

[INTENDED FOR CYCLE C2]

**ADOPTION AGREEMENT
CASH BALANCE DEFINED BENEFIT PLAN**

The undersigned adopting employer hereby adopts this Plan and its related Trust. The Plan and Trust are intended to qualify as a tax-exempt defined benefit 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 #E-03-CB 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)

NOTE: This Plan shall not be used for a multi-employer plan. If Item 10.a.viii is selected, the Plan will cover people who work for the Union and who receive Compensation for their services to the Union.

- 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 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 _____.
- 5a. **Limitation Year** means:
- i. Plan Year
 - ii. calendar year
 - iii. tax year of the Plan Sponsor
 - iv. Other
- 5b. If A.5a is "Other", describe other Limitation Year:

Compensation

- 20a. 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(c)-2(b)(1) and excluding all those items listed in Treas. Reg. section 1.415(c)-2(c).
- 20b. If A.20a.iii (415 Safe Harbor) is selected, exclude amounts received during the year by an employee pursuant to a nonqualified unfunded deferred compensation plan to the extent includable in gross income:
 Yes No
21. 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, 132(f), 402(e)(3), 402(h), 403(b) or 457(b).
- 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
If "No" is selected, the annual Compensation for determination periods beginning before January 1, 2002, shall be \$150,000 for any determination period beginning in 1996 or earlier; \$160,000 for any determination period beginning in 1997, 1998, or 1999; and \$170,000 for any determination period beginning in 2000 or 2001.
- 23a. Include Post Severance Compensation in definition of Compensation for purposes of benefit accrual:
 Yes No
- 23b. If A.23a is "Yes", effective date of inclusion of Post Severance Compensation shall be limitation years beginning on or after: _____
NOTE: The effective date may not be earlier than January 1, 2005.
- 23c. Determine compensation for purposes of benefit accrual 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.
- 23d. If A.23c is "Yes", effective date of inclusion of Post Year End Compensation shall be limitation years beginning on or after: _____
NOTE: The effective date may not be earlier than January 1, 2005.
- 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
NOTE: The elections specified in A.20b and A.23a - A.23g will also apply for purposes of Testing Compensation.

Compensation Exclusions

24. 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.

25. Exclude compensation paid before participation in Plan from definition of Compensation:
 Yes No
NOTE: If "Yes" is checked, Compensation shall include only that compensation which is actually paid to the Participant by the Company while the Participant is participating in the Plan. If "No" is checked, Compensation shall include that compensation which is actually paid to the Employee by the Company during any year of employment.
- 26a. Exclude other pay from definition of Compensation for the following Participants:
i. None
ii. Highly Compensated Employees only
iii. All Participants
NOTE: If **A.26a.iii** (All Participants) is selected, the definition of Compensation will not be a safe harbor definition within the meaning of Treas. Reg. 1.414(s)-1(c).
- 26b. If **A.26a.ii** or **A.26a.iii** is selected, describe other pay excluded from definition of Compensation: _____
NOTE: The pay specified above must be objectively determinable and may not be specified in a manner that is subject to Company discretion.

Testing Compensation

27. 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(c)-2(b)(1) and excluding all those items listed in Treas. Reg. section 1.415(c)-2(c).
NOTE: The elections specified in **A.20b** and **A.23a - A.23g** will also apply for purposes of Testing Compensation.

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:
i. Last birthday
ii. Nearest birthday
32. 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.
NOTE: The choice of definition of Disability may affect whether the Plan provides a qualified disability benefit.
33. Name of state or commonwealth for choice of law (Section 14.05): _____

Actuarial Assumptions - Non Lump Sum

- 42a. Enter non lump sum pre-retirement mortality assumption: _____
42b. Enter non lump sum pre-retirement interest rate assumption: _____
43a. Enter non lump sum post-retirement mortality assumption: _____
43b. Enter non lump sum post-retirement interest rate assumption: _____

