

## Cash Balance Plan (Proto Format)

### Company Data:

#### Company Information:

1. Name of adopting employer (Plan Sponsor):
- 2a. Plan Sponsor address line 1:
- 2b. Plan Sponsor address line 2:
3. Plan Sponsor city:
4. Plan Sponsor state:
5. Plan Sponsor zip:
6. Plan Sponsor phone AC/Number:
7. Plan Sponsor fax AC/Number:

#### Additional Company Information:

8. Plan Sponsor EIN:
9. Plan Sponsor fiscal year end:
- 10a. Plan Sponsor entity type:  
 C Corporation  S Corporation  Non profit  Partnership  Limited Liability Company  Limited Liability Partnership  Sole Proprietorship  Union   
Government agency  Other
- 10b. If 10a is "Union", enter name of the representative of the parties who established or maintain the Plan:
- 10c. If 10a is "Other", enter Plan Sponsor entity type:
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):

#### Contact Information:

21. Contact name:
22. Contact title:
23. Contact salutation:
24. Contact phone:
25. Contact fax:
26. Contact email:

#### Notes:

30. Notes

## Plan Data:

### A. GENERAL INFORMATION

#### A. General

- 1. Plan Number:
- 2a. First line of Plan name:
- 2b. Second line of Plan name:
- 3a. Original effective date of Plan:
- 3b. Is this a restatement of a previously-adopted plan?  
 Yes  No
- 3c. If **A.3b** is "Yes", effective date of Plan restatement:
- 4a. Plan Year End (Month Day):
- 4b. The Plan has a short plan year:  
 Yes  No
- 4ci. If **A.4b** is Yes", enter the start date of the short Plan Year:
- 4cii. If **A.4b** is Yes", enter the end date of the short Plan Year:
- 5a. Limitation Year means:  
 Plan Year  calendar year  tax year of the Plan Sponsor  Other
- 5b. If **A.5a** is "Other", describe other limitation year:

#### A. Compensation

- 20a. Definition of Compensation:  
 W-2  Withholding  415 Safe Harbor
- 20b. If **A.20a** is "415 Safe Harbor", 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
- 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
- 23a. Include Post Severance Compensation in definition of Compensation for purposes of benefit accrual:  
 Yes  No
- 23b. **A.23a** is "Yes", effective date of inclusion of Post Severance Compensation shall be limitation years beginning on or after:
- 23c. Compensation is determined using Post Year End Compensation:  
 Yes  No
- 23d. If **A.23c** is "Yes", effective date of using Post Year End Compensation shall be limitation years beginning on or after:
- 23e. Include in Compensation payments made to an individual on account of qualified military service:  
 Yes  No
- 23f. Include in Compensation payments made to a Participant who is permanently and totally disabled:  
 Yes  No
- 23g. Include deemed Code section 125 compensation in definition of Compensation:  
 Yes  No

#### A. Compensation Exclusions

- 24. Exclude certain fringe benefits from definition of Compensation:

- Yes  No
- 25a. Exclude other pay from definition of Compensation for the following Participants:  
 None  HCEs only  All Participants
- 25b. If A.25a is not "None", describe other pay excluded from definition of Compensation:

#### A. Testing Compensation

26. Definition of Testing Compensation:  
 W-2  Withholding  415 Safe Harbor

#### A. 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

#### A. Other Definitions

31. Definition of Age. A Participant's Age is determined as of:  
 Last birthday  Nearest birthday
32. Definition of Disability:  
 Under Code section 22(e)  Under the Social Security Act  Inability to engage in comparable occupation  Pursuant to other Company Disability Plan  Under uniform rules established by the Plan Administrator
33. Name of state or commonwealth for choice of law (Section 14.05):

#### A. Actuarial Assumptions - Non Lump Sum

- 42a. Non lump sum pre-retirement mortality assumption:  
42b. Non lump sum pre-retirement interest rate assumption:  
43a. Non lump sum post-retirement mortality assumption:  
43b. Non lump sum post-retirement interest rate assumption:

#### A. Actuarial Assumptions - Applicable Interest Rate

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

#### A. Miscellaneous

60. Enter date to place on cover of Summary Plan Description:  
61. File Number:  
62. Trust EIN:  
63. User Defined Field #1  
64. User Defined Field #2  
65. User Defined Field #3

- 66. User Defined Field #4
- 67. User Defined Field #5

**B. ELIGIBILITY**

**B. Exclusions**

- 1. Exclude Employees covered under a collective bargaining agreement from definition of Eligible Employee:  
 Yes  No
- 2. Exclude leased Employees from definition of Eligible Employee:  
 Yes  No
- 3. Exclude nonresident aliens from definition of Eligible Employee:  
 Yes  No
- 4a. Exclude other Employees from definition of Eligible Employee (any exclusion must satisfy Code section 401(a)):  
 Yes  No
- 4b. If **B.4a** is "Yes", describe other excluded Employees from definition of Eligible Employee:
- 5. An Employee may irrevocably elect not to participate in the Plan:  
 Yes  No

**B. Other Employer Service**

- 6a. Count 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:

**B. Break in Service**

- 7a. **Rule of parity.** If an Employee does not have any nonforfeitable right to 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.  
 Yes  No

