

Cash Balance Plan

Company Data:

Company Information:

1. Name of adopting employer (Plan Sponsor):
- 2a. Plan Sponsor address line 1:
- 2b. Plan Sponsor address line 2:
3. Plan Sponsor city:
4. Plan Sponsor state:
5. Plan Sponsor zip:
6. Plan Sponsor phone AC/Number:
7. Plan Sponsor fax AC/Number:
8. Plan Sponsor EIN:
9. Plan Sponsor fiscal year end:
- 10a. Plan Sponsor entity type:
 C Corporation S Corporation Non profit Partnership Limited Liability Company
Limited Liability Partnership Sole Proprietorship Union Government agency Other
- 10b. If 10a is "Union", enter name of the representative of the parties who established or maintain the Plan:
- 10c. If 10a is "Other", enter Plan Sponsor entity type:
11. State of organization of Plan Sponsor:
- 12a. The Plan Sponsor is a member of an affiliated service group:
 Yes No
- 12b. If 12a is "Yes", list all members of the group (other than the Plan Sponsor):
- 13a. The Plan Sponsor is a member of a controlled group:
 Yes No
- 13b. If 13a is "Yes", list all members of the group (other than the Plan Sponsor):

Contact Information:

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

Notes:

30. Notes

Plan Data:

A. GENERAL INFORMATION

General

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

Compensation

- 20a. Definition of Compensation:
 W-2 Withholding 415 Safe Harbor
- 20b. If **A.20a** is "415 Safe Harbor", exclude amounts received during the year by an employee pursuant to a nonqualified unfunded deferred compensation plan to the extent includible in gross income:
 Yes No
21. Include deferrals in definition of Compensation?
 Yes No
- 22a. Increase Compensation limit to amount provided by EGTRRA:
 Yes No
- 22b. If **A.22a** is "Yes", increase Compensation limit for determination periods beginning before January 1, 2002:
 Yes No
- 23a. Include Post Severance Compensation in definition of Compensation for purposes of benefit accrual:
 Yes No
- 23b. **A.23a** is "Yes", effective date of inclusion of Post Severance Compensation shall be limitation years beginning on of after:
- 23c. Compensation is determined using Post Year End Compensation:
 Yes No
- 23d. If **A.23c** is "Yes", effective date of using Post Year End Compensation shall be limitation years beginning on of after:
- 23e. Include in Compensation payments made to an individual on account of qualified military service:
 Yes No
- 23f. Include in Compensation payments made to a Participant who is permanently and totally disabled:
 Yes No
- 23g. Include deemed Code section 125 compensation in definition of Compensation:
 Yes No

Compensation Exclusions

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

Testing Compensation

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

Highly Compensated Employee

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

Other Definitions

31. Definition of Age. A Participant's Age is determined as of:
 Last birthday Nearest birthday
32. Definition of Disability:
 Under Code section 22(e) Under the Social Security Act Inability to engage in comparable occupation Pursuant to other Company Disability Plan Under uniform rules established by the Plan Administrator
33. Name of state or commonwealth for choice of law (Section 14.06):

Actuarial Assumptions - Non Lump Sum

40. Non lump sum pre-retirement mortality assumption:
41. Non lump sum pre-retirement interest rate assumption:
42. Non lump sum post-retirement mortality assumption:
43. Non lump sum post-retirement interest rate assumption:

Actuarial Assumptions - Applicable Interest Rate and Mortality Table

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

Miscellaneous

60. Enter date to place on cover of Summary Plan Description:
61. File Number:
62. Trust EIN:
63. User Defined Field #1
64. User Defined Field #2
65. User Defined Field #3
66. User Defined Field #4
67. User Defined Field #5

B. ELIGIBILITY

Exclusions

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

Other Employer Service

- 6a. Count maximum of five years service with other non-affiliated employers for eligibility purposes:
 Yes No
- 6b. If **B.6a** is "Yes", list other non-affiliated employers:

Break in Service

7. **Rule of parity.** If an Employee does not have any nonforfeitable right to Employer contributions, exclude eligibility service before a period of five (5) consecutive One-Year Breaks in Service/Periods of Severance.
 Yes No
8. **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

