

**ADOPTION AGREEMENT #003
NON-STANDARDIZED TARGET 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 money purchase 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 and any related Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

COMPANY INFORMATION

1. Name of adopting employer (Plan Sponsor): _____
2. Address _____
3. City: _____ 4. State: _____ 5. Zip: _____
6. Phone number: _____ 7. Fax number: _____
8. Plan Sponsor EIN: _____
9. Plan Sponsor fiscal year end: _____
- 10a. Plan Sponsor entity type:
 - i. C Corporation
 - ii. S Corporation
 - iii. Non Profit Organization
 - iv. Partnership
 - v. Limited Liability Company
 - vi. Limited Liability Partnership
 - vii. Sole Proprietorship
 - viii. Union
 - ix. Government Agency
 - x. Other: _____ (must be a legal entity recognized under the Code)
- 10b. If 10a.viii (Union) is selected, enter name of the representative of the parties who established or maintain the Plan:

11. State of organization of Plan Sponsor: _____
- 12a. The Plan Sponsor is a member of an affiliated service group:
 Yes No
- 12b. If 12a is "Yes", list all members of the group (other than the Plan Sponsor): _____
- 13a. The Plan Sponsor is a member of a controlled group:
 Yes No
- 13b. If 13a is "Yes", list all members of the group (other than the Plan Sponsor): _____

PLAN INFORMATION

A. GENERAL INFORMATION.

1. Plan Number: _____
2. Plan name:
 - a. _____
 - b. _____
3. **Effective Date:**
- 3a. Original effective date of Plan: _____
NOTE: The date specified in A.3a for a new plan may not be earlier than the first day of the Plan Year during which the Plan is adopted by the Plan Sponsor.
- 3b. Is this a restatement of a previously-adopted plan:
 Yes No
- 3c. If A.3b is "Yes", effective date of Plan restatement: _____
NOTE: If A.3b is "No", the Effective Date of the terms of this document shall be the date specified in A.3a, otherwise the date specified in A.3c; provided, however, that when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision. The date specified in A.3c for an amended and restated plan (including the initial EGTRRA restatement) may not be earlier than the first day of the Plan Year during which the amended and restated Plan is adopted by the Plan Sponsor.
- 4a. Plan Year means each 12-consecutive month period ending on _____ (e.g. December 31).
- 4b. The Plan has a short Plan Year:
 Yes No
- 4c. If A.4b is "Yes", the short Plan Year begins _____ and ends _____.
5. **Limitation Year** means:
 - i. Plan Year

- ii. calendar year
- iii. tax year of the Plan Sponsor
- 6a. The Plan is frozen as to eligibility and benefits
 Yes No
- 6b. If A.6a is "Yes", enter the date the Plan was frozen _____.
NOTE: If A.6a is "Yes", no Eligible Employee shall become a Participant, no Participant shall be eligible to further participate in the Plan and no contributions shall accrue as of the date specified in A.6b.

Compensation

- 15a. 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 1.415-2(d)(2)(i) and excluding all of those items listed in Treas. Reg. section 1.415-2(d)(3).
- 15b. For purposes of allocating Pension Contributions, Compensation is determined over the period specified below ending with or within the Plan Year:
 Plan Year calendar year Plan Sponsor Fiscal Year Limitation Year
NOTE: Must be "Plan Year" if A.20 (exclude compensation before entry) is "Yes". If "Plan Year" is not selected, for Employees whose date of hire is less than 12 months before the end of the 12-month period designated, Compensation will be determined over the Plan Year.
- 16a. Include Post Severance Compensation in definition of Compensation:
 Yes No
NOTE: This election will also apply for purposes of Testing Compensation.
- 16b. If A.16a is "Yes", effective date of inclusion of Post Severance Compensation shall be Limitation Years beginning on or after: _____ (must be no earlier than 2005).
- 17a. Determine Compensation 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. This election will also apply for purposes of Testing Compensation.
- 17b. If A.17a is "Yes", effective date of inclusion of Post Year End Compensation shall be Limitation Years beginning on or after: _____ (must be no earlier than 2005).
- 18. 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, 402(e)(3), 402(h), 403(b), 132(f) or 457.
- 19. Include deemed Code section 125 compensation in definition of Compensation:
 Yes No

Compensation Exclusions

- 20. Exclude pay earned before participation in Plan from definition of Compensation:
 Yes No
Unless "No" is checked, Compensation shall include only that compensation which is actually paid to the Participant by the Company during that part of the Plan Year the Participant is eligible to participate in the Plan. Otherwise, Compensation shall include that compensation which is actually paid to the Participant by the Company during the Plan Year.
- 21. 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.
- 22a. Exclude other pay from definition of Compensation for the following Participants:
 - i. None
 - ii. Highly Compensated Employees only
 - iii. All Participants

NOTE: If **A.22a.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) and **A.22a.iii** may not be selected if the Plan uses an integrated formula.

- 22b.** If **A.22a.ii** or **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

- 23.** 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 1.415-2(d)(2)(i) and excluding all of those items listed in Treas. Reg. section 1.415-2(d)(3).
- NOTE:** See **A.16** and **A.17** to determine if Testing Compensation will include Post Severance Compensation and/or be determined using Post Year End Compensation.
- 24.** Include deemed Code section 125 compensation in definition of Testing Compensation:
 Yes No

Highly Compensated Employee

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

Other Definitions

- 27.** 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.
- 28.** Name of state or commonwealth for choice of law (Section 14.05): _____

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: See Section 3.06(a) for rules regarding excluded employees.
 - 5.** **Opt-Out.** An Employee may not irrevocably elect not to participate in the Plan: All prior irrevocable elections shall remain in effect after the date of adoption of the Plan.

Other Employer Service

- 6a.** Count a maximum of five years service with employers other than the Employer for eligibility purposes:
 Yes No
- 6b.** If **B.6a** is "Yes", list other employers for which service applies:

Break in Service

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

Special Participation Date

- 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: _____.

Eligibility Service Computation Rules

NOTE: The responses to **B.9** are used only to the extent that the Plan determines eligibility service by the hour of service method.

- 9a.** Eligibility Computation Period switch to Plan Year:
 Yes No
- 9b.** 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
- 9c.** If **B.9b.i** is not selected, the hours equivalency selected in **B.9b** shall apply to:
- i.** All Employees
 - ii.** Only Employees not paid on a per-hour basis.

Pension Contributions

An Eligible Employee shall be eligible to receive an allocation of Pension Contributions at the time specified in **B.33** upon meeting the requirements of **B.30** through **B.32** (Section 3.03(b)):

- 30.** Minimum age requirement for Pension Contributions: _____ (21 maximum - leave blank or enter "0" if none)
- 31a.** Minimum service requirement for Pension Contributions (Cannot exceed 1 year, unless the Plan provides a nonforfeitable right to 100% of the Participant's Pension Contribution Account balance 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.31c** for hours of service required for a year of service if the Plan does not use the Elapsed Time method in **B.31b**)
 - 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.31a.iii** - **B.31a.v** is selected, the service requirement under **B.31a** 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.31a** shall be determined under the terms and conditions as is specified for determining a Year of Eligibility Service.