**B. Immediate Participation**

- 8a. Allow immediate participation to all Eligible Employees employed on the date specified on **B.8b.i** effective as of the date specified in **B.8b.ii**:  
 Yes  No
- 8b.i. If **B.8a** is "Yes", the special participation rule shall apply to all Eligible Employees employed on:
- 8b.ii. If **B.8a** is "Yes" Eligible Employees will 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:

**B. Eligibility Service Computation Rules**

- 9a. Eligibility service computation method:  
 Hours of Service  Elapsed Time
- 9b. Eligibility Computation Period switch to Plan Year:  
 Yes  No
- 9c. Select hours equivalency for eligibility purposes:

None  10 hours per day  45 hours per week  95 hours per semi-monthly payroll period  190 hours per month

9d. If **B.9c** is not "None", the equivalency shall apply to the following employees:

All Employees  Only Employees not paid on a per-hour basis

## B. Employer Credits

10. Minimum age requirement for Employer Credits:

None  21  20-1/2  20  19  18

11a. Minimum service requirement for Employer Credits:

None  two (2) Years  one and one-half (1-1/2) Year  one (1) Year  eleven (11) Months  ten (10) Months  nine (9) Months  eight (8) Months  seven (7) Months  six (6) Months  five (5) Months  four (4) Months  three (3) Months  two (2) Months  one (1) Month  Specified Hours of Service

11b. If **B.9a** is "Hours of Service" and **B.11a** is not "None", enter the Hours of Service that must be completed in the period described in **B.11a** (without commas):

12a. In addition to the foregoing, the Plan provides for additional requirements for eligibility for Employer Credits:

Yes  No

12b. If **B.12a** is "Yes", describe any other eligibility requirements:

13a. Frequency of entry dates for Employer Credits:

Immediate  first day of the calendar month  first day of each plan quarter  first day of the first month and seventh month of the Plan Year  first day of the Plan Year  Other dates

13b. If **B.12a** is not "Immediate" or "Other dates", selection of entry date:

coincident with or next following  next following  coincident with or immediately preceding  immediately preceding  nearest to

13c. If **B.13a** is "other dates", describe other entry dates:

14a. Plan was frozen as to new Participants:

Yes  No

14b. If **B.14a** is "Yes", no Eligible Employees shall become eligible to participate in the Plan as of:

## C. BENEFITS

### C. Pension - Service

10a. Require service for a Participant to receive an allocation of Employer Credits:

Yes  No

10b. Benefit service computation method:

Hours of Service  Elapsed Time

11a. If **C.10a** is "Yes" and **C.10b** "Hours of Service", enter the Hours required in the applicable Determination Period for a Participant to receive Employer Credits (Not more than 1,000 if the Determination period is the Plan Year):

11b. If **C.10a** is "Yes" and **C.10b** is "Hours of Service", select equivalency for credited service:

None  10 hours per day  45 hours per week  95 hours per semi-monthly payroll period  190 hours per month

11c. If **C.11b** is not "None", the equivalency shall apply to the following employees:

All Employees  Only Employees not paid on a per-hour basis

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

Do not automatically fix  Add just enough

### C. Pension - Formula

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

Percentage of Compensation  Groups  Other

### C. Percentage of Compensation

**24.i.** If C.24 is "Percentage of Compensation", enter percent earned each year (without % sign):

### C. Groups

**24.ii.** If C.24 is "Groups", number of groups  
[ ] 2 [ ] 3 [ ] 4 [ ] 5 [ ] 6 [ ] 7

**24.ii.a.** If C.24 is "Groups", members of Group One:

**24.ii.a.i.** If C.24 is "Groups", indicate whether Group One will receive a fixed percentage, flat dollar amount, or greater of the two:

[ ] Fixed percent [ ] Fixed dollar amount [ ] Greater of fixed percent or fixed dollar

**24.ii.a.ii.** If C.24 is "Groups" and type of allocation is not "Fixed dollar amount", enter fixed percentage earned for Group One in each period (without % sign):

**24.ii.a.iii.** If C.24 is "Groups" and type of allocation is not "Fixed percent", enter fixed dollar amount for Group One in each period (without \$ sign):

**24.ii.b.** If C.24 is "Groups", members of Group Two:

**24.ii.b.i.** If C.24 is "Groups", indicate whether Group Two will receive a fixed percentage, flat dollar amount, or greater of the two:

[ ] Fixed percent [ ] Fixed dollar amount [ ] Greater of fixed percent or fixed dollar

**24.ii.b.ii.** If C.24 is "Groups" and type of allocation is not "Fixed dollar amount", enter fixed percentage earned for Group Two in each period (without % sign):

**24.ii.b.iii.** If C.24 is "Groups" and type of allocation is not "Fixed percent", enter fixed dollar amount for Group Two in each period (without \$ sign):

**24.ii.c.** If C.24 is "Groups", members of Group Three:

**24.ii.c.i.** If C.24 is "Groups", indicate whether Group Three will receive a fixed percentage, flat dollar amount, or greater of the two:

[ ] Fixed percent [ ] Fixed dollar amount [ ] Greater of fixed percent or fixed dollar