Immediate Participation

- 9a. If the Plan is a new plan, allow immediate participation to all Eligible Employees on the original effective date of the Plan specified in **B.9b**:
 Yes No
- 9b. If **B.9a** is "Yes" Eligible Employees will become eligible to participate in the Plan as of:

Pension Accruals

10. Minimum age requirement for pension accruals:
 None 21 20 19 18
11. Minimum service requirement for pension accruals:
 None two (2) Years one (1) Year nine (9) Months six (6) Months five (5) Months four (4) Months three (3) Months two (2) Months one (1) Month
- 12a. Frequency of entry dates for pension accruals:
 Immediate first day of the calendar month first day of each plan quarter first day of the first month and seventh month of the Plan Year first day of the Plan Year
- 12b. If **B.12a** is not "Immediate", selection of entry date:
 coincident with or next following next following coincident with or immediately preceding immediately preceding nearest to
- 13a. Plan was frozen as to new Participants:
 Yes No

13b. If B.13a is "Yes", no Eligible Employees shall become eligible to participate in the Plan as of:

Eligibility Service Computation Rules

20. Eligibility service computation method:
 Hours of Service Elapsed Time
21. Eligibility Computation Period switch to Plan Year:
 Yes No
22. If B.20 is "Hours of Service", number of Hours of Service necessary for Year of Eligibility Service (1000 maximum without commas):
- 23a. If B.20 is "Hours of Service" and if eligibility is computed using months, enter the Hours of Service necessary for a Month of Eligibility Service or enter the Hours of Service that must be completed in the month period described above:
- 23b. If B.20 is "Hours of Service" and if eligibility is computed using months, must Hours of Service described in B.23a be completed in one month or over a period of months:
 One month Period of months
24. If B.20 is "Hours of Service", select hours equivalency for eligibility purposes:
 None 10 hours per day 45 hours per week 95 hours per semi-monthly payroll period 190 hours per month

C. BENEFITS

Pension - Service

- 10a. Require service for a Participant to receive an allocation of Employer Credits:
 Yes No
- 10b. If C.10a is "Yes", Hours of Service required in the applicable Determination Period for a Participant to receive an allocation of Employer Credits (Not more than 1,000 if the Determination period is the Plan Year):
11. Method to fix Code section 401(a)(26) and 410(b) coverage failures (Section 4.01(b)):
 Do not automatically fix Add just enough

Pension - Formula

24. Employer Credits. Employer Credits shall be determined as follows:
 Percentage of Compensation Groups Other

Percentage of Compensation

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

Groups

- 24.ii. If C.24 is "Groups", number of groups
 2 3 4 5 6 7
- 24.ii.a. If C.24 is "Groups", members of Group One:
- 24.ii.a. If C.24 is "Groups", indicate whether Group One will receive a fixed percentage, flat dollar amount, or greater of the two:
 Fixed percent Fixed dollar amount Greater of fixed percent or fixed dollar
- 24.ii.a. If C.24 is "Groups" and type of allocation is not "Fixed dollar amount", enter fixed percentage earned for Group One in each period (without % sign):
- 24.ii.a. If C.24 is "Groups" and type of allocation is not "Fixed percent", enter fixed dollar amount for Group One in each period (without \$ sign):
- 24.ii.b. If C.24 is "Groups", members of Group Two:
- 24.ii.b. If C.24 is "Groups", indicate whether Group Two will receive a fixed percentage, flat dollar amount, or greater of the two:

- Fixed percent Fixed dollar amount Greater of fixed percent or fixed dollar
- 24.ii.b.** If C.24 is "Groups" and type of allocation is not "Fixed dollar amount", enter fixed percentage earned for Group Two in each period (without % sign):
- 24.ii.b.** If C.24 is "Groups" and type of allocation is not "Fixed percent", enter fixed dollar amount for Group Two in each period (without \$ sign):
- 24.ii.c.** If C.24 is "Groups", members of Group Three:
- 24.ii.c.** If C.24 is "Groups", indicate whether Group Three will receive a fixed percentage, flat dollar amount, or greater of the two:
 Fixed percent Fixed dollar amount Greater of fixed percent or fixed dollar
- 24.ii.c.** If C.24 is "Groups" and type of allocation is not "Fixed dollar amount", enter fixed percentage earned for Group Three in each period (without % sign):
- 24.ii.c.** If C.24 is "Groups" and type of allocation is not "Fixed percent", enter fixed dollar amount for Group Three in each period (without \$ sign):
- 24.ii.d.** If C.24 is "Groups", members of Group Four:
- 24.ii.d.** If C.24 is "Groups", indicate whether Group Four will receive a fixed percentage, flat dollar amount, or greater of the two:
 Fixed percent Fixed dollar amount Greater of fixed percent or fixed dollar
- 24.ii.d.** If C.24 is "Groups" and type of allocation is not "Fixed dollar amount", enter fixed percentage earned for Group Four in each period (without % sign):
- 24.ii.d.** If C.24 is "Groups" and type of allocation is not "Fixed percent", enter fixed dollar amount for Group Four in each period (without \$ sign):
- 24.ii.e.** If C.24 is "Groups", members of Group Five:
- 24.ii.e.** If C.24 is "Groups", indicate whether Group Five will receive a fixed percentage, flat dollar amount, or greater of the two:
 Fixed percent Fixed dollar amount Greater of fixed percent or fixed dollar
- 24.ii.e.** If C.24 is "Groups" and type of allocation is not "Fixed dollar amount", enter fixed percentage earned for Group Five in each period (without % sign):
- 24.ii.e.** If C.24 is "Groups" and type of allocation is not "Fixed percent", enter fixed dollar amount for Group Five in each period (without \$ sign):
- 24.ii.f.** If C.24 is "Groups", members of Group Six:
- 24.ii.f.** If C.24 is "Groups", indicate whether Group Six will receive a fixed percentage, flat dollar amount, or greater of the two:
 Fixed percent Fixed dollar amount Greater of fixed percent or fixed dollar
- 24.ii.f.** If C.24 is "Groups" and type of allocation is not "Fixed dollar amount", enter fixed percentage earned for Group Six in each period (without % sign):
- 24.ii.f.** If C.24 is "Groups" and type of allocation is not "Fixed percent", enter fixed dollar amount for Group Six in each period (without \$ sign):
- 24.ii.g.** If C.24 is "Groups", members of Group Seven:
- 24.ii.g.** If C.24 is "Groups", indicate whether Group Seven will receive a fixed percentage, flat dollar amount, or greater of the two:
 Fixed percent Fixed dollar amount Greater of fixed percent or fixed dollar
- 24.ii.g.** If C.24 is "Groups" and type of allocation is not "Fixed dollar amount", enter fixed percentage earned for Group Seven in each period (without % sign):
- 24.ii.g.** If C.24 is "Groups" and type of allocation is not "Fixed percent", enter fixed dollar amount for Group Seven in each period (without \$ sign):
- 24.ii.** If C.24 is "Groups", describe any limitations on the amount of Employer Credits that may be earned:

Other Formula

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

Cash Balance Conversion

- 25a.** The Plan has been amended in a manner to convert the Plan from a traditional formula to a cash balance formula where the Accrued Benefit is determined with respect to the balance in a hypothetical account:
 Yes No

25b. If **C. 25a** is "Yes", describe the method of determining the Accrued Benefit after the conversion:

Determination Period

26a. Determination Period:

Plan Year Six month period Three month period Calendar month period

26b. The first Determination Period shall commence:

first day of the Plan Year first day of the Determination Period

Interest Crediting Rate

27. Applicable Interest Crediting Rate:

28. Enter stability period for purposes determining the applicable interest rate and the applicable mortality table:

daily month Plan quarter Plan Year calendar quarter calendar year

29a. When determining the applicable interest rate and the applicable mortality table, are averages used in computing the lookback month:

Yes No

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

first month second month third month fourth month fifth month

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

two three four five

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

first month second month third month fourth month

PPA Effective Date

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

Offset of Benefit by Other Plan

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

Yes No

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

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

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

Yes No

33b. If **C.33a** is "Yes", enter name of defined Contribution Plan:

Rollovers

47a. Rollover Contributions are permitted:

No Yes - All Eligible Employees Yes - Only active Participants

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

All permissible plans Only qualified plans and conduit IRAs

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

Section 415 Limits

48a. Corrections to Code section 415 violations made to another plan (Section 5.01):

Yes No

48b. If **C.48a** is "Yes", name of plan in which 415 corrections will be made:

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

Plan Year Calendar Year

50. The Plan uses the special PFEA transition rule specified in Section 5.03(a)(2)(C) for distributions received before January 1, 2005:
 Yes No

D. VESTING

Vesting Service Computation Rules:

1. Vesting service computation method:
 Hours of Service Elapsed Time
2. Number of Hours of Service necessary for Year of Vesting Service (1000 maximum without commas):
3. Select equivalency for vesting purposes:
 None 10 hours per day 45 hours per week 95 hours per semi-monthly payroll period 190 hours per month
4. Vesting Computation Period:
 Calendar year Plan Year Anniversaries of employment date

Other Employer Service

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

- 9a. Exclude Years of Vesting Service earned before age 18:
 Yes No
- 9b. Exclude Years of Vesting Service earned before the Employer maintained this Plan or a predecessor plan:
 Yes No
- 9c. **One-year holdout.** If an Employee has a 1-Year Break in Service/Period of Severance, exclude Years of Vesting Service until the Employee has completed a Year of Vesting Service after return to employment with the Employer:
 Yes No
- 9d. **Rule of parity.** If an Employee does not have a nonforfeitable right to Employer contributions, exclude Years of Vesting Service earned before a period of 5 consecutive 1-Year Breaks in Service/Periods of Severance:
 Yes No

Prior Vesting Schedule

20. Prior Vesting Schedule:
 None 100% 3-7 Year Graded 2-6 Year Graded 1-5 Year Graded 1-4 Year Graded 5 Year Cliff 3 Year Cliff 2 Year Cliff Other
- 21a. Other Schedule - less than 1 year (without % sign):
- 21b. Other Schedule - 1 year but less than 2 years (without % sign):
- 21c. Other Schedule - 2 years but less than 3 years (without % sign):
- 21d. Other Schedule - 3 years but less than 4 years (without % sign):

- 21e. Other Schedule - 4 years but less than 5 years (without % sign):
- 21f. Other Schedule - 5 years but less than 6 years (without % sign):
- 21g. Other Schedule - 6 years but less than 7 years (without % sign):
- 22. If **D.20** is not "None", the prior vesting schedule shall apply to Participants as follows:

PPA Vesting Schedule

- 30a. Cash Balance Vesting Schedule
 100% 3 Year Cliff 2 Year Cliff Other
- 31a. Other Schedule - less than 1 year (without % sign):
- 31b. Other Schedule - 1 year but less than 2 years (without % sign):
- 31c. Other Schedule - 2 years but less than 3 years (without % sign):

E. DISTRIBUTIONS

Normal Retirement

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

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

- 4a. Normal form of benefit:
 Single life annuity Single life annuity with term certain Qualified Joint and Survivor Annuity
- 4b. If **E.4a** is "Single life annuity with term certain", enter term:
- 4c. Percentage of survivor portion of Qualified Joint and Survivor Annuity (50-100 without % sign):
- 5.i. Offer a single life annuity:
 Yes No
- 5.ii. Offer lump sum distribution:
 Yes No
- 5.iii. Offer joint and 50%, 75% or 100% survivor annuity:
 Yes No
- 5.iii. If joint survivor annuity is permitted, the survivor may convert the survivor annuity to a lump sum upon the death of the Participant:
 Yes No
- 5.iv. Offer a life annuity with term certain:
 Yes No
- 5.v. Offer Social Security Level Income:
 Yes No

