Dates

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: _____ (21 maximum - leave blank or enter "0" if none).
- 11a.** Minimum service requirement (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 a Year of Eligibility Service: _____. (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 eligibility requirements to participate in the Plan:
 Yes No
- 12b.** If **B.12a** is "Yes", describe any other eligibility requirements: _____.
- NOTE:** These other eligibility requirements must comply with the requirements of Code section 410(a) and applicable Treasury Regulations.
- NOTE:** See Section 3.04 for rules regarding eligibility requirements.
- 13a.** Frequency of entry dates:
- i.** An Eligible Employee shall become a Participant 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 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, questions **C.11b** - **C.11d** are disregarded.):
- Hours of Service
 - Elapsed Time
 - Proration
- 11a.** If **C.10.i** or **C.10.ii** is selected, a Participant or Terminated Participant will receive one Year of Credited Service if he or she is employed by the Company on the last day of an applicable Plan Year or completes at least the number of Hours of Service/consecutive calendar months of service during the applicable Plan Year as indicated below:
- No - Years of Credited Service shall be determined pursuant to **C.11b** or **C.10.ii** without the application of this **C.11a**.
 - Yes - **C.11.b** shall not apply. The number of Hours of Service (if **C.10.i** is selected) or the number of consecutive calendar months of service (if **C.10.ii** is selected) during the applicable Plan Year that a Terminated Participant must complete is the following: _____.
- NOTE:** If **C.11a.ii** and **C.10.i** (Hours of Service) are selected, **C.11e.i** (Plan Year) must be selected.
NOTE: If **C.11a.ii** and **C.10.i** (Hours of Service) are selected, the following applies: **C.11a.ii** may not be more than 1,000. In order to automatically pass Code section 410(b) for Years of Credited Service purposes, the Plan should use not more than 501. If left blank, the Plan will use 501.
NOTE: If **C.11a.ii** and **C.10.ii** (Elapsed Time) are selected, the following applies: **C.11a.ii** may not be more than 12. In order to automatically pass Code section 410(b) for Years of Credited Service purposes, the Plan should use not more than 3. If left blank, the Plan will use 3.
- 11b.** If **C.10.i** and **C.11a.i** are 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.)
- 11c.** If **C.10.i** or **C.10.iii** is selected, select equivalency for credited service:
- None
An Employee shall be credited with the following service with the Employer:
 - 10 Hours of Service for each day or partial day
 - 45 Hours of Service for each week or partial week
 - 95 Hours of Service for each semi-monthly payroll period or partial semi-monthly payroll period
 - 190 Hours of Service for each month or partial month
- 11d.** If **C.11c.i** is not selected, the hours equivalency selected in **C.11c** shall apply to:
- All Employees
 - Only Employees not paid on a per-hour basis.
- 11e.** If **C.10.i** or **C.10.iii** is selected, computation period for Year of Credited Service:
- Plan Year
 - calendar year
 - Plan Sponsor Fiscal Year
 - 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
- No
 - Years of employment with the Employer prior to plan participation
 - 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)):
- Ignore Section 4.01(d) - Do not automatically add any Participants.
 - 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 number of Years of Credited Service is applied and the next sentence shall not apply.) 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 number of Years of Credited Service 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 blank or zero, no maximum is applied, and (d) and (e) below shall not apply. 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 blank or zero, no maximum is applied. 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 blank or zero, no maximum is applied, and (d) and (e) below shall not apply. 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 blank or zero, no maximum is applied. 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 _____. (If blank or zero, no pro rata reduction is applied. 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 _____. (If blank or zero, no pro rata reduction is applied. 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 blank or zero, no pro rata reduction 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.)

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 blank or zero, no pro rata reduction 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.)

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 _____. (If blank or zero, no maximum is applied.)

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 _____. (If blank or zero, no pro rata reduction is applied.)

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 the determination period ending within such Plan Year, or

(b) \$_____;

provided that he or she earns a Year of Credited Service in such Plan Year (or earns a Year of Credited Service for the computation period ending within such Plan Year if **C.10.i** or **C.10.iii** is selected). 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 (if blank or zero, no maximum is applied).

xiv. **Frozen Benefit.** The Plan was frozen as to benefit accruals as of: _____.

xv. **Benefits Pursuant to CBA.** Each Participant's benefit is determined pursuant to the terms of a written collective bargaining agreement as adjusted/modified from time to time.

NOTE: Option **C.25.xv** may only be selected if the written collective bargaining agreement has a definitely determinable benefit formula.

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 determination periods 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 determination periods 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 determination periods 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 the following, and the determination period for Compensation is the following:
- i.** Plan Year
 - ii.** calendar year ending in the Plan Year
 - iii.** Plan Sponsor Fiscal Year ending in the Plan Year
 - iv.** Limitation Year ending in the Plan Year
- 26f.** In determining Average Annual Compensation, use consecutive whole and partial years (whole months) of Compensation rather than consecutive whole years of Compensation:
 Yes No
- NOTE:** Regardless of the selection in **C.26f**, if a Participant has less than the requisite number of years of Compensation that are required for Average Annual Compensation, then Average Annual Compensation for such Participant shall be the average of the consecutive whole and partial years (whole months) of Compensation.