**24.ii.c.ii.** If C.24 is "Groups" and type of allocation is not "Fixed dollar amount", enter fixed percentage earned for Group Three in each period (without % sign):

**24.ii.c.iii.** If C.24 is "Groups" and type of allocation is not "Fixed percent", enter fixed dollar amount for Group Three in each period (without \$ sign):

**24.ii.d.** If C.24 is "Groups", members of Group Four:

**24.ii.d.i.** If C.24 is "Groups", indicate whether Group Four will receive a fixed percentage, flat dollar amount, or greater of the two:

[ ] Fixed percent [ ] Fixed dollar amount [ ] Greater of fixed percent or fixed dollar

**24.ii.d.ii.** If C.24 is "Groups" and type of allocation is not "Fixed dollar amount", enter fixed percentage earned for Group Four in each period (without % sign):

**24.ii.d.iii.** If C.24 is "Groups" and type of allocation is not "Fixed percent", enter fixed dollar amount for Group Four in each period (without \$ sign):

**24.ii.e.** If C.24 is "Groups", members of Group Five:

**24.ii.e.i.** If C.24 is "Groups", indicate whether Group Five will receive a fixed percentage, flat dollar amount, or greater of the two:

[ ] Fixed percent [ ] Fixed dollar amount [ ] Greater of fixed percent or fixed dollar

**24.ii.e.ii.** If C.24 is "Groups" and type of allocation is not "Fixed dollar amount", enter fixed percentage earned for Group Five in each period (without % sign):

**24.ii.e.iii.** If C.24 is "Groups" and type of allocation is not "Fixed percent", enter fixed dollar amount for Group Five in each period (without \$ sign):

**24.ii.f.** If C.24 is "Groups", members of Group Six:

**24.ii.f.i.** If C.24 is "Groups", indicate whether Group Six will receive a fixed percentage, flat dollar amount, or greater of the two:

[ ] Fixed percent [ ] Fixed dollar amount [ ] Greater of fixed percent or fixed dollar

**24.ii.f.ii.** If C.24 is "Groups" and type of allocation is not "Fixed dollar amount", enter fixed percentage earned for Group Six in each period (without % sign):

**24.ii.f.iii.** If C.24 is "Groups" and type of allocation is not "Fixed percent", enter fixed dollar amount for Group Six in each period (without \$ sign):

**24.ii.g.** If C.24 is "Groups", members of Group Seven:

**24.ii.g.i.** If **C.24** is "Groups", indicate whether Group Seven will receive a fixed percentage, flat dollar amount, or greater of the two:

Fixed percent  Fixed dollar amount  Greater of fixed percent or fixed dollar

**24.ii.g.ii.** If **C.24** is "Groups" and type of allocation is not "Fixed dollar amount", enter fixed percentage earned for Group Seven in each period (without % sign):

**24.ii.g.iii.** If **C.24** is "Groups" and type of allocation is not "Fixed percent", enter fixed dollar amount for Group Seven in each period (without \$ sign):

**24.ii.** If **C.24** is "Groups", describe any limitations on the amount of Employer Credits that may be earned:

### **C. Other Formula**

**24.iii.** If **C.24** is "Other", Employer Credits shall be determined as follows:

### **C. Cash Balance Conversion**

**25a.** The Plan has been converted from a traditional defined benefit formula to a cash balance formula where the Accrued Benefit is the balance of a Cash Balance Account:

Yes  No

**25b.** If **C. 25a** is "Yes", describe the method of determining the Accrued Benefit after the conversion (leave blank if Section 4.04 applies to the Plan):

### **C. Determination Period**

**26a.** Determination Period:

Plan Year  Six month period  Three month period  Calendar month period

**26b.** The first Determination Period shall commence:

first day of the Plan Year  first day eligible

### **C. Interest Crediting Rate**

**27.** Applicable annual Interest Crediting Rate:

**28.** If the Applicable Interest Crediting Rate entered in **C.27** is a variable rate, enter the stability period for purposes determining the Applicable Interest Crediting Rate:

daily  month  Plan quarter  Plan Year  calendar quarter  calendar year

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

Yes  No

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

first month  second month  third month  fourth month  fifth month

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

two  three  four  five

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

first month  second month  third month  fourth month

### **C. PPA Effective Date**

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

### **C. Offset of Benefit by Other Plan**

**32a.** Benefits are reduced for benefits payable under another defined benefit plan:

Yes  No

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

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

**33a.** The benefit is offset by a benefit in a defined contribution plan:

Yes  No

**33b.** If **C.33a** is "Yes", enter name of defined Contribution Plan and method used to determine offset:

### **C. Rollovers**

**47a.** Rollover Contributions are permitted:

No  Yes - All Eligible Employees  Yes - Only active Participants

**47b.** If **C.47a** is not "No", Rollover Contributions are permitted from:

All permissible plans  Only qualified plans and conduit IRAs

**47c.** If **C.47a** is not "No" and **C.47b** is "All permissible plans", enter the effective date:

### **C. 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:

**48c.** Provide benefit increases resulting from increases in Code Section 415(b) provided by EGTRRA:

Yes  No

**48d.** If **C.48c** is "Yes", increases in EGTRRA 415(b) limits apply to:

Current Participants only  All current and former Participants

**49.** In determining the 100% Compensation Limitation, High Three-Year Average Compensation is computed using:

Plan Year  Calendar Year

**50.** Apply the limitations of Article 5 to the normal form of benefit before conversion to optional form of benefit:

Yes  No

**51.** The Plan uses the special PFEA transition rule specified in Section 5.03(a)(2)(C) for distributions received before January 1, 2005:

Yes  No

**52.** Enter the effective date of application of the mortality table described in Code section 417(e)(3)(B) for purposes of Code section 415:

### **C. Benefit Accrual/Payment Benefit Restrictions**

**55.** Indicate whether the accrual limitations under Code section 436(e) will continue to apply to benefit accruals after such limitations no longer apply to the Plan (Section 5.05(a)(4)):

Yes  No

**56.** If **C.55** is "No", indicate whether the Plan shall provide for the automatic restoration of benefit accruals that had been limited under section 436(e) (Section 5.05):

Yes  No

**57.** 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 (Section 5.05):

Yes  No

**58.** Separate elections are permitted with respect to the restricted and unrestricted portions of the optional form of benefit: (Section 5.05(d)(5)):

Yes  No

**59a.** Indicate whether the Plan offers optional forms of benefit that are solely available during the periods in which Section 5.05(d)(1)-(3) apply:

Yes  No

**59b.** If **C.59a** is "Yes", describe the optional forms of benefit that are available during the restriction periods:

### **C. Benefit Accruals During Military Service on Account of Death or Disability**

**60a.** For benefit accrual purposes, a Participant that dies or becomes Disabled while performing qualified military service will be treated as if he had been employed by the Company on the day preceding death or

Disability:

Yes  No

**60b.** If **C.60a** is "Yes", enter the effective date (must be on or after January 1, 2007):

**D. VESTING**

**D. Vesting Service Computation Rules:**

- 1.** Vesting service computation method:  
 Hours of Service  Elapsed Time
- 2.** Number of Hours of Service necessary for Year of Vesting Service (1000 maximum without commas):
- 3a.** Select equivalency for vesting purposes:  
 None  10 hours per day  45 hours per week  95 hours per semi-monthly payroll period  190 hours per month
- 3b.** If **D.3a** is not "None", the equivalency shall apply to:  
 All Employees  Only Employees not paid on a per-hour basis
- 4.** Vesting Computation Period:  
 Calendar year  Plan Year  Anniversaries of employment date

**D. Other Employer Service**

- 5a.** Count a maximum of five years of 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:

**D. Vesting Exceptions**

- 6.** Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee (Section 6.02):  
 Yes  No
- 7.** Provide for full vesting for a Participant who Terminates employment with the Employer due to Disability while an Employee (Section 6.02):  
 Yes  No

**D. 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 1-Year Break in Service/Period of Severance, exclude Years of Vesting Service until the Employee has completed a Year of Vesting Service after return to employment with the Employer:  
 Yes  No
- 8d.** **Rule of parity.** If an Employee does not have a nonforfeitable right to Employer contributions, exclude Years of Vesting Service earned before a period of 5 consecutive 1-Year Breaks in Service/Periods of Severance:  
 Yes  No

**D. Special Vesting Provisions**

- 9a.** Provide for special vesting provisions:  
 Yes  No
- 9b.** If **D.9a** is "Yes", describe special vesting provisions:

#### D. PPA Vesting Schedule

20. Cash Balance Vesting Schedule  
 100%  3 Year Cliff  2 Year Cliff  Other
- 21a. Other Schedule - less than 1 year (without % sign):
- 21b. Other Schedule - 1 year but less than 2 years (without % sign):
- 21c. Other Schedule - 2 years but less than 3 years (without % sign):

#### D. Prior Vesting Schedule

30. Prior Vesting Schedule:  
 None  100%  3-7 Year Graded  2-6 Year Graded  1-5 Year Graded  1-4 Year Graded  5 Year Cliff  3 Year Cliff  2 Year Cliff  Other
- 31a. Other Schedule - less than 1 year (without % sign):
- 31b. Other Schedule - 1 year but less than 2 years (without % sign):
- 31c. Other Schedule - 2 years but less than 3 years (without % sign):
- 31d. Other Schedule - 3 years but less than 4 years (without % sign):
- 31e. Other Schedule - 4 years but less than 5 years (without % sign):
- 31f. Other Schedule - 5 years but less than 6 years (without % sign):
- 31g. Other Schedule - 6 years but less than 7 years (without % sign):
32. If **D.30** is not "None", the prior vesting schedule shall apply to Participants as follows:

#### D. Other

- 33a. Plan has a vesting schedule other than the schedules described above:  
 Yes  No
- 33b. If **D.33a** is "Yes", describe the other schedule:
- 33c. If **D.33a** is "Yes", describe the Participants to which the other schedule applies:

#### E. DISTRIBUTIONS

##### E. Normal Retirement

- 1a. Requirement for Normal Retirement Age:  
 Age only  Later of attainment of Age or Plan Participation
- 1b. Age component of Normal Retirement Age (not to exceed 65):  
 50  51  52  53  54  55  56  57  58  59  59-1/2  60  61  62  63  64  65
- 1c. If **E.1a** is "Age and Plan Participation", anniversary of participation for Normal Retirement Age:  
 fifth  fourth  third  second  first
- 1d. It is necessary to amend the Plan to revise the definition of Normal Retirement Age:  
 Yes  No
- 1e. If **E.1d** is "Yes", describe the Plan provisions that will prevent the Plan from violating the Code and ERISA:
- 1f. If **E.1d** is "Yes", enter the effective date of the new Normal Retirement Age:
- 2a. Normal Retirement Date:  
 First day of calendar month coincident or next following NRA  First day of calendar month nearest NRA  Anniversary date nearest NRA
- 2b. If **E.2a** is "Anniversary date nearest NRA", enter anniversary date:
- 3a. Indicate when benefit payments commence with respect to a Participant who is employed beyond Normal Retirement:  
 Commence at Normal Retirement  Commence at Termination - greater of AA or BA
- 3b. If **E.3a** is not "Normal Retirement", 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

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

- 4a.** Normal form of benefit:  
 Single life annuity  Single life annuity with term certain  Qualified Joint and Survivor Annuity
- 4b.** If **E.4a** is "Single life annuity with term certain", enter term:
- 4c.** Percentage of survivor portion of Qualified Joint and Survivor Annuity (50-100 without % sign):
- 5a.i.** Offer a single life annuity:  
 Yes  No
- 5a.ii.** Offer lump sum distribution:  
 Yes  No
- 5a.iii.** Offer joint and 50%, 66-2/3%, 75% or 100% survivor annuity:  
 Yes  No
- 5a.iii.** If joint survivor annuity is permitted, the survivor may convert the survivor annuity to a lump sum upon the death of the Participant:  
 Yes  No
- 5a.iv.** Offer a life annuity with term certain:  
 Yes  No
- 5a.v.** Offer term certain only:  
 Yes  No
- 5a.vi.** Offer Social Security Level Income:  
 Yes  No
- 5a.vii.** Offer other optional form of benefit:  
 Yes  No
- 5a.viii.** If **E.5.vii** (Other) is "Yes", describe other optional form of benefit:
- 5b.i.** Permit Participant to modify benefit forms after commencement in accordance with Treas. Reg. 1.401(a)(9)-6, Q&A-13:  
 Yes - Without limitation  Yes - With limitation  No
- 5b.ii.** If **E.5b.i** is "Yes - With limitations", describe limitations:

## E. Term Certain

- 6a.i.** If **E.5a.iv** or **E.5a.v** (term certain) is "Yes", describe limitations on term certain periods:  
 None  With limitations
- 6a.ii.** If **E.5a.iv** or **E.5a.v** (term certain) is "Yes", and **E.6b.i** is "With limitations", describe limitations on term certain periods:
- 6b.i.** If **E.5a.iv** or **E.5a.v** (term certain) is "Yes", indicate whether a Participant may elect an increasing annuity pursuant to Treas. Reg. 1.401(a)(9)-6, Q&A-14(a)(1):  
 Yes  No
- 6b.ii.** If **E.5a.iv** or **E.5a.v** (term certain) is "Yes", and **E.6c.i** is Yes, indicate the index to use:

## E. Lump Sums

- 7a.** If **E.5a.ii** (lump sum) is selected, select amount of benefit available for lump sum:  
 Entire benefit  Limited benefit
- 7b.** If **E.5a.ii** (lump sum) is selected and **E.7a** is "Limited benefit", 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

#### E. 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

#### E. Early Retirement

9. Plan provides an Early Retirement Benefit under the optional forms described in **E.4-E.8**:  
 Yes  No
- 10a. Requirement for Early Retirement:  
 Age only  Later of Age and Credited Service  Earlier of Age and Credited Service  Sum of Age and Credited Service
- 10b. Age component of Early Retirement Age (not to exceed 65):
- 10c. If **E.10a** is not "Age only", enter number of years of participation (or sum of age and YOS):
- 10d. If **E.10a** is not "Age only", use Years of Eligibility Service in lieu of years of participation:  
 Yes  No
- 11a. Early Retirement Date means:  
 First day of calendar month coincident or next following ERA  First day of calendar month nearest ERA  Anniversary date nearest ERA
- 11b. If **E.11a** is "Anniversary date nearest ERA", enter 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:  
 Reduced in one step  Reduced in one step - actuarially reduced thereafter  Reduced in two steps  Reduced in two steps - actuarially reduced thereafter  Actuarial equivalent of Normal Retirement Benefit
- 12b.i. If **E.12a** is not "Actuarial equivalent of Normal Retirement Benefit", enter the annual reduction in first steps:
- 12b.ii. If **E.12a** is not "Actuarial equivalent of Normal Retirement Benefit", enter the number of years the first steps apply:
- 12c.i. If **E.12a** is "two steps", enter the annual reduction in second steps:
- 12c.ii. If **E.12a** is "two steps", enter the number of years the second steps apply:
- 12d. If **E.9** is "Yes", provide for 100% vesting upon the attainment of Early Retirement Age while an Employee:  
 Yes  No