- 5.vi.** Offer other optional form of benefit:
 Yes No
- 5.vi.** If **E.5.vi** (Other) is "Yes", describe other optional form of benefit
- 6a.i.** Permit Participant to modify benefit forms after commencement in accordance with Treas. Reg. 1.401(a)(9)-6, Q&A-13:
 Yes - Without limitation Yes - With limitation No
- 6a.ii.** If **E.6a.i** is "Yes - With limitations", describe limitations:
- 6b.i.** If **E.5.iv** (life annuity with term certain) is "Yes", describe limitations on term certain periods:
 None With limitations
- 6b.ii.** If **E.5.iv** (life annuity with term certain) is "Yes", and **E.6b.i** is "With limitations", describe limitations on term certain periods:
- 6c.i.** If **E.5.iv** (life annuity with term certain) is "Yes", indicate whether a Participant may elect an increasing annuity pursuant to Treas. Reg. 1.401(a)(9)-6, Q&A-14(a)(1):
 Yes No
- 6c.ii.** If **E.5.iv** (life annuity with term certain) is "Yes", and **E.6c.i** is Yes, indicate the index to use:
- 7a.** If **E.5.ii** (lump sum) is selected, select amount of benefit available for lump sum:
 Entire benefit Limited benefit
- 7b.** If **E.5.ii** (lump sum) is selected and **E.7a** is "Limited benefit", enter maximum amount of lump sum distribution:
- 7c.** If **E.5.ii** (lump sum) is selected, enter any other conditions on receiving the lump sum (such as age and service):
- 7d.** If **E.5.ii** (lump sum) is selected, a Participant may choose a partial lump sum in addition to an annuity:
 Yes No
- 7e.** If **E.5.ii** (lump sum) is selected, may a lump sum be transferred to a separate account pursuant to section 414(k) after Termination of Employment (Section 7.14):
 Yes No
- 7f.** If **E.5.ii** (lump sum) is selected, may a lump sum be transferred to a separate account pursuant to section 414(k) for a Participant who reaches his Normal Retirement Date while still employed (Section 7.14):
 Yes No
- 7g.** If **E.5.ii** (lump sum) is selected, permit in-kind distributions:
 Yes No
- 8.** If an option is selected in **E.5** that permits designation of a beneficiary, limit beneficiary to Participant's spouse:
 Yes No

Early Retirement

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

- 12b.** If **E.12a** is not "Actuarial equivalent of Normal Retirement Benefit", enter the number of years the first steps apply:
12c. If **E.12a** is "two steps", enter the annual reduction in second steps:
12c. If **E.12a** is "two steps", enter the number of years the second steps apply:

Disability Retirement

- 13a.** Amount of Disability Benefit:
 None No benefit commencement - Continue benefit accrual Other Disability Benefit
13b. If **E.13a** is "Other Disability Benefit", enter amount of Disability benefit:
14a. If **E.13a** is "Other Disability Benefit", enter definition of Disability Retirement Date:
 First of subsequent calendar month Other
14b. If **E.14a** is "First of subsequent calendar month", enter the elimination period:
 None first second third fourth fifth sixth ninth
14c. If **E.14a** is "Other", enter Disability Retirement Date and elimination period:

Other Vested Termination Benefits

- 16.** Offer a lump sum to a vested, Terminated Participant before Early/Normal Retirement:
 No Yes - with limitation Yes - without limitation
17a. If **E.16** is not "No", enter date paid:
 Upon Termination of Employment Designated number of months following Termination After a break in service Anniversary date following Termination
17b. If **E.17a** is "Designated number of months following Termination", enter number of months (first, second, etc.):
17c. If **E.17a** is "Anniversary date following Termination", enter date:
18. If **E.16** is "Yes - with limitation", enter maximum amount of lump sum:
19. If **E.16** is not "No", permit in-kind distributions:
 Yes No