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).
 - vi.** **Taxable Wage Base.** The Taxable Wage Base in effect under Section 230 of the Social Security Act at the beginning of the Plan Year.
- NOTE:** Option **C.28a.vi** may only be used with an excess unit credit benefit formula (Item **C.25.iv**) or an excess flat benefit formula (Item **C.25.vi**).
- 28b.** If **C.28a.vi** (Taxable Wage Base) is not selected, 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.** If **C.28a.vi** (Taxable Wage Base) is not selected, 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
 - v.** Annual benefit limited to a dollar amount times Years of Credited Service
 - vi.** Other maximum benefit specified in **C.30b**

- 30b.** If **C.30a** is not "None", enter maximum: _____.
NOTE: If **C.30a.vi** is selected, the maximum benefit described in **C.30b** must be definitely determinable.
- 31a.** Minimum benefit (Section 4.03(a)):
- i. None
 - ii. Monthly benefit
 - iii. Annual benefit expressed as a percentage of Average Annual Compensation
 - iv. Annual benefit expressed as a percentage of Average Annual Compensation times Years of Credited Service
 - v. Annual benefit expressed as a dollar amount times Years of Credited Service
 - vi. Other minimum benefit specified in **C.31b**
- 31b.** If **C.31a** is not "None", enter minimum: _____.
NOTE: If **C.31a.vi** 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 7.14):
- 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 7.14(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

iv. 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 survivor annuity.

The following survivor annuities shall be available:

50% 66-2/3% 75% 100%

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. Installments

viii. Other optional form of benefit: _____.

NOTE: If **E.5.viii** 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 coincident or next following Early Retirement Age

iv. Anniversary date nearest Early Retirement Age

v. Early Retirement Age

- 11b. If **E.11a.iii** or **E.11a.iv** is selected (Anniversary date coincident or next following/nearest Early Retirement Age), enter anniversary date: _____.

- 12a. Specify either 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, or an unreduced Accrued Benefit:

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

vi. Unreduced Accrued Benefit

NOTE: If any option other than **E.12a.v** (Actuarial Equivalent) or **E.12a.vi** (Unreduced Accrued Benefit) 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

- 16a. Offer a lump sum distribution of the present value of the vested 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**.
- 16b. Offer the forms of payment for Normal and Early Retirement in **E.5a** subject to any applicable conditions/limitations to a vested, Terminated Participant before Early/Normal Retirement:
i. No
ii. Yes
- 16c. The benefit payable to a vested, Terminated Participant pursuant to **E.16a** and/or **E.16b** is the:
i. Actuarial Equivalent of the vested Accrued Benefit payable at Normal Retirement
ii. Actuarial Equivalent of the vested benefit payable at Early Retirement, if **E.9** is "Yes"
iii. Other: _____.
NOTE: The "Other" benefit specified above must be objectively determinable, and cannot be specified in a manner that is subject to the Company's /Plan Administrator's discretion.
- 17a. If **E.16a** and/or **E.16b** are 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.16a.ii** is selected (Yes - with limitation), enter maximum amount of lump sum: \$_____.
19. If **E.16a** and/or **E.16b** are 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
v. Other: _____.
NOTE: If **E.20.v** is selected, the death benefit must be definitely determinable and cannot violate the incidental death benefit rules described in Section 9.06(c).
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)
NOTE: The entered percentage or multiple of **E.22** may not violate the incidental death benefit rules described in Section 9.06(c).
- 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
iv. Installments
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

iv. Other

NOTE: If the plan is a Section 412(i) Plan, **E.24a** will be deemed to be "None". If **C.25.iv** through **C.25.vii** is selected (integrated accrual formula) and the Plan is intended to meet a Code section 401(a)(4) safe harbor, **E.24a.iv** (Other) cannot be selected.

24b. If **E.24a.ii** (Lesser of stated percentage or Social Security increase) is selected, enter percentage: _____.

24c. If **E.24a.iv** (Other) is selected, enter the percentage, index or other method to determine cost of living increases: _____.

NOTE: The percentage, index or other method specified above must be objectively determinable, and cannot be specified in a manner that is subject to the Company's /Plan Administrator's discretion.

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). If any minimum required distributions were made in 2002 prior to the date specified, the transition rule described in section 1.2 of Model Amendment 2 in Rev. Proc. 2002-29, 2002-1 C.B. 1176, also applies.

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** or **E.33a.ii** (2002/2003) 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 section 1.401(a)(9)-1 of the 1987 proposed regulations 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. Section 1.401(a)(9)-6T of the temporary regulations 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. INSERVICE WITHDRAWALS & LOANS

Other Withdrawals

1. **At Any Time** (Section 8.01). Inservice 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:
- Standard according to Section 10.07(b)
 - 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):
- This Plan
 - Pursuant to the terms of another plan
 - Partially in this Plan
- 1b. If **H.1a iii** is selected, describe how the Top Heavy minimum accruals will be made: _____.
2. If **H.1.ii** (another plan) is selected, name of other Plan to which Top-Heavy accruals are made: _____.
3. If **H.1.i** (This Plan) is selected, type of other plan maintained by the Company that covers employees eligible to participate in this Plan:
- N/A - No other plan
 - Defined Contribution
 - Defined Benefit

Top Heavy Accruals

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

Signature: _____

Print Name: _____

Title/Position: _____

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).