#### E. Disability Retirement

- 13a. Amount of Disability Benefit:  
 None  No benefit commencement - Continue benefit accrual  Temporary benefit equal to a percentage of Normal Retirement Benefit  Other Disability Benefit
- 13b. If **E.13a** is "Temporary benefit equal to a percentage of Normal Retirement Benefit", enter percentage (without % sign):
- 13c. If **E.13a** is "Other Disability Benefit", enter amount of Disability benefit:
- 14a. If **E.13a** is "Temporary benefit equal to a percentage of Normal Retirement Benefit" or "Other Disability Benefit", enter definition of Disability Retirement Date:  
 First of subsequent calendar month  Other
- 14b. If **E.14a** is "First of subsequent calendar month", enter the elimination period:  
 None  first  second  third  fourth  fifth  sixth  ninth
15. If **E.14a** is "Other", enter Disability Retirement Date and elimination period:

#### E. Other Vested Termination Benefits

16. Offer a lump sum to a vested, Terminated Participant before Early/Normal Retirement:  
 No  Yes - with limitation  Yes - without limitation

- 17a.** If **E.16** is not "No", enter date paid:  
 Upon Termination of Employment  Designated number of months following Termination   
 After a break in service  Anniversary date following Termination
- 17b.** If **E.17a** is "Designated number of months following Termination", enter number of months:
- 17c.** If **E.17a** is "Anniversary date following Termination", enter date (first, second, etc.):
- 18.** If **E.16** is "Yes - with limitation", enter maximum amount of lump sum:
- 19.** If **E.16** is not "No", permit in-kind distributions:  
 Yes  No

#### **E. Death Benefits**

- 20.** Amount of death benefit:  
 QPSA  Accrued Benefit  Percentage of Accrued Benefit  Multiple of monthly benefit
- 21.** If **E.20** is not "QPSA only", limit beneficiary to Participant's spouse:  
 Yes  No
- 22.** If **E.20** is "Percentage of Accrued Benefit" or "Multiple of monthly benefit", enter percentage (without % sign) or multiple:
- 23a.i.** Offer Beneficiary lump sum distribution:  
 Yes  No
- 23a.ii.** Offer Beneficiary lump sum distribution - with limitation:  
 Yes  No
- 23a.iii.** Offer Beneficiary a life annuity with term certain:  
 Yes  No
- 23b.i.** If **E.23a.iii** (term certain) is selected, describe limitations on term certain periods:  
 None  With limitations
- 23b.ii.** If **E.23a.iii** (term certain) is selected and **E.23b.i** is "With limitations", describe limitations:
- 23c.i.** 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  No
- 23c.ii.** If **E.23a.iii** (term certain) is selected and **E.23c.i** is "Yes", enter the index:
- 23d.** If **E.23a.ii** (Lump sum with limitation) is "Yes, enter maximum amount of lump sum (enter \$ sign if applicable):
- 23e.** If **E.23a.i** (Lump sum) is "Yes", a Participant Beneficiary may choose a partial lump sum in addition to an annuity:  
 Yes  No

#### **E. Cash Out**

- 28a.** Involuntary cash-out amount for purposes of Section 7.03 (not more than 5000 without dollar sign or commas):
- 28b.** Involuntary cash-out amount for purposes of Section 7.04 (J&S) (not more than 5000 without dollar sign or commas):
- 29a.** It is necessary to provide an effective date for the cash out amount specified in **E.28**:  
 Yes  No
- 29b.** If **E.29a** is "Yes", enter the effective date of the change in the cash-out amount in **E.28a**:
- 29c.** If **E.29a** is "Yes", enter the effective date of the change in the cash-out amount in **E.28b**:
- 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:  
 Yes  No
- 29e.** If **E.29d** is "Yes", the election shall apply with respect to distributions made on or after:

#### **E. 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:

**E. Required Beginning Date**

**32.** Required Beginning Date for a Participant other than a More Than 5% Owner:  
 Later of age 70-1/2 or retirement  Age 70-1/2  Election of later of age 70-1/2 or retirement

**E. 401(a)(9) Regulations**

- 33a.i.** Effective date of adoption of final and temporary section 1.401(a)(9)-6 regulations (Section 7.14):  
 2002  2003  2004  2005  2006
- 33a.ii.** If **E.33a** is "2002", enter effective date of adoption of final and temporary section 1.401(a)(9)-6 regulations in 2002:
- 33b.i.a.** If '2002' is not selected, the requirements of F-3 and F-3A of Treas. Reg. section 1.401(a)(9)-1 apply:  
 Yes  No
- 33b.i.b.** If **E.33b.i.a** is "Yes", enter year(s) for which the rules applied to distributions:
- 33b.ii.a.** If '2002' is not selected, the requirements of A-1 of section 1.401(a)(9)-6 of the 2001 proposed regulations apply:  
 Yes  No
- 33b.ii.b.** If **E.33b.ii.a** is "Yes", enter year(s) for which the rules applied to distributions:
- 33b.iii.a.** If '2002' is not selected, the requirements of Treas. Reg. section 1.401(a)(9)-6T apply:  
 Yes  No
- 33b.iii.b.** If **E.33b.iii.a** is "Yes", enter year(s) for which the rules applied to distributions:
- 33b.iv.a.** If '2002' is not selected, a reasonable and good faith interpretation of the requirements of Code section 401(a)(9) applies:  
 Yes  No
- 33b.iv.b.** If **E.33b.iv.a** is "Yes", enter year(s) for which the rules applied to distributions:
- 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 WITHDRAWAL/LOANS**