NOTE: If **B.31a.iv** is selected, the service requirement under **B.31a** shall be deemed met at the time the specified number of Hours of Service are completed.

31b. Eligibility service computation method for Pension Contributions. (Unless **B.31b.ii** (Elapsed Time) is selected, the Plan will use the Hours of Service method for determining eligibility service for Pension Contributions:

i. Hours of Service

ii. Elapsed Time

31c. If **B.31a.ii** is selected and if **B.31b** is "Hours of Service", enter the number of Hours of Service necessary for Year of Eligibility Service for purposes of Pension Contributions: _____ (Not more than 1,000. If left blank, the Plan will use 1,000 Hours of Service.)

32a. In addition to the foregoing, the Plan provides for additional requirements for eligibility to receive allocations of Pension Contributions:

Yes No

32b. If **B.32a** is "Yes", Describe any other eligibility requirements: _____.

NOTE: See Section 3.06 for rules regarding eligibility requirements.

33a. Frequency of entry dates for Pension Contributions:

i. An Eligible Employee shall become a Participant eligible to receive an allocation of Pension Contributions immediately upon meeting the requirements of **B.30** through **B.32**.

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.33c**.

33b. If **B.33a.i** and **B.33a.vi** (immediate entry/dates specified in **B.33c**) are not selected, an Eligible Employee shall become a Participant eligible to receive an allocation of Pension Contributions on the entry date selected in **B.33a** 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.30** through **B.32** are met.

33c. If **B.33a.vi** (dates specified in **B.33c**) is selected, describe the other entry dates: _____.

NOTE: See Section 3.06(b) for rules regarding entry dates.

C. CONTRIBUTIONS

Pension - Service

NOTE: An Eligible Employee who has met the requirements of **B.30** through **B.33** and who has satisfied the following requirements shall be eligible to receive an allocation of Pension Contributions during the applicable Plan Year.

30. A Participant will be eligible to receive an allocation of Pension Contributions if he or she is employed by the Company on the last day of Plan Year or completes more than _____ (Not more than 500. If left blank, the Plan will use 500) Hours of Service in the applicable Plan Year:

Yes - **C.31** shall not apply

No - Service and last day requirements shall be determined pursuant to **C.31**

31a. If **C.30** is "No", require service for a Participant to receive an allocation of Pension Contributions:

Yes No

31b. If **C.30** is "No" and **C.31a** is "Yes", Hours of Service required in the applicable Plan Year for a Participant to receive an allocation of Pension Contributions: _____ (Not more than 1,000. If left blank, the Plan will use 1,000 Hours of Service.)

31c. If **C.30** is "No", require employment by the Company on the last day of Plan Year for a Participant to receive an allocation of Pension Contributions:

Yes No

- 32a.** If **C.30** is "Yes" or **C.31a** is "Yes", select equivalency for purposes of **C.30/C.31b**:
- 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
- 32b.** If **C.30** is "Yes" or **C.31a** is "Yes", and if **C.32a.i** is not selected, the hours equivalency selected in **C.32a** shall apply to:
- i. All Employees
 - ii. Only Employees not paid on a per-hour basis.
- 33a.** Modify Hour of Service requirement and last day requirement in accordance with **C.33b** for a Participant who Terminates employment with the Employer during the Plan Year due to:
- i. death.
 - ii. Disability.
 - iii. attainment of Normal Retirement Age.
- 33b.** Any Hour of Service requirement and last day requirement shall be modified upon the occurrence of the events described in **C.33a** as follows:
- i. Waive both the Hour of Service requirement and last day requirement in **C.30/C.31**.
 - ii. Waive the Hour of Service requirement in **C.30/C.31** only.
 - iii. Waive last day requirement in **C.30/C.31** only.
- 33c.** Indicate whether any modifications shall be made to the requirements specified in **C.30 - C.33b**:
- Yes No
- 33d.** If **C.33c** is "Yes", indicate the modifications to be made to the requirements specified in **C.30 - C.33b**: _____.
(May not impose an Hour of Service requirement greater than 1,000.)
- 34.** Method to fix Pension Contribution Code section 410(b) ratio percentage coverage failures (Section 4.03(d)):
- i. Do not automatically fix
 - ii. Add just enough Participants to meet the coverage requirements
 - iii. Add all non-excludable Participants

Pension - Formula

- 35.** Pension contribution formula. The Company's Pension Contribution shall be determined as follows:
- i. Flat Benefit.** Each Participant's stated benefit is equal to _____% of Average Annual Compensation (reduced pro rata for the Participant's Years of Projected Participation less than 25) payable annually as a straight life annuity beginning at Normal Retirement Age.
 - ii. Unit Credit - No Step.** Each Participant's stated benefit is equal to _____% of Average Annual Compensation multiplied by the Participant's Years of Projected Participation, up to a maximum of _____ (no less than 25), payable annually as a straight life annuity beginning at Normal Retirement Age.
 - iii. Unit Credit - With Step.** Each Participant's stated benefit will be payable annually as a straight life annuity beginning at Normal Retirement Age, in an amount equal to _____ percent of Average Annual Compensation (R1) per year for the first _____ years of the Participant's Years of Projected Participation (y) and _____ percent (R2) of Average Annual Compensation per year for the next _____ years of the Participant's Years of Projected Participation (such that the total Years of Projected Participation taken into account under R1 and R2 is not less than 33).
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: $\frac{(R1)(44-y)}{33-y}$.
 - iv. Excess Unit Credit.** Subject to the overall permitted disparity limit below, each Participant's stated benefit under the Plan is a straight life annuity commencing at Normal Retirement Age in an amount equal to the sum of (a) and (b) below:
 - (a) _____% (base benefit percentage) times Average Annual Compensation up to the integration level specified in **C.38** for the Plan Year times the Participant's Years of Projected Participation; plus a benefit equal to _____% (excess benefit percentage, not to exceed the base benefit percentage by more than the maximum excess allowance) times Average Annual Compensation in excess of the integration level specified in **C.38** for the Plan Year times the Participant's Years of Projected Participation. The maximum number of Years of Projected Participation taken into account under this paragraph will be _____ (may not be less than 25 and may not exceed 35). However, the number of Years of Projected Participation taken into account in the preceding sentence for any Participant may not exceed the Participant's cumulative permitted disparity limit.

The Participant's cumulative permitted disparity limit is equal to 35 minus: (1) the number of years the Participant benefited or is treated as having benefited under this Plan prior to the Participant's first Year of Projected Participation; and (2) the number of years credited to the Participant for allocation or accrual purposes under one or more qualified plans or simplified employee pension plans (whether or not terminated) ever maintained by the Employer other than years counted in (1) above or counted toward a Participant's Years of Projected Participation. For purposes of determining the Participant's cumulative permitted disparity limit, all years ending in the same calendar year are treated as the same year.

(b) _____% (not to exceed the excess benefit percentage) times Average Annual Compensation for each Year of Projected Participation after the period taken into account under paragraph (a). (If the number of Years of Projected Participation taken into account under paragraph (a) is less than 35 (as modified by the Participant's cumulative permitted disparity limit), then for each Year of Projected Participation after the period taken into account under paragraph (a) up to and including the 35th year of participation (as modified by the Participant's cumulative permitted disparity limit), this percentage will be equal to the excess benefit percentage.) The maximum number of Years of Projected Participation taken into account under this paragraph will be _____.