Actuarial Assumptions - Applicable Interest Rate

44. Enter stability period for purposes of determining the applicable interest rate:
- a. month
 - b. Plan quarter
 - c. Plan Year
 - d. calendar quarter
 - e. calendar year
45. When determining the applicable interest rate, 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 first day of the Plan Year
NOTE: The choice "first day of the Plan Year" of A.46 can only be selected if the Plan's TRA'86 and GUST documents contained provisions that utilized the first day of the Plan Year to determine the applicable interest rate - otherwise another choice must be made. If A.46 is "first day of the Plan Year", A.44.c (Plan Year) must be selected.
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

B. ELIGIBILITY

Exclusions

The term "Eligible Employee" shall not include (Check items B.1 - B.4a as appropriate):

- 1. Union. Any Employee who is included in a unit of Employees covered by a collective bargaining agreement, if retirement benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.
- 2. Any Leased Employee. (as defined in Article 2).
- 3. Non-Resident Alien. Any Employee who is a non-resident alien who received no earned income (within the meaning of Code section 911(d)(2)) which constitutes income from services performed within the United States (within the meaning of Code section 861(a)(3)).
- 4a. Other. Other Employees described in B.4b.
- 4b. If B.4a is selected, describe other excluded Employees from definition of Eligible Employee: _____
NOTE: Any classification specified in B.4b must be an objectively defined classification of Employees, be done on a non-discriminatory basis and must comply with Code section 410(a).
- 5. Opt-Out. An Employee may irrevocably elect not to participate in the Plan:
 Yes No

Other Employer Service

- 6a. Count a maximum of five years of service with other non-affiliated employers that do not participate in the Plan for eligibility purposes:
 Yes No
- 6b. If B.6a is "Yes", list other non-affiliated employers and describe any conditions and/or limitations that may apply:

Break in Service

- 7a. Rule of parity. If an Employee does not have any nonforfeitable right to the Accrued Benefit derived from Employer contributions, exclude eligibility service before a period of five (5) consecutive One-Year Breaks in Service/Periods of Severance.
 Yes No
- 7b. One-year holdout. If an Employee has a One-Year Break in Service/Period of Severance, exclude eligibility service before such period until the Employee has completed a Year of Eligibility Service after returning to employment with the Employer determined in accordance with applicable regulations.
 Yes No

Immediate Participation

- 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: _____.
NOTE: Such conditions and/or limitations may not violate Code section 410.

Eligibility Service Computation Rules

- 9a.** Eligibility service computation method. (Unless **B.9a.ii** (Elapsed Time) is selected, the Plan will use the Hours of Service method for determining eligibility service.) If **B.9a.ii** (Elapsed Time) is selected, questions **B.9b** through **B.9d** are disregarded:
- i.** Hours of Service
 - ii.** Elapsed Time
- 9b.** Eligibility Computation Period switch to Plan Year:
 Yes No
- 9c.** 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
- 9d.** If **B.9c.i** is not selected, the hours equivalency selected in **B.9c** shall apply to:
- i.** All Employees
 - ii.** Only Employees not paid on a per-hour basis.

Eligibility Requirements and Entry Dates

- An Eligible Employee shall become eligible to participate in the Plan in accordance with Section 3.01 at the time specified in **B.13** upon meeting the requirements of **B.10 - B.12**:
- 10.** Minimum age requirement: _____ (21 maximum - leave blank or enter "0" if none)
- 11a.** Minimum service requirement (Cannot exceed 1 year, unless the Plan provides a nonforfeitable right to 100% of the Participant's Accrued Benefit after not more than 2 years of service, in which case up to 2 years is permitted.):
- i.** None
 - ii.** Completion of _____ of Eligibility Service (Not to exceed 2. See **B.11b** for hours of service required for a year of service if the Plan does not use the Elapsed Time method in **B.9a**.)
 - 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.11a.iii - B.11a.v** is selected, the service requirement under **B.11a** 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.11a** shall be determined under the terms and conditions as is specified for determining a Year of Eligibility Service.
- NOTE:** If **B.11a.iv** is selected, the service requirement under **B.11a** shall be deemed met at the time the specified number of Hours of Service are completed.
- 11b.** If **B.11a.ii** is selected and if **B.9a.i** (Hours of Service) is selected, enter the number of Hours of Service necessary for Year of Eligibility Service: _____ (Not more than 1,000. If left blank, the Plan will use 1,000 Hours of Service.)
- 12a.** In addition to the foregoing, the Plan provides for additional eligibility requirements to participate in the Plan:
 Yes No
- 12b.** If **B.12a** is "Yes", describe any other eligibility requirements: _____.
NOTE: These other eligibility requirements must comply with the requirements of Code section 410(a) and applicable Treasury Regulations.
- 13a.** Frequency of entry dates:
- i.** An Eligible Employee shall become a Participant immediately upon meeting the requirements of **B.10** through **B.12**.

