

**ADOPTION AGREEMENT #005
STANDARDIZED MONEY PURCHASE PENSION 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
- 22b. If A.22a.ii is selected, describe other pay excluded from definition of Compensation for Highly Compensated Employees: _____.

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.2** 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. **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)).

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

7. **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

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.32** upon meeting the requirements of **B.30** through **B.31** (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.iv** is selected and the Plan uses the Hours of Service method, 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. 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.31**.
- 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
- 32b. If **B.32a.i** (immediate entry) is not selected, an Eligible Employee shall become a Participant eligible to receive an allocation of Pension Contributions on the entry date selected in **B.32a** 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.31** are met.

C. CONTRIBUTIONS

Pension - Service

- NOTE:** An Eligible Employee who has met the requirements of **B.30** through **B.32** 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.
- 31a. If **C.30** is not zero, select equivalency for purposes of **C.30**:
- 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
- 31b. If **C.30** is not zero, and if **C.31a.i** is not selected, the hours equivalency selected in **C.31a** shall apply to:
- i. All Employees
- ii. Only Employees not paid on a per-hour basis.
32. If **C.30** is not zero, waive the Hour of Service requirement 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.

Pension - Formula

- 35a. Pension allocation formula. The Company's Pension Contribution shall be determined and allocated to eligible Participants who have met the requirements of **B.30** through **B.32** and **C.30** through **C.32** as follows (Section 4.03):
- i. Pro rata. In the amount of _____% of each such Participant's Compensation.
- ii. Integrated. In the amount of the sum of:
- (1) _____% of each such Participant's Compensation; plus
- (2) _____% of each such Participant's Excess Compensation.

NOTE: If **C.36a.i** (taxable wage base) is not selected, the amount of permitted disparity in **C.35a.ii(2)** will be determined in accordance with the following table:

Integration Level	Permitted Disparity
More than \$0 but not more than 20% of the TWB	5.7%
More than 20% of the TWB but not greater than 80% of the TWB	4.3%
More than 80% of the TWB but less than 100% of the TWB	5.4%
100% of the TWB	5.7%

TWB = taxable wage base (as defined under Section 230 of the Social Security Act)

NOTE: Pension Contributions are allocated to Participant Accounts at the end of the Plan Year.

- 35b.** Pension Contributions for Nonhighly Compensated Employees shall be subject to a minimum amount:
 Yes as follows: _____.
 No
- 35c.** Pension Contributions shall be subject to a maximum amount:
 Yes as follows: _____.
 No

Pension - Integration

- 36a.** If **C.35a.ii** is selected (integrated contribution formula), integration level for determining Excess Compensation:
- i.** Taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year.
 - ii.** 20% of the taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year; minus \$1.00
 - iii.** 80% of the taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year; plus \$1.00
 - iv.** Fixed percentage of taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year
 - v.** Fixed dollar amount
- 36b.** If **C.35a.ii** (integrated contribution formula) is selected, and **C.36a.iv** (fixed percentage) or **C.36a.v** (fixed dollar amount) is selected, enter amount (Not to exceed 100% or the amount of the taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of the Plan Year): _____% of taxable wage base, or \$_____.

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 service 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, select the type and length of service used to measure Early Retirement Age:
i. Eligibility. ___ Years of Eligibility Service
ii. Vesting. ___ Years of Vesting Service
iii. Participation. ___ anniversary of participation (e.g. third, fourth, etc.)
- 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.
- NOTE:** Plan will indemnify Plan Administrator and Investment Fiduciary pursuant to Section 12.06.

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.11** 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: _____
- NOTE:** If **G.20.i** (use trust in Basic Plan Document) is selected, the Trustee shall be indemnified pursuant to Section 10.07(b).

24. 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
- 25a. The Trustee is also the Investment Fiduciary (Section 10.06):
[] Yes [] No
- 25b. If **G.25a** 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 #005, 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. An employer who has ever maintained or who later adopts any plan (including a welfare benefit fund, as defined in Code section 419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in Code section 419A(d)(3), or an individual medical account, as defined in Code section 415(1)(2)) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code sections 415 and 416. If the employer who adopts or maintains multiple plans wishes to obtain reliance with respect to the requirements of Code sections 415 and 416, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. The employer may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to the plan or in Revenue Procedure 2005-16.

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.

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