The maximum excess allowance is equal to the lesser of: (1) the base benefit percentage or (2) the applicable factor determined from Integration Tables I or II under the definition of Applicable Integration Factor below.

Overall permitted disparity limit: Notwithstanding paragraphs (a) and (b) above, for any Plan Year this Plan benefits any Participant who benefits under another qualified plan or simplified employee pension maintained by the Employer that provides for permitted disparity (or imputes permitted disparity), the stated benefit for all Participants under this Plan will be equal to the excess benefit percentage above times the Participant's total Average Annual Compensation times the Participant's Years of Projected Participation under the Plan up to the maximum Years of Projected Participation taken into account in paragraphs (a) and (b).

[] **v. Excess Flat Benefit.** Subject to the overall permitted disparity limit below, each Participant's stated benefit under the Plan is a straight life annuity commencing at Normal Retirement Age in an amount equal to _____% times Average Annual Compensation up to the integration level specified in **C.38** for the Plan Year (base benefit percentage); plus a benefit equal to _____% (excess benefit percentage) (not to exceed the base benefit percentage by more than the maximum excess allowance) times Average Annual Compensation in excess of the integration level specified in **C.38** for the Plan Year.

The maximum excess allowance is equal to the lesser of: (1) the base benefit percentage; or (2) 35 times the applicable factor determined from Integration Tables I or II under the definition of Applicable Integration Factor below.

For a Participant with less than 35 Years of Projected Participation, the base benefit percentage and the excess benefit percentage will be reduced by being multiplied by a fraction, the numerator of which is the Participant's Years of Projected Participation, and the denominator of which is 35.

Cumulative permitted disparity reduction: If the number of the Participant's cumulative permitted disparity years exceeds 35, the excess benefit percentage will be further reduced as provided below. A Participant's cumulative permitted disparity years consists of the sum of: (1) the Participant's Years of Projected Participation (up to 35), (2) the number of years the Participant benefited or is treated as having benefited under this Plan prior to the Participant's first Year of Projected Participation, and (3) the number of years credited to the Participant for allocation or accrual purposes under one or more qualified plans or simplified employee pension plans (whether or not terminated) ever maintained by the Employer (other than years counted in (1) or (2) above). For purposes of determining the Participant's cumulative permitted disparity limit, all years ending in the same calendar year are treated as the same year.

If the cumulative permitted disparity reduction is applicable, the excess benefit percentage will be reduced as follows:

(A) Subtract the Participant's base benefit percentage from the Participant's excess benefit percentage, (after modification in accordance with the paragraph preceding this cumulative permitted disparity reduction).

(B) Multiply the result determined in (A) by a fraction (not less than 0), the numerator of which is 35 minus the sum of the years in (2) and (3) above, and the denominator of which is 35.

(C) The Participant's excess benefit percentage is equal to the sum of the result in (B) and the Participant's base benefit percentage, as otherwise modified.

Overall permitted disparity limit: Notwithstanding the above, for any Plan Year this Plan benefits any Participant who benefits under another qualified plan or simplified employee pension plan maintained by the Employer that provides for permitted disparity (or imputes permitted disparity), the current stated benefit for all Participants under this Plan will be equal to the excess benefit percentage entered into the benefit formula above multiplied by the Participant's total Average Annual Compensation under the Plan (prorated for Years of Projected Participation less than 35).

[] **vi. Offset Unit Credit.** Subject to the overall permitted disparity limit below, each Participant's stated benefit under the Plan is a straight life annuity commencing at Normal Retirement Age in an amount equal to the sum of (a) and (b) below:

(a) _____% (gross benefit percentage) times Average Annual Compensation for the Plan Year times the Participant's Years of Projected Participation offset by _____% (not to exceed the maximum offset allowance) times Final Average Compensation up to the offset level specified in **C.38** times the Participant's total Years of Projected Participation. The maximum number of Years of Projected Participation taken into account under this paragraph will be _____ (may not be less than 25 and may not exceed 35). However, the number of Years of Projected Participation taken into account in the preceding sentence for any Participant may not exceed the Participant's cumulative permitted disparity limit. The Participant's cumulative permitted disparity limit is equal to 35 minus: (1) the number of years the Participant benefited or is treated as having benefited under this Plan prior to the Participant's first Year of Projected Participation, and (2) the number of years credited to the Participant for allocation or accrual purposes under one or more qualified plans or simplified employee pension plans (whether or not terminated) ever maintained by the Employer other than years counted in (1) above or counted toward a Participant's Years of Projected Participation. For purposes of determining the Participant's cumulative permitted disparity limit, all years ending in the same calendar year are treated as the same year.

(b) _____% (not to exceed the gross benefit percentage) times Average Annual Compensation for each Year of Projected Participation after the period set forth in paragraph (a). (If the number of Years of Projected Participation set forth in paragraph (a) is less than 35 (as modified by the Participant's cumulative permitted disparity limit), then for each Year of Projected Participation after the period set forth under paragraph (a) up to and including the 35th Year of Projected Participation (as modified by the Participant's cumulative permitted disparity limit), this percentage will be equal to the gross benefit percentage.) The maximum number of Years of Projected Participation taken into account under this paragraph will be _____.

The maximum offset allowance will not exceed the lesser of: (1) the applicable factor from Integration Tables I or II under the definition of Applicable Integration Factor below, and (2) one-half of the gross benefit percentage, multiplied by a fraction (not to exceed one), the numerator of which is the Participant's Average Annual Compensation, and the denominator of which is the Participant's Final Average Compensation up to the offset level specified in **C.38**.

Overall permitted disparity limit: Notwithstanding the preceding paragraphs (a) and (b), for any Plan Year this Plan benefits any Participant who benefits under another qualified plan or simplified employee pension plan maintained by the Employer that provides for permitted disparity (or imputes permitted disparity), the stated benefit for all Participants under this Plan will be equal to the gross benefit percentage above (without regard to the offset) times the Participant's total Average Annual Compensation times the Participant's Years of Projected Participation under the Plan up to the maximum of Years of Projected Participation taken into account in paragraphs (a) and (b).

[] **vii. Offset Flat Benefit.** Subject to the overall permitted disparity limit below, each Participant's stated benefit under the Plan is a straight life annuity commencing at Normal Retirement Age in an amount equal to _____% times Average Annual Compensation offset by _____% (not to exceed the maximum offset allowance) times Final Average Compensation up to the offset level specified in **C.38**.

The maximum offset allowance will not exceed the lesser of: (1) the applicable factor from Integration Tables I or II under the definition of Applicable Integration Factor below, multiplied by 35, and (2) one-half of the gross benefit percentage, multiplied by a fraction (not to exceed one), the numerator of which is the Participant's Average Annual Compensation, and the denominator of which is the Participant's Final Average Compensation up to the offset level specified in **C.38**.

For a Participant with less than 35 Years of Projected Participation, both the gross benefit percentage and the offset percentage will be reduced by being multiplied by a fraction, the numerator of which is the number of the Participant's Years of Projected Participation, and the denominator of which is 35.