- ii. first day of each calendar month
 - iii. first day of each plan quarter
 - iv. first day of the first month and seventh month of the Plan Year
 - v. first day of the Plan Year
 - vi. the dates specified in **B.13c**.
- 13b.** If **B.13a.i** and **B.13a.vi** (immediate entry/dates specified in **B.13c**) are not selected, an Eligible Employee shall become a Participant on the entry date selected in **B.13a** 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.10** through **B.12** are met.
- 13c.** If **B.13a.vi** (dates specified in **B.13c**) is selected, describe the other entry dates: _____.
- 14a.** Plan was frozen as to new Participants:
 Yes No
- 14b.** If **B.14a** is "Yes", no Eligible Employees shall become eligible to participate in the Plan after: _____.

C. BENEFITS

Pension - Service

- 10a.** Require service for a Participant to receive an allocation of Employer Credits:
 Yes No
- 10b.** Benefit service computation method:
- i. Hours of Service
 - ii. Elapsed Time
- NOTE:** "Elapsed Time" means the period of time which elapses while the Employee is employed (while the employment relationship exists) with the Company, subject to the exemptions, terms and conditions of DOL Reg. section 2530.200b-9.
- 11a.** If **C.10a** is "Yes" and **C.26.a.i** (Plan Year) is selected, a Participant will satisfy the service requirement for an applicable Plan Year in order to receive an allocation of Employer Credits if he or she is employed by the Company on the last day of the applicable Plan Year or completes at least the number of Hours of Service/consecutive calendar months of service during the applicable Plan Year as indicated below:
- i. No - The service requirement shall be determined pursuant to **C.11b** or **C.10b.ii** without the application of this **C.11a**.
 - ii. Yes - **C.11b** shall not apply. The number of Hours of Service (if **C.10b.i** is selected) or the number of consecutive calendar months of service (if **C.10b.ii** is selected) during the applicable Plan Year that a Terminated Participant must complete is the following: _____.
- NOTE:** If **C.11a.ii** is selected, **C.26.a.i** (Plan Year) must be selected for the Determination Period.
NOTE: If **C.11a.ii** and **C.10b.i** (Hours of Service) are selected, the following applies: **C.11a.ii** may not be more than 1,000. In order to automatically pass Code section 410(b) for purposes of the service requirement, the Plan should use not more than 501. If left blank, the Plan will use 501.
NOTE: If **C.11a.ii** and **C.10b.ii** (Elapsed Time) are selected, the following applies: **C.11a.ii** may not be more than 12. In order to automatically pass Code section 410(b) for purposes of the service requirement, the Plan should use not more than 3. If left blank, the Plan will use 3.
- 11b.** If **C.10a** is "Yes" and **C.10b.i** and **C.11a.i** are selected, Hours of Service required in the applicable Determination Period (**C.26.a**) for a Participant to receive an allocation of Employer Credits: _____ (Not more than 1,000 if the Determination Period is the Plan Year. This limit is reduced commensurately for each other Determination Period.)
- 11c.** If **C.10a** is "Yes" and **C.10b.i** are selected, select equivalency for the Hours of Service requirement of **C.11a** or **C.11b**:
- 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
- 11d.** If **C.11c.i** is not selected, the hours equivalency selected in **C.11c** shall apply to:
- i. All Employees
 - ii. Only Employees not paid on a per-hour basis.
- 12a.** Method to fix Code section 401(a)(26) and section 410(b) coverage failures (Section 4.01(c)):
- i. Ignore Section 4.01(c) - Do not automatically add any Participants.
 - ii. Section 4.01(c) shall apply.