**F. Other Withdrawals**

- 1.** In-service withdrawals allowed from a Participant Segregated Accounts at any time:  
 Yes  No
- 2a.** the Plan permits a distribution to be made to a Participant who has attained age 62 and who has not separated from employment:  
 Yes - under any distribution option  Yes - limited distribution options  No
- 2b.** If **F.2a** is "Yes - limited distribution options", describe the limitations:
- 2c.** If **F.2a** is not "No", the effective date shall be the first day of the first Plan Year beginning on or after:

**F. Loans**

- 10.** Loans are permitted (Section 8.02) (If "No", questions regarding loans are disregarded. Skip to **G**):  
 Yes  No
- 11.** Require showing of financial hardship or unusual or special situation to receive loan:  
 Yes  No
- 12.** Permit loans in excess of 1/2 of present value of vested accrued benefit up to \$10,000 with adequate security:  
 Yes  No
- 13.** Allow extended loan amortization for purchase of principal residence:  
 Yes  No

14. Minimum loan amount:  
 None  \$100  \$200  \$250  \$300  \$400  \$500  \$600  \$700  \$750  \$800  \$900  \$1,000
15. Maximum number of loans outstanding:  
 1  2  3  4  5
16. Limit the amount of the loan to the balance in the Participant's Segregated Account (if any):  
 Yes  No

**G. PLAN OPERATIONS**

**G. 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:  
 None  All Participants  Participants with an attained age  Participants with attained service  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** "None" is not selected, indicate whether the amount of life insurance proceeds are offset by any death benefits payable under Section **E**  
 No  Only to prevent excess benefits  Yes
- 2e. If **G.2a** "None" is not selected, enter maximum amount of coverage:  
 Multiple of monthly benefit  Incidental reserve  Greater of multiple monthly benefit incidental reserve

**G. Participant Self Direction**

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

**G. Valuation Date**

- 7a. If the Plan has Segregated Accounts, enter the Valuation Date of such accounts:  
 Last day of Plan Year  Last day of Plan quarter  Last day of each month  Each business day  Other
- 7b. If **G.7a** is "Other", enter Valuation Date:

**G. Plan Administration**

- 10a. Designation of Plan Administrator (Section 12.01):  
 Plan Sponsor  Committee appointed by Plan Sponsor  Other
- 10b. If **G.10a** is "Other", Name of Plan Administrator:
11. Establishment of procedures for the Plan Administrator and the Investment Fiduciary (Sections 12.01(c) and 12.02(c)):  
 Plan fiduciary adopts own procedures  Board sets procedures
- 12a. Type of indemnification for the Plan Administrator and Investment Fiduciary:  
 None  Standard  Custom
- 12b. If **G.12a** is "Custom", enter indemnification for the Plan Administrator and Investment Fiduciary:

**G. Termination**

- 13a. Disposition of excess assets on Plan Termination:  
 Revert to Company - without effective date  Revert to Company - with effective date

Reallocate to Participants

**13b.** If **G.13a** is "Revert to Company - with effective date", enter effective date:

### **G. Qualified Domestic Relations Orders**

**14a.** Benefits payable to Alternate Payee before earliest retirement date:

None  Lump sum of any amount at any time  Limited lump sum at any time

**14b.** If **G.14a** is "Limited lump sum at any time", enter maximum amount of lump sum distribution (without \$ sign):

### **G. Trust**

**20.** Trust Agreement is contained in a document separate from the Basic Plan Document.

No  Yes

**21.** Trustee Type

Corporate  Individual

**22.** If **G.21** is "Corporate", enter Trustee address:

**23.** Number of Trustee signature lines:

1  2  3  4  5

**23a.** Name of first Trustee or Corporate Trustee:

**23b.** Name of second Trustee:

**23c.** Name of third Trustee:

**23d.** Name of fourth Trustee:

**23e.** Name of fifth Trustee:

**24a.** If **G.20** is "No", type of Trustee Indemnification:

Standard  Custom

**24b.** If **G.24a** is "Custom", enter indemnification for the Trustee:

**25.** If **G.20** is "No", 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**

#### **H. Top Heavy Plans**

**1a.** Plan to which Top-Heavy accruals are made:

This Plan  Pursuant to the terms of another plan  Partially in this Plan

**1b.** If **H.1a** is "Partially in this Plan", describe how the Top Heavy minimum accruals will be made:

**2.** If **H.1** is "another plan", name of other Plan to which Top-Heavy accruals are made:

**3.** If **H.1** is "This Plan", 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

#### **H. Top Heavy Accruals**

**4.** If **H.1** is "This Plan", Participants who share in Top-Heavy minimum accruals:

Non-Key only  All Participants

#### **H. Top Heavy Vesting**

**5.** Top-Heavy vesting schedule:

100%  3 Year Cliff  Other

**6a.** Other Top-Heavy Schedule - less than 1 year (without % sign):

- 6b. Other Top-Heavy Schedule - 1 year but less than 2 years (without % sign):
- 6c. Other Top-Heavy Schedule - 2 years but less than 3 years (without % sign):

**I. CUSTOM LANGUAGE APPENDICES**

**I. Custom Language**

- 1. Enter custom language that is to be added as an Addendum to the Adoption Agreement.