Cumulative permitted disparity reduction: If the number of the Participant's cumulative permitted disparity years exceeds 35, the gross benefit percentage and the offset will be further reduced as provided below. A Participant's cumulative permitted disparity years consists of the sum of: (1) the Participant's Years of Projected Participation (up to 35), (2) the number of years the Participant benefited or is treated as having benefited under this Plan prior to the Participant's first Year of Projected Participation, and (3) the number of years credited to the Participant for allocation or accrual purposes under one or more qualified plans or simplified employee pension plans (whether or not terminated) ever maintained by the Employer (other than years counted in (1) or (2) above. For purposes of determining the Participant's cumulative permitted disparity limit, all years ending in the same calendar year are treated as the same year.

If the cumulative permitted disparity reduction is applicable, the gross benefit percentage and the offset will be reduced as follows:

(A) The offset will be reduced by multiplying it by a fraction (not less than 0), the numerator of which is 35 minus the sum of the years in (2) and (3) above, and the denominator of which is 35.

(B) The gross benefit percentage will be reduced by the number of percentage points by which the offset was reduced in (A) above.

Overall permitted disparity limit: Notwithstanding the above, for any Plan Year this Plan benefits any Participant who benefits under another qualified plan or simplified employee pension plan maintained by the Employer that provides for permitted disparity (or imputes permitted disparity), the stated benefit for all Participants under this Plan will be equal to the gross benefit percentage entered in the benefit formula above (without regard to the offset) multiplied by the Participant's total Average Annual Compensation under the Plan (prorated for Years of Projected Participation less than 35).

Miscellaneous

- 36a. Average Annual Compensation** means:
- i. **Specified Years.** The average of a Participant's annual Compensation over the consecutive Plan Year period specified in **C.36b** which occurs in the Plan Years specified in **C.36c** that produces the highest average. If the Participant has less than the number of years of participation specified in **C.36b**, Compensation is averaged over the Participant's total period of Participation.
 - ii. **All Plan Years.** The average of a Participant's annual Compensation for all Plan Years of participation in the Plan.
- 36b.** If **C.36a.i** (Specified Years) is selected, enter the number of consecutive years to be averaged in computing Average Annual Compensation: _____ (minimum of three)
- 36c.** If **C.36a.i** (Specified Years) is selected, the consecutive year period specified in **C.36b** will occur entirely within the following period:
- i. All Plan Years of Plan participation
 - ii. The final _____ Plan Years of Plan participation (Must be greater than or equal to **C.36b**)
- 37. Interest Rate.** For purposes of determining the annual Company contribution necessary to fund the stated benefit, the interest rate will be:
- 7.50%**
 8.00%
 8.50%

NOTE: A Plan Sponsor who wishes to provide interest rates in addition to those above in determining the annual Company contribution necessary to fund Participants' stated benefits for Plan Years beginning before January 1, 1994, may do so in an Addendum to the Adoption Agreement if the Plan: 1) limits their use to Plan Years beginning before 1994; and 2) provides that the additional interest rates are no less than 5% and no greater than 6%, as required by section 3.03 of Revenue Ruling 76-464, 1976-2 C.B. 115.

Pension - Integration

- 38a.** If **C.35.iv** through **C.35.vii** is selected (integrated contribution formula), the integration level or offset 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).
- 38b.** 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).
- 38c.** 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

Determination of Value of Stated Benefit

For each Plan Year the Company will contribute for each eligible Participant who has met the requirements of **B.30** through **B.33** and **C.30** through **C.34**, the annual Company contribution calculated below. The annual Company contribution necessary to fund the stated benefit with respect to a Participant will be determined each Plan Year as follows:

Step 1: If the Participant has not yet reached Normal Retirement Age, calculate the present value of the stated benefit by multiplying the stated benefit by the factor that is the product of: (i) the applicable factor in Table I (if attained (current) age is less than 65) or Table IA (if attained age is greater than or equal to 65), multiplied by (ii) the applicable factor in Table III. If the Participant is at or beyond Normal Retirement Age, calculate the present value of the stated benefit by multiplying the stated benefit by the factor in Table IV corresponding to that Normal Retirement Age. **NOTE:** If the Plan provides options for Normal Retirement Ages other than those for which factors are provided in Tables III and IV, the Plan must contain the appropriate factors in an Addendum to the Adoption Agreement.

Step 2: Calculate the excess, if any, of the amount determined in **Step 1** over the theoretical reserve.

Step 3: Amortize the result in **Step 2** by multiplying it by the applicable factor from Table II. For the Plan Year in which the Participant attains Normal Retirement Age and for any subsequent Plan Year, the applicable factor is 1.0.

For purposes of this section, the theoretical reserve is determined according to (i) and (ii) below:

(i) Initial theoretical reserve. A Participant's theoretical reserve as of the last day of the Participant's first Year of Projected Participation (year 1) is zero. However, if this Plan is a prior safe harbor plan with a stated benefit formula that takes into account Plan Years prior to the first Plan Year that this Plan satisfies the safe harbor in Treas. Reg. section 1.401(a)(4)-8(b)(3)(c), the initial theoretical reserve is determined as follows:

(A) Calculate as of the last day of the Plan Year immediately preceding year 1 the present value of the stated benefit, using the actuarial assumptions, the provisions of the Plan, and the Participant's compensation as of such date. For a Participant who is beyond Normal Retirement Age during year 1, the stated benefit will be determined using the actuarial assumptions, the provisions of the Plan, and the Participant's compensation as of such date, except that the straight life annuity factor used in that determination will be the factor applicable for the Participant's Normal Retirement Age.

(B) Calculate as of the last day of the Plan Year immediately preceding year 1 the present value of future Company contributions, i.e., the contributions due each Plan Year using the actuarial assumptions, the provisions of the Plan, (disregarding those provisions of the Plan providing for the limitations of Code section 415 or the minimum contributions under Code section 416), and the Participant's compensation as of such date, beginning with year 1 through the end of the Plan Year in which the Participant attains Normal Retirement Age.

(C) Subtract the amount determined in (B) from the amount determined in (A).

(ii) Accumulate the initial theoretical reserve determined in (i) and the Company contribution (as limited by Code section 415, but without regard to any required minimum contributions under Code section 416) for each Plan Year beginning in year 1 up through the last day of the current Plan Year (excluding contribution(s) (if any) for the current Plan Year) using the Plan's interest assumption in effect for each such year. In any Plan Year following the Plan Year in which the Participant attains Normal Retirement Age, the accumulation is calculated assuming an interest rate of 0%.

For purposes of determining the level of annual Company contribution necessary to fund the stated benefit, the calculations in (i) and (ii) above will be made as of the last day of each Plan Year, on the basis of the Participant's age on the Participant's last birthday, using the interest rate in effect on the last day of the prior Plan Year.

Definitions

Applicable Integration Factor. The Applicable Integration Factor is the factor derived from the applicable table(s) below based on the Normal Retirement Age under the Plan. If the Plan Sponsor elects as an integration level (or offset level) **C.38a.iv** or **C.38a.v**, Integration Table II will apply. Otherwise, Integration Table I will apply.