Death Benefits

- 20.** Amount of death benefit:
 QPSA Accrued Benefit Percentage of Accrued Benefit Multiple of monthly benefit
21. If **E.20** is not "QPSA only", limit beneficiary to Participant's spouse:
 Yes No
22. If **E.20** is "Percentage of Accrued Benefit" or "Multiple of monthly benefit", enter percentage (without % sign) or multiple:
23a.i. Offer Beneficiary lump sum distribution:
 Yes No
23a.ii. Offer Beneficiary lump sum distribution - with limitation:
 Yes No
23a.iii. Offer Beneficiary a life annuity with term certain:
 Yes No
23b.i. If **E.23a.iii** (term certain) is selected, describe limitations on term certain periods:
 None With limitations
23b.ii. If **E.23a.iii** (term certain) is selected and **E.23b.i** is "With limitations", describe limitations:
23c.i. If **E.23a.iii** (term certain) is selected, indicate whether a Participant may elect an increasing annuity pursuant to Treas. Reg. 1.401(a)(9)-6, Q&A-14(a)(1):
 Yes No
23c.ii. If **E.23a.iii** (term certain) is selected and **E.23c.i** is "Yes", enter the index:
23d. If **E.23a.ii** (Lump sum with limitation) is "Yes", enter maximum amount of lump sum:
23e. If **E.23a.i** (Lump sum) is "Yes", a Participant Beneficiary may choose a partial lump sum in addition to an annuity:
 Yes No

Cash Out

- 28a.** Involuntary cash-out amount for purposes of Section 7.03 (not more than 5000 without dollar sign or commas):
- 28b.** Involuntary cash-out amount for purposes of Section 7.04 (J&S) (not more than 5000 without dollar sign or commas):
- 29a.** It is necessary to provide an effective date for the cash out amount specified in **E.28**:
 Yes No
- 29b.** If **E.29a** is "Yes", enter the effective date of the change in the cash-out amount in **E.28a**:
- 29c.** If **E.29a** is "Yes", enter the effective date of the change in the cash-out amount in **E.28b**:
- 29d.** Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's nonforfeitable Accrued Benefit for purposes of the Plan's involuntary cash-out rules:
 Yes No
- 29e.** If **E.29d** is "Yes", the election shall apply with respect to distributions made on or after:

Mandatory Cash Out

- 30a.** If **E.28a** is greater than \$1,000, enter the name of the IRA provider for mandatory rollovers:
- 30b.** If **E.28a** is greater than \$1,000, describe how fees and expenses of the IRA will be allocated:

Retroactive Annuity Starting Dates

- 31a.** The Plan allows retroactive Annuity Starting Dates (Section 7.12):
 Yes No
- 31b.** If **E.31a** is "Yes", specify any conditions and/or limitations to providing retroactive Annuity Starting Dates:

Required Beginning Date

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

401(a)(9) Regulations

- 33a.** Effective date of adoption of final and temporary section 1.401(a)(9)-6 regulations (Section 7.14):
 2002 2003
- 33b.** If **E.33a** is "2002", enter effective date of adoption of final and temporary section 1.401(a)(9)-6 regulations in 2002:
- 34.** Effective date of adoption of final section 1.401(a)(9)-6 regulations (Section 7.14):
 2003 2004 2005 2006

F. IN SERVICE WITHDRAWAL/LOANS

Other Withdrawals

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

Loans

- 10.** Loans are permitted (Section 8.02) (If "No", questions regarding loans are disregarded. Skip to **G**):

- Yes No
11. Require showing of financial hardship or unusual or special situation to receive loan:
 Yes No
12. Permit loans in excess of 1/2 of present value of vested accrued benefit up to \$10,000 with adequate security:
 Yes No
13. Allow extended loan amortization for purchase of principal residence:
 Yes No
14. Minimum loan amount:
 None \$100 \$200 \$250 \$300 \$400 \$500 \$600 \$700 \$750 \$800 \$900 \$1,000
15. Maximum number of loans outstanding:
 1 2 3 4 5
16. Limit the amount of the loan to the balance in the Participant's Segregated Account (if any):
 Yes No