**I. Custom Effective Date**

- 2. Enter custom effective date(s) that are to be added as an Addendum to the Adoption Agreement.

**J. ADMINISTRATIVE ELECTIONS**

**J. Mandatory Cash Out**

- 1a. If E.28a is greater than \$1,000, enter the name of the IRA provider for mandatory rollovers:
- 1b. If E.28a is greater than \$1,000, describe how fees and expenses of the IRA will be allocated:

**J. PBGC Coverage**

- 5. The Plan is covered by PBGC insurance:  
 Yes  No

**J. SPD Addendum for Unit Credit Groups**

- 10. If C.24 is "Groups", format SPD so that each group has its own addendum to the SPD:  
 Yes  No

**J. Joinder Agreement**

- 15. For purposes of generating a Joinder Agreement, enter the names of all employers who have adopted the plan other than the lead plan sponsor separated by a semicolon:

**J. Employee ID**

- 20. Indicate the employee identification method that is used on all forms:  
 Employee ID  Social Sec Number  None

**J. Plan Expenses (SPD)**

- 70a. Indicate whether the Plan will charge Participants for various plan expenses:  
 Yes  No
- 70b. If J.70a is "Yes" Indicate whether the plan expenses information should appear in the body of the Summary Plan Description (SPD) or as an addendum to the SPD:  
 SPD body  Addendum
- 71a. If J.70a is 'Yes', indicate whether/which Participants will be charged with the expenses of receiving a distribution after termination of employment:  
 None  all Participants  terminated Participants only  active Participants only
- 71b. If J.71a is not 'None', describe the expenses:
- 72a. If J.70a is 'Yes', indicate whether/which Participants will be charged with the expenses of determining

required minimum distributions:

- None  all Participants  terminated Participants only  active Participants only
- 72b.** If **J.72a** is not 'None', describe the expenses:
- 74a.** If **J.70a** is 'Yes', indicate whether/which Participants will be charged with the expenses of receiving an inservice withdrawal:  
 None  all Participants  terminated Participants only  active Participants only
- 74b.** If **J.74a** is not 'None', describe the expenses:
- 75a.** If **J.70a** is 'Yes', indicate whether/which Participants will be charged with the expenses of processing a QDRO:  
 None  all Participants  terminated Participants only  active Participants only
- 75b.** If **J.75a** is not 'None', describe the expenses:
- 76a.** If **J.70a** is 'Yes', indicate whether/which Participants will be charged with the expenses of operating the Plan:  
 None  all Participants  terminated Participants only  active Participants only
- 76b.** If **J.76a** is not 'None', describe the expenses:
- 77a.** If **J.70a** is 'Yes', indicate whether/which Participants will be charged with the expenses of establishing a brokerage account:  
 None  all Participants  terminated Participants only  active Participants only
- 77b.** If **J.77a** is not 'None', describe the expenses:
- 78a.** If **J.70a** is 'Yes', indicate whether/which Participants will be charged with expenses other than those described above:  
 None  all Participants  terminated Participants only  active Participants only
- 78b.** If **J.78a** is not 'None', describe the services for which participants will be charged:
- 78c.** If **J.78a** is not 'None', describe the expenses:

## J. Loans

- 81.** Indicate whether a Participant may refinance a loan (subject to IRS regs, for use in Loan Procedures Form):  
 Yes  No  Unknown
- 82.** Indicate whether a loan becomes payable in full on termination (Loan Procedures Form and Promissory Note):  
 Yes  No
- 83.** Indicate the extent to which prepayment is permitted (Loan Procedures Form and Promissory Note):  
 None  Prepay in full only  Prepay in full or in part
- 84.** Indicate the interest rate that will apply to plan loans (Loan Procedures Form and Promissory Note):
- 85.** Indicate whether loans will be repaid by payroll deduction (Loan Procedures Form and Loan Request Form):  
 Yes  No
- 86.** Indicate the loan repayment frequency (Loan Procedures Form and Loan Request Form):  
 pay period  month  quarter
- 87a.** Indicate whether the plan imposes a loan processing fee (Loan Procedures Form and SPD):  
 Yes  No
- 87b.** If **J.87a** is "Yes", enter the loan processing fee (Loan Procedures Form and SPD):
- 88a.** Indicate whether the plan imposes an ongoing loan maintenance fee (Loan Procedures Form and SPD):  
 Yes  No
- 88b.** If **J.88a** is "Yes", enter the loan maintenance fee:
- 89a.** Indicate whether a default will occur after a specified number of days or after the maximum cure period allowed by IRS regulation (Loan Procedures Form and Promissory Note):  
 Specified days  Maximum cure period
- 89b.** If **J.89a** is "Specified days", enter the number of specified days:
- 90.** Indicate whether a signature line appears on the loan procedures:  
 Yes  No

## J. SPD Custom Language

- 100.** Enter custom language to appear as an addendum to the Summary Plan Description:

