

**ADOPTION AGREEMENT #001  
NONSTANDARDIZED 401(K)/PROFIT SHARING PLAN**

**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
2. Allow in-service distributions after attainment of Normal Retirement Age (Section 7.01(b)):  
 Yes  No  
**NOTE:** The Plan may not permit in-service distributions after attainment of Normal Retirement Age if **E.1b** is less than age 59-1/2.

**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: \_\_\_\_\_
- 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: \_\_\_\_\_
5. 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.
6. Permit distributions in the form of an annuity:  
 Yes  No  
If **E.6** is "Yes", a Participant may elect to have the Plan Administrator apply his entire 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.

**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**

8. Involuntary cash-out amount for purposes of Sections 7.03 and 7.10: \$ \_\_\_\_\_ (\$5,000 unless otherwise specified. If zero, the Plan will not automatically cash out participants).
9. Involuntary cash-out of a terminated Participant's Account balance when it exceeds the cash-out amount specified in **E.8** 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(e) and 7.10(a) as amended by the EGTRRA Addendum to the Basic Plan Document):  
 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 cash-out amount: \_\_\_\_\_

#### Spousal Death Benefits

20. The Plan has received a transfer of assets from a plan subject to the survivor annuity rules of Code sections 411(a)(11) and 417:  
 Yes  No
21. If E.20 is "Yes" or E.6 (distributions allowed in the form of an annuity) is "Yes", upon the death of a married Participant, the spouse of the married Participant shall be the beneficiary of the following portion of such Participant's Account unless the spouse waives such right in accordance with Section 7.10: (Section 7.04(a))
- i.  100% of Account
- ii.  50% of Account

#### 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.** Participant may elect to commence distributions pursuant to either E.30.i or E.30.ii.
- NOTE:** If E.30.ii is selected, E.31 though E.34 will be disregarded.

#### Required Beginning Date Transition Rules

31. The Plan was amended before the Effective Date to revise definition of Required Beginning Date or the Plan is a new plan:  
 Yes  No  
**NOTE:** If E.31 is "Yes", the effective date of the definition in E.30 is the Effective Date of the Plan specified in A.3 and questions E.32 though E.34 will be disregarded.
32. If E.31 is "No" and E.30.ii (Age 70-1/2) is not selected, enter effective date of new definition: \_\_\_\_\_
33. If E.31 is "No" and E.30.i (Retirement) is selected, enter Required Beginning Date transition rule:
- i.  Eliminate the rule in effect before the date specified in E.32 prospectively - allow Participant to elect E.30.i or E.30.ii until the effective date in E.32
- ii.  Eliminate the rule in effect before the date specified in E.32 prospectively - do not allow Participant election
34. If E.31 is "No" and E.30.ii (Age 70-1/2) is not selected, permit Participants other than a More Than 5% Owner receiving required distributions under old rule to stop distributions until the distributions must recommence under the new definition of Required Beginning Date:
- i.  No
- ii.  Yes - The recommencement of distributions will **not** constitute a new Annuity Starting Date
- iii.  Yes - The recommencement of distributions will **will** constitute a new Annuity Starting Date

#### New 401(a)(9) Regulations

- 35a. The Plan adopts the **new proposed** IRS 401(a)(9) regulations (Section 7.05(c)):
- i.  No
- ii.  Yes - using the IRS Announcement 2001-18 Model Amendment
- iii.  Yes - using the IRS Announcement 2001-82 Model Amendment
- 35b. Effective date of adoption of new proposed 401(a)(9) regulations specified in E.35a: \_\_\_\_\_
- 36a. Effective date of adoption of **final** 401(a)(9) regulations (Section 7.11 as added by the Minimum Distribution Addendum to the Basic Plan Document):
- i.  **2002.** During the 2002 calendar year
- ii.  **2003.** Beginning with the 2003 calendar year
- 36b. If E.36a.i is selected, enter effective date of adoption of final 401(a)(9) regulations in 2002: \_\_\_\_\_