Normal Retirement Age	Integration Table I	Integration Table II
65	0.5200	0.4160
64	0.4856	0.3884
63	0.4504	0.3603
62	0.4160	0.3328
61	0.3816	0.3052
60	0.3464	0.2771
59	0.3296	0.2636
58	0.3120	0.2496
57	0.2944	0.2355
56	0.2776	0.2220
55	0.2600	0.2080

Covered Compensation. A Participant's Covered Compensation for a Plan Year is the average (without indexing) of the Taxable Wage Bases in effect for each calendar year during the 35-year period ending with the last day of the calendar year in which the Participant attains (or will attain) social security retirement age. In determining a Participant's Covered Compensation for a Plan Year, the Taxable Wage Base in effect for the current Plan Year and any subsequent Plan Year will be assumed to be the same as the Taxable Wage Base in effect as of the beginning of the Plan Year for which the determination is being made. Covered Compensation will be determined based on the year designated in **C.38b**.

A Participant's Covered Compensation for a Plan Year before the 35-year period ending with the last day of the calendar year in which the Participant attains social security retirement age is the Taxable Wage Base in effect as of the beginning of the Plan Year. A Participant's Covered Compensation for a Plan Year after such 35-year period is the Participant's Covered Compensation for the Plan Year during which the 35-year period ends.

Final Average Compensation. A Participant's Final Average Compensation is the average of the Participant's annual Compensation from the Employer for the three-consecutive year period ending with or within the Plan Year. If a Participant's entire period of employment with the Employer is less than three consecutive years, compensation is averaged on an annual basis over the Participant's entire period of employment. Compensation for any year in excess of the Taxable Wage Base in effect at the beginning of such year will not be taken into account. See **C.38c**.

Taxable Wage Base. Taxable Wage Base is the contribution and benefit base in effect under section 230 of the Social Security Act at the beginning of the Plan Year.

Years of Projected Participation. For purposes of determining a Participant's stated benefit, a Participant's Years of Projected Participation under the Plan is the sum of (1) and (2), where (1) is the number of years during which the Participant benefited under this Plan beginning with the latest of: (a) the first Plan Year in which the Participant benefited under the Plan, (b) the first Plan Year taken into account in the stated benefit formula, and (c) any Plan Year immediately following a Plan Year in which the Plan did not satisfy the safe harbor for target benefit plans in Treas. Reg. section 1.401(a)(4)-8(b)(3), and ending with the last day of the current Plan Year, and (2) is the number of years,

if any, subsequent to the current Plan Year through the end of the Plan Year in which the Participant attains Normal Retirement Age.

For purposes of this definition of Years of Projected Participation, if this Plan is a prior safe harbor plan, the Plan is deemed to satisfy the safe harbor for target benefit plans in Treas. Reg. section 1.401(a)(4)-8(b)(3) and a Participant is treated as benefiting under the Plan in any Plan Year beginning prior to January 1, 1994.

A prior safe harbor plan is a plan that (1) was adopted and in effect on September 19, 1991, (2) which on that date contained a stated benefit formula that took into account service prior to that date, and (3) satisfied the applicable nondiscrimination requirements for target benefit plans for those prior years. For purposes of determining whether a plan satisfies the applicable nondiscrimination requirements for target benefit plans for Plan Years beginning before January 1, 1994, no amendments after September 19, 1991, other than amendments necessary to satisfy Code section 401(1), will be taken into account.

Pension - Disability

- 39a.** Allocate Pension Contributions to Disabled Participants (Section 4.03(e)):
 Yes No
- 39b.** If **C.39a** is "Yes", select the anniversary of Disability when allocations end (Allocations to a Disabled Participant end as of the earliest of: (i) the last day of the Plan Year in which occurs the anniversary of the start of the Participant's Disability specified in this **C.39b**, or (ii) such other time specified in Section 4.03(e).):
 first second third fourth fifth sixth seventh eighth ninth tenth

Rollovers

- 50.** Rollover Contributions are permitted (Section 4.05):
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
- 51a.** If **C.50** is not "No", Rollover Contributions are permitted from:
i. All qualified plans and tax favored vehicles allowed under Code section 402 (Section 4.05(b))
ii. Only qualified plans under Code section 401(a) and conduit IRAs
- 51b.** If **C.50** is not "No" and **C.51a.i** is selected, enter the effective date: _____ (must be after December 31, 2001)

Deemed IRAs

- 61a.** The Plan may accept voluntary contributions to deemed IRAs (Section 4.11):
 Yes No
- 61b.** If **C.61a** is "Yes", enter effective date: _____
NOTE: If **C.61a** is "Yes", see Section 4.11 for rules regarding deemed IRAs.

415 Corrections

- 70.** Corrections to Code section 415 violations made first to another plan (Section 5.05):
 Yes No
NOTE: If **C.70** is "No", corrections shall be made first in this Plan.
- 71.** Method of correction of Employer contributions for section 415 violations:
i. Reduce Company contributions in accordance with Section 5.05(e)(1)
ii. Reallocate to other Participants in accordance with Section 5.05(e)(2)
- 72.** If **C.70** is "Yes", name of plan in which 415 corrections will be first made: _____

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.
- 4a. 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.
 - iv. Other
- 4b. If **D.4a.iv** (Other) is selected, describe the Vesting Computation Period: _____.
- NOTE:** Must be a twelve-consecutive month period.

Other Employer Service

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

Vesting Exceptions

6. Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee (Section 6.02):
 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

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.
 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

20. Pension Contribution Account Vesting Schedule:

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

NOTE: If **D.20** is "Other", then 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 schedules 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: _____.

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 anniversary of Plan participation specified in **E.1c**.
1b. Age component of Normal Retirement Age (not to exceed 65): _____
1c. If **E.1a.ii** is selected, anniversary of participation for Normal Retirement Age:
 fifth fourth third second first
1d. Allow in-service distributions after attainment of Normal Retirement Age (Section 7.01(b)):
 Yes No
1e. If **E.1d** is "Yes", describe the Accounts from which in-service distributions may be made: _____

Early Retirement

- 2a.** Early Retirement Age means:
i. None. The Plan does not have an early retirement feature.
ii. Attainment of the age specified in **E.2b**.
iii. Later of attainment of the age specified in **E.2b** and the anniversary of Plan participation specified in **E.2c**.
2b. If **E.2a.i** is not selected, age component of Early Retirement Age (not to exceed 65): _____
2c. If **E.2a.iii** is selected, anniversary of participation for Early Retirement Age: _____
2d. If **E.2a.i** is not selected, provide for 100% vesting upon the attainment of Early Retirement Age while an Employee (Section 6.02):
 Yes No

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

- 3a.** Distributions after Termination of Employment for reasons other than death shall commence (Section 7.02):
i. **Immediate.** As soon as administratively feasible with a final payment made consisting of any allocations occurring after such Termination of Employment.
ii. **End of Plan Year.** As soon as administratively feasible after all contributions have been allocated relating to the Plan Year in which the Participant's Account balance becomes distributable.
iii. **Normal Retirement Age.** When the Participant attains Normal Retirement Age.
iv. **Other.**
3b. If **E.3a.iv** (Other) is selected, enter time when distributions after Termination of Employment commence: _____
NOTE: Any entry must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.
4a. Medium of distribution from the Plan:
i. Cash only
ii. Cash or in-kind
iii. Cash or in-kind rollover to an Individual Retirement Account sponsored by the vendor described in **E.4b**.