G. PLAN OPERATIONS

Permitted Investments

1. Plan may invest in "qualifying employer securities" and "qualifying employer real property" (Section 9.05):
 Yes No
- 2a. Plan may purchase life insurance:
 None All Participants Participants with an attained age Participants with attained service
 Participants with an attained age and service
- 2b. If **G.2a** requires a minimum number of years of service, enter minimum service:
- 2c. If **G.2a** requires a minimum Age, enter minimum Age:
- 2d. If **G.2a** "None" is not selected, indicate whether the amount of life insurance proceeds are offset by any death benefits payable under Section E
 No Only to prevent excess benefits Yes
- 2e. If **G.2a** "None" is not selected, enter maximum amount of coverage:
 Multiple of monthly benefit Incidental reserve Greater of multiple monthly benefit incidental reserve

Participant Self Direction

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

Valuation Date

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

Plan Administration

- 10a. Designation of Plan Administrator (Section 12.01):
 Plan Sponsor Committee appointed by Plan Sponsor Other
- 10b. If **G.10a** is "Other", Name of Plan Administrator:
11. Establishment of procedures for the Plan Administrator and the Investment Fiduciary (Sections 12.01(c) and 12.02(c)):
 Plan fiduciary adopts own procedures Board sets procedures

- 12a.** Type of indemnification for the Plan Administrator and Investment Fiduciary:
 None Standard Custom
- 12b.** If **G.12a** is "Custom", enter indemnification for the Plan Administrator and Investment Fiduciary:

Termination

- 13a.** Disposition of excess assets on Plan Termination:
 Revert to Company - without effective date Revert to Company - with effective date Reallocate to Participants
- 13b.** If **G.13a** is "Revert to Company - with effective date", enter effective date:

Qualified Domestic Relations Orders

- 14a.** Benefits payable to Alternate Payee before earliest retirement date:
 None Lump sum of any amount at any time Limited lump sum at any time
- 14b.** If **G.14a** is "Limited lump sum at any time", enter maximum amount of lump sum distribution (without \$ sign):

PBGC Coverage

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

Trust

- 20.** Trust Agreement is contained in a document separate from the Basic Plan Document.
 Yes No
- 21.** Trustee Type
 Corporate Individual
- 22.** If **G.21** is "Corporate", enter Trustee address:
- 23.** Number of Trustee signature lines:
 1 2 3 4 5
- 23a.** Name of first Trustee or Corporate Trustee:
- 23b.** Name of second Trustee:
- 23c.** Name of third Trustee:
- 23d.** Name of fourth Trustee:
- 23e.** Name of fifth Trustee:
- 24a.** Type of Trustee Indemnification:
 Standard Custom
- 24b.** If **G.24a** is "Custom", enter indemnification for the Trustee:
- 25.** The Trustees may designate one Trustee to act on behalf of all Trustees (Section 10.05(b)(2)):
 Yes No

H. TOP HEAVY

Top Heavy Plans

- 1.** Plan to which Top-Heavy accruals are made:
 This Plan Pursuant to the terms of another plan
- 2.** If **H.1** is "another plan", name of other Plan to which Top-Heavy accruals are made:
- 3.** If **H.1** is "This Plan", type of other plan maintained by the Company that covers employees eligible to participate in this Plan:
 N/A - No other plan Defined Contribution Defined Benefit

Top Heavy Accruals

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

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 (without % sign):
- 6b. Other Top-Heavy Schedule - 1 year but less than 2 years (without % sign):
- 6c. Other Top-Heavy Schedule - 2 years but less than 3 years (without % sign):
- 6d. Other Top-Heavy Schedule - 3 years but less than 4 years (without % sign):
- 6e. Other Top-Heavy Schedule - 4 years but less than 5 years (without % sign):
- 6f. Other Top-Heavy Schedule - 5 years but less than 6 years (without % sign):

Present Value Assumptions

- 7a. Enter the interest rate to be used for determining Present Value to compute the Top-Heavy Ratio (without % sign):
- 7b. Enter the mortality table to be used for determining Present Value to compute the Top-Heavy Ratio:

. **CUSTOM LANGUAGE APPENDICES**

Custom Language

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

Custom Effective Date

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