

## TRADITIONAL STYLE

### B. ELIGIBILITY.

#### Exclusions

- The term "Eligible Employee" shall not include (Check items **B.1a - B.4a** as appropriate):
- 1a.**  **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.
- 1b.** The exclusion listed in **B.1a** for union employees applies for the following purposes:
- i.**  Elective Deferrals and Voluntary Contributions.
  - ii.**  Matching Contributions.
  - iii.**  Profit Sharing Contributions.
- 2a.**  Any **Leased Employee** (as defined in Article 2).
- 2b.** The exclusion listed in **B.2a** for Leased Employees applies for the following purposes:
- i.**  Elective Deferrals and Voluntary Contributions.
  - ii.**  Matching Contributions.
  - iii.**  Profit Sharing Contributions.
- 3a.**  **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)).
- 3b.** The exclusion listed in **B.3a** for non-resident aliens applies for the following purposes:
- i.**  Elective Deferrals and Voluntary Contributions.
  - ii.**  Matching Contributions.
  - iii.**  Profit Sharing Contributions.
- 4a.**  **Other.** Other Employees described in **B.4b**.
- 4b.** If **B.4a** is selected, describe other excluded Employees from definition of Eligible Employee and indicate for what purposes (e.g., Elective Deferrals, Matching, etc.) the Employees are excluded: \_\_\_\_\_.
- 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 of service with employers other than the Employer for eligibility purposes:  
 Yes  No
- 6b.** If **B.6a** is "Yes", list other employers and indicate for what purposes (e.g., Elective Deferrals, Matching, etc.) the 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.** (Applies for purposes of eligibility to receive Matching Contributions and Profit Sharing Contributions only). 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 and indicate for what purposes (e.g., Elective Deferrals, Matching, etc.) the conditions or limitations apply: \_\_\_\_\_.