- 4b.** If **E.4a.iii** (specified vendor) is selected, enter name of specified vendor: _____
- 5a.** Unless otherwise elected by the Participant, distributions shall be made in the form of a Qualified Joint and ____% Survivor Annuity (Not less than 50% and not more than 100%).
- 5b.** In addition to the form of distribution described in Section 7.10 of the Basic Plan Document, distributions from the Plan after Termination for reasons other than death may be made in the following forms:
- i.** Lump sum only
 - ii.** Lump sum payment or substantially equal annual, or more frequent installments over a period not to exceed the joint life expectancy of the Participant and his Beneficiary
 - iii.** Under a continuous right of withdrawal pursuant to which a Participant may withdraw such amounts at such times as he shall elect.
 - iv.** Other
- 5c.** If **E.5b.iv** is selected, describe payment forms that apply uniformly to Participants: _____
- NOTE:** Any entry must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.
- 6a.** Permit distributions in the form of an annuity other than a Qualified Joint and Survivor Annuity or a Qualified Preretirement Survivor Annuity:
 Yes No
 If **E.6a** is "Yes", a Participant may elect to have the Plan Administrator apply his entire vested Account toward the purchase of an annuity contract, which shall be distributed to the Participant. The terms of such annuity contract shall comply with the provisions of this Plan and any annuity contract shall be nontransferable.
- 6b.** The spouse of a married Participant shall be the beneficiary of _____% (No less than 50%) of such Participant's Account unless the spouse waives his or her rights to such benefit pursuant to Section 7.10 (Section 7.04).

Payment on Participant Death

- 7.** Distributions on account of the death of the Participant shall be made in accordance with one of the following:
- i.** Pay entire Account balance by end of fifth year for all Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) only.
 - ii.** Pay entire Account balance no later than the 60th day following the end of Plan Year in which the Participant dies.
 - iii.** Allow extended payments for all beneficiaries in accordance with Sections 7.02(b)(1)(A), (B) and (C) and 7.02(b)(2)(A) and (B).
 - iv.** Pay entire Account balance by end of fifth year for Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) and allow extended payments in accordance with Sections 7.02(b)(1)(B) and (C) and 7.02(b)(2)(B) only if the Participant's spouse is the Participant's sole primary Beneficiary.

Cash Out

- 8a.** 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).
- 8b.** Involuntary cash-out amount for purposes of Section 7.10 (J&S consent requirements): \$_____ (\$5,000 maximum.)
- 9.** Involuntary cash-out of a terminated Participant's Account balance when it exceeds the cash-out amount specified in **E.8a** is deferred under Section 7.03(b) until:
- i.** Later of age 62 or Normal Retirement Age - payment made in a lump sum only.
 - ii.** Required Beginning Date - Participant may elect payment in a lump sum or installments.
 - iii.** Required Beginning Date - payment made in a lump sum only.
- 10a.** Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's nonforfeitable account balance for purposes of the Plan's involuntary cash-out rules (Sections 7.03 and 7.10):
 Yes No
- 10b.** If **E.10a** is "Yes", the election shall apply with respect to distributions made on or after _____ (Enter a date no earlier than January 1, 2002.).
- 11a.** It is necessary to provide an effective date for the cash out amount specified in **E.8**:
 Yes No
- 11b.** If **E.11a** is "Yes", enter the effective date of the change in the amount specified in **E.8a**: _____
- 11c.** If **E.11a** is "Yes", enter the effective date of the change in the amount specified in **E.8b**: _____
- NOTE:** May not be earlier than the Effective Date.

Required Beginning Date

- 30.** 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.30.i**; provided that a Participant may elect to commence distributions pursuant to either **E.30.i** or **E.30.ii**.

Required Minimum Distribution Regulation Effective Dates

- 31. The Plan adopted the **2001 Proposed Regulations** regarding Required Minimum Distribution (Section 7.05(g)(3)):
 - No
 - Yes - effective 2001
 - Yes - effective 2002
- 32. Effective date of adoption of the **2002 Final and Temporary Regulations** regarding Required Minimum Distribution (Section 7.05(g)(4)):
 - i. **2002.** During the 2002 calendar year
 - ii. **2003.** Beginning with the 2003 calendar year

F. IN SERVICE WITHDRAWALS & LOANS

Other Withdrawals

- 32. **At Any Time** (Section 8.03(b)). In-service withdrawals are allowed from the following Accounts at any time:
 - Voluntary Contribution Account
 - Rollover Contribution Account

NOTE: If nothing is indicated, no in-service withdrawals are allowed under this Section.

Loans

- 40. Loans are permitted (Section 8.06) (If "No", questions regarding loans are disregarded. Skip to G):
 - Yes No
- 41. Require showing of financial hardship or unusual or special situation to receive loan:
 - Yes No
- 42. Permit loans in excess of 1/2 of account balance up to \$10,000 with adequate security:
 - Yes No
- 43. Allow extended loan amortization for purchase of principal residence:
 - Yes No
- 44. Minimum loan amount: \$_____ (Not greater than \$1,000. Leave blank or enter "0" if none.)
- 45. Maximum number of loans outstanding: _____ (If blank, the maximum number of loans is one.)
- 46. If **G.3.iv** is selected (Plan does not permit participant self-direction), are loans treated as a segregated investment:
 - Yes No

G. PLAN OPERATIONS

Permitted Investments

- 1. Plan may invest in "qualifying employer securities" and "qualifying employer real property" (Section 9.04):
 - Yes No

NOTE: If "Yes" is selected, the limitations of Section 9.04 may apply.
- 2. Plan may invest in life insurance (Section 9.07):
 - Yes No

Participant Self Direction

- 3. Specify the extent to which the Plan permits Participant self direction and indicate the Plan's intent to comply with ERISA section 404(c) (Section 9.02) (If "None", questions regarding Participant self direction are disregarded. Skip to **G.7a**):
 - i. All Accounts and 404(c) applies
 - ii. All Accounts but 404(c) does not apply
 - iii. Some Accounts and 404(c) applies
 - iv. Some Accounts but 404(c) does not apply
 - v. None
- 4. If **G.3.v** (None) is not selected, Participants may also establish individual brokerage accounts:
 - Yes No

5. Participants may exercise voting rights with respect to the following investments (Section 9.06) (If **G.1** is "Yes" and **G.3.i** or **G.3.iii** (404(c) applies) is selected then voting rights may not be "None"):
- i. None
 - ii. Company stock only
 - iii. All investments
6. If **G.3.iii** or **G.3.iv** (Some Accounts) is selected, a Participant may self direct the following accounts:
- a. Voluntary Contribution Account.
 - b. Pension Contribution Account.
 - c. Rollover Contribution Account.
 - d. Transfer Account.

Valuation Date

- 7a. Enter Valuation Date (if **G.3.i** or **G.3.iii** (404(c) applies) is selected, then Valuation Date must be at least quarterly)
- 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. The addition of such Addendum shall not be considered a modification to the Adoption Agreement.

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 opinion letter.
21. Trustee Type
- i. Corporate
 - ii. Individual
22. If **G.21.i** (Corporate) is selected, enter Trustee address: _____
23. Name of Trustee: _____
- 24a. If **G.20.i** (use trust in Basic Plan Document) is selected, type of Trustee Indemnification:
- i. Standard according to Section 10.07(b)
 - ii. Custom
- 24b. If **G.20.i** (use trust in Basic Plan Document) is selected and **G.24a.ii** (Custom) is selected, indemnification for the Trustee is provided pursuant to an Addendum to the Adoption Agreement. The addition of such Addendum shall not be considered a modification to the Adoption Agreement.
25. If **G.20.i** (use trust in Basic Plan Document) is selected, the Trustees may designate one Trustee to act on behalf of all Trustees (Section 10.05(b)(2)):
- Yes No
- 26a. The Trustee is also the Investment Fiduciary (Section 10.06):

Yes No

26b. If **G.26a** is "No", enter the name of the Investment Fiduciary: _____.

H. TOP HEAVY

Top Heavy Plans

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

Top Heavy Allocations

- 4.** If **H.1.i** (This Plan) is selected, Participants who share in Top-Heavy minimum allocations:
- i.** **Non-Key only.** Any Participant who is employed by the Employer on the last day of the Plan Year and is not a Key Employee.
 - ii.** **All Participants.** Any Participant who is employed by the Employer on the last day of the Plan Year.

Top Heavy Vesting

- 5.** Top-Heavy vesting schedule:
 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:** If **H.5** is "Other", then 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:** **H.7** should only be completed if the Employer also sponsors a defined benefit plan.

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 Adoption Agreement.

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 #003, its related Basic Plan Document #E-01 and any related Addendum to the Adoption Agreement.

The Prototype Plan Sponsor, Fort William LLC, will inform the adopting employer of any amendments made to the Prototype Plan or of the discontinuance or abandonment of the Prototype Plan. The Prototype Plan Sponsor may be contacted at 306 North Milwaukee Street, Suite 300, Milwaukee, WI 53202, telephone number (414) 226-2442.

The adopting employer may rely on an opinion 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 opinion letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the opinion 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 _____, 200____.

PLAN SPONSOR (COMPANY):

TRUSTEE:

EFFECTIVE DATE ADDENDDUM

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 Adoption Agreement.

TABLE I: Present value factors (See * below)

Number of years from attained age to age 65<*>	7.50%	8.00%	8.50%
1	7.868	7.589	7.326
2	7.319	7.027	6.752
3	6.808	6.506	6.223
4	6.333	6.024	5.736
5	5.891	5.578	5.286
6	5.480	5.165	4.872
7	5.098	4.782	4.491
8	4.742	4.428	4.139
9	4.412	4.100	3.815
10	4.104	3.796	3.516
11	3.817	3.515	3.240
12	3.551	3.255	2.986
13	3.303	3.014	2.752
14	3.073	2.790	2.537
15	2.859	2.584	2.338
16	2.659	2.392	2.155
17	2.474	2.215	1.986
18	2.301	2.051	1.831
19	2.140	1.899	1.687
20	1.991	1.758	1.555
21	1.852	1.628	1.433
22	1.723	1.508	1.321
23	1.603	1.396	1.217
24	1.491	1.293	1.122
25	1.387	1.197	1.034
26	1.290	1.108	0.953
27	1.200	1.026	0.878
28	1.116	0.950	0.810
29	1.039	0.880	0.746
30	0.966	0.814	0.688
31	0.899	0.754	0.634
32	0.836	0.698	0.584
33	0.778	0.647	0.538
34	0.723	0.599	0.496
35	0.673	0.554	0.457
36	0.626	0.513	0.422
37	0.582	0.475	0.389
38	0.542	0.440	0.358
39	0.504	0.407	0.330
40	0.469	0.377	0.304
41	0.436	0.349	0.280
42	0.406	0.323	0.258
43	0.377	0.299	0.238
44	0.351	0.277	0.219
45	0.327	0.257	0.202

<*> If a Participant's attained age is at or above 65 but still below the Participant's NRA, use Table IA.

TABLE IA: Present value factors for participants below Normal Retirement Age (to be used only when attained age is greater than or equal to 65.)

Number of years from age 65 to attained age	7.50%	8.00%	8.50%
0	8.458	8.196	7.949
1	9.092	8.852	8.625
2	9.774	9.560	9.358
3	10.507	10.325	10.153
4	11.295	11.151	11.016
5	12.143	12.043	11.953
6	13.053	13.006	12.969
7	14.032	14.047	14.071
8	15.085	15.170	15.267
9	16.216	16.384	16.565
10	17.432	17.695	17.973
11	18.740	19.110	19.500
12	20.145	20.639	21.158
13	21.656	22.290	22.956
14	23.280	24.073	24.907
15	25.026	25.999	27.025

TABLE II: Amortization factors

Number of years from attained age to Normal Retirement Age	7.50%	8.00%	8.50%
1	0.5181	0.5192	0.5204
2	0.3577	0.3593	0.3609
3	0.2777	0.2796	0.2814
4	0.2299	0.2319	0.2339
5	0.1982	0.2003	0.2024
6	0.1756	0.1778	0.1801
7	0.1588	0.1611	0.1634
8	0.1458	0.1482	0.1506
9	0.1355	0.1380	0.1405
10	0.1272	0.1297	0.1323
11	0.1203	0.1229	0.1255
12	0.1145	0.1171	0.1198
13	0.1096	0.1123	0.1151
14	0.1054	0.1082	0.1110
15	0.1018	0.1046	0.1075
16	0.0986	0.1015	0.1044
17	0.0958	0.0988	0.1018
18	0.0934	0.0964	0.0994
19	0.0912	0.0943	0.0974
20	0.0893	0.0924	0.0956
21	0.0876	0.0908	0.0940
22	0.0861	0.0893	0.0925
23	0.0847	0.0879	0.0912
24	0.0835	0.0867	0.0901
25	0.0823	0.0857	0.0890
26	0.0813	0.0847	0.0881
27	0.0804	0.0838	0.0872
28	0.0795	0.0830	0.0865
29	0.0788	0.0822	0.0858
30	0.0781	0.0816	0.0851
31	0.0774	0.0810	0.0846
32	0.0768	0.0804	0.0840
33	0.0763	0.0799	0.0836
34	0.0758	0.0794	0.0831
35	0.0753	0.0790	0.0827
36	0.0749	0.0786	0.0824
37	0.0745	0.0783	0.0820
38	0.0742	0.0779	0.0817
39	0.0739	0.0776	0.0815
40	0.0736	0.0774	0.0812
41	0.0733	0.0771	0.0810
42	0.0730	0.0769	0.0808
43	0.0728	0.0767	0.0806
44	0.0726	0.0765	0.0804
45	0.0724	0.0763	0.0802

TABLE III: Factors to be multiplied by those in Table I.

Normal Retirement Age	7.50%	8.00%	8.50%
80	0.206	0.194	0.184
79	0.231	0.219	0.207
78	0.258	0.246	0.234
77	0.289	0.276	0.263
76	0.322	0.309	0.296
75	0.359	0.346	0.333
74	0.400	0.387	0.374
73	0.446	0.432	0.419
72	0.495	0.482	0.469
71	0.549	0.537	0.525
70	0.609	0.597	0.586
69	0.674	0.664	0.653
68	0.745	0.736	0.728
67	0.822	0.816	0.810
66	0.907	0.904	0.900
65	1.000	1.000	1.000
64	1.101	1.106	1.110
63	1.212	1.221	1.231
62	1.332	1.348	1.363
61	1.464	1.486	1.509
60	1.606	1.637	1.669
59	1.761	1.802	1.844
58	1.929	1.982	2.036
57	2.111	2.177	2.246
56	2.309	2.390	2.475
55	2.523	2.622	2.726

TABLE IV: Factors for Participants who are at or beyond Normal Retirement Age.

Normal Retirement Age	7.50%	8.00%	8.50%
80	5.151	5.053	4.959
79	5.370	5.264	5.162
78	5.591	5.476	5.366
77	5.814	5.690	5.572
76	6.039	5.905	5.777
75	6.266	6.122	5.985
74	6.494	6.339	6.192
73	6.721	6.556	6.398
72	6.947	6.771	6.603
71	7.171	6.983	6.804
70	7.392	7.192	7.003
69	7.610	7.399	7.198
68	7.825	7.601	7.389
67	8.037	7.801	7.577
66	8.248	7.999	7.764
65	8.458	8.196	7.949
64	8.666	8.390	8.131
63	8.870	8.581	8.311
62	9.072	8.770	8.485
61	9.270	8.954	8.657
60	9.463	9.133	8.825
59	9.651	9.307	8.986
58	9.834	9.477	9.143
57	10.012	9.641	9.295
56	10.186	9.801	9.442
55	10.354	9.955	9.585

POST EGTRRA ADDENDUM

This Addendum to the Plan is adopted to reflect the provisions of applicable law and the applicable regulations that are generally effective after December 31, 2006 ("Applicable Law"). This Addendum is intended as good faith compliance with the requirements of Applicable Law and is to be construed in accordance with same. This Addendum and the provisions of Applicable Law shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Addendum and Applicable Law.

Except as expressly provided herein, this Addendum shall be effective for Plan Years beginning on or after January 1, 2007. Any effective dates specified herein shall be modified to the extent necessary to comply with any superseding guidance.

OPTIONAL PROVISIONS:

Normal Retirement Age

- 1a.** Normal Retirement Age. It is 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 last day of the Plan's remedial amendment period for this provision (generally by the later of (a) the last day of the first Plan year beginning after June 30, 2008, or (b) the due date (including extensions) for filing the employer's income tax return for the employer's taxable year that includes the first day of the first Plan year beginning after June 30, 2008.).
- 1b.** If **1a** is "Yes", Normal Retirement Age means:
i. Attainment of age _____.
ii. Later of attainment of Age _____ and the _____ anniversary of participation in the Plan.
- 1c.** If **1a** is "Yes", describe the Plan provisions that will prevent the Plan from violating the Code and ERISA: _____.
NOTE: Item **1c** 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.
NOTE: If the Plan permits inservice distributions after the attainment of Normal Retirement Age, the increase in the age component of Normal Retirement Age shall not be deemed a violation of Code section 411(d)(6) provided that the amendment is adopted after May 22, 2007 and before the end of the Plan's remedial amendment period specified in the NOTE following **1a**.
- 1d.** If **1a** 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.)

STANDARD PROVISIONS:

- A.** Annual Addition Limitations. Except as otherwise expressly provided, this Paragraph shall be effective for limitation years beginning on or after July 1, 2007.
1. Any correction methods for excess annual additions set forth in the Plan that were allowed pursuant to the prior version of Treas. Reg. 1.415-6(b)(6) shall not apply. However, the Plan may be eligible for self-correction under Rev. Proc. 2006-27, 2006-22 I.R.B. 945 and any superseding guidance.
 2. Restorative payments allocated to a participant's account, which include payments made to restore losses to the Plan resulting from actions (or a failure to act) by a fiduciary for which there is a reasonable risk of liability under Title I of ERISA or under other applicable federal or state law, where similarly situated participants are similarly treated, shall not give rise to an annual addition for any limitation year.
 3. The Plan's definition of compensation for a year that is used for purposes of Code section 415 may not reflect compensation for a year greater than the limit under Code section 401(a)(17) that applies to that year.
 4. If the Plan uses a definition of compensation for purposes of Code section 415 under prior regulations that included only those items specified in Treas. Reg. section 1.415-2(d)(2)(i) and excluding all of those items listed in Treas. Reg. section 1.415-2(d)(3), the definition shall be revised to indicate that compensation for such purposes means all items of remuneration described in Treas. Reg. 1.415(c)-2(b), and excluding the items of remuneration described in Treas. Reg. 1.415(c)-2(c).

5. "Post Year End Compensation" means amounts earned during a year but not paid during that year solely because of the timing of pay periods and pay dates if: (i) these amounts are paid during the first few weeks of the next year; (ii) the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees; and (iii) no compensation is included in more than one year.
6. "Post Severance Compensation" means amounts paid by the later of: (1) 2-1/2 months after an employee's severance from employment with the employer maintaining the plan or (2) the end of the limitation year that includes the date of severance from employment with the employer maintaining the plan; and those amounts would have been included in the definition of compensation if they were paid prior to the employee's severance from employment with the employer maintaining the plan. However the payment must be for (a) unused accrued bona fide sick, vacation, or other leave, but only if the employee would have been able to use the leave if the employee had continued in employment; or (b) received by an employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the employee at the same time if the employee had continued in employment with the employer and only to the extent that the payment is includible in the employee's gross income.
7. Compensation shall include other compensation paid by the later of: (1) 2-1/2 months after an employee's severance from employment with the employer maintaining the plan or (2) the end of the limitation year that includes the date of the employee's severance from employment with the employer maintaining the plan if: (a) the payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (e.g., overtime or shift differential), commissions, bonuses, or other similar payments; and the payment would have been paid to the employee prior to a severance from employment if the employee had continued in employment with the employer.

The exclusions from compensation for payments after severance from employment do not apply to payments to an individual who does not currently perform services for the employer by reason of qualified military service (as that term is used in Code section 414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the employer rather than entering qualified military service. To the extent provided in the Plan, compensation shall include compensation paid to a participant who is permanently and totally disabled.

B. Protected Benefits. This Paragraph is effective for plan amendments adopted after August 9, 2006 (periods beginning on or after June 7, 2004 relating to suspension of benefit payments).

1. Except as provided in Paragraph **B.2**, a plan amendment may not decrease a participant's accrued benefits, or otherwise place greater restrictions or conditions on a participant's rights to Code section 411(d)(6) protected benefits, even if the amendment merely adds a restriction or condition that is permitted under the vesting rules in Code section 411(a)(3) through (11).
2. An amendment described in Paragraph **B.1** does not violate Code section 411(d)(6) to the extent: (i) it applies with respect to benefits that accrue after the applicable amendment date; or (ii) the plan amendment changes the Plan's vesting computation period and it satisfies the applicable requirements under 29 CFR 2530.203-2(c).

The undersigned agree to be bound by the terms of the forgoing addendum to the Plan and acknowledge receipt of same. This addendum is executed this ____ day of _____, **2008**.

PLAN SPONSOR (COMPANY):

Signature: _____

Print Name: _____

Title/Position: _____

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

V4.01-4.01