12b. If **C.12a.ii** is selected, indicate the Participants eligible to receive increased benefit accruals under Section 4.01(c)(2)(A): _____.
NOTE: For example, all Participants, all Nonhighly Compensated Employees who are Participants, or "None" if Section 4.01(c)(2)(A) is not used.

12c. If **C.12a.ii** is selected, indicate the target benefit accrual rate under Section 4.01(c)(2)(A): _____.
NOTE: The information entered in the blank should include a percentage and the compensation used to calculate the percentage. For example: "0.5% of Compensation averaged over X Years".

Accrual Rule

Accrual rule. The Plan shall comply with the accrual rule specified in Section 4.01(b).

Pension - Formula

24. Employer Credits. Employer Credits shall be determined as follows:

i. **Percentage of Compensation.** An amount equal to _____ percent of Compensation during the Determination Period.

NOTE: It is not clear that the Plan will meet the safe harbor requirements for cash balance plans after the effective date of the Pension Protection Act even if **C.24.i** is selected. An actuary should be consulted as to whether the formula complies with the nondiscrimination requirements of Code section 401(a)(4).

ii. **Groups.**

Group One: _____. An amount equal to:

_____ percent of Compensation during the Determination Period.

\$ _____ for each Determination Period.

Greater of \$ _____ or _____ percent of Compensation for each Determination Period.

Lesser of \$ _____ or _____ percent of Compensation for each Determination Period.

Group Two: _____. An amount equal to:

_____ percent of Compensation during the Determination Period.

\$ _____ for each Determination Period.

Greater of \$ _____ or _____ percent of Compensation for each Determination Period.

Lesser of \$ _____ or _____ percent of Compensation for each Determination Period.

Group Three: _____. An amount equal to:

_____ percent of Compensation during the Determination Period.

\$ _____ for each Determination Period.

Greater of \$ _____ or _____ percent of Compensation for each Determination Period.

Lesser of \$ _____ or _____ percent of Compensation for each Determination Period.

Group Four: _____. An amount equal to:

_____ percent of Compensation during the Determination Period.

\$ _____ for each Determination Period.

Greater of \$ _____ or _____ percent of Compensation for each Determination Period.

Lesser of \$ _____ or _____ percent of Compensation for each Determination Period.

Group Five: _____. An amount equal to:

_____ percent of Compensation during the Determination Period.

\$ _____ for each Determination Period.

Greater of \$ _____ or _____ percent of Compensation for each Determination Period.

Lesser of \$ _____ or _____ percent of Compensation for each Determination Period.

Group Six: _____. An amount equal to:

_____ percent of Compensation during the Determination Period.

\$ _____ for each Determination Period.

Greater of \$ _____ or _____ percent of Compensation for each Determination Period.

Lesser of \$ _____ or _____ percent of Compensation for each Determination Period.

Group Seven: _____. An amount equal to:

_____ percent of Compensation during the Determination Period.

\$ _____ for each Determination Period.

Greater of \$ _____ or _____ percent of Compensation for each Determination Period.

Lesser of \$ _____ or _____ percent of Compensation for each Determination Period.

Describe any limitations and/or conditions on the amount of Employer Credits that may be earned: _____. (If blank or zero, no limitations shall apply.)

NOTE: Additional groups may be specified as an addendum to the Adoption Agreement.

iii. **Frozen Employer Credits.** The Plan was frozen as to Employer Credits as of: _____.

iv. **Other.** Employer Credits shall be determined pursuant to an addendum to the Adoption Agreement.

- 25a.** The Plan has been converted from a traditional defined benefit formula to a cash balance formula where the Accrued Benefit is the balance of a Cash Balance Account:
 Yes No
- 25b.** If **C. 25a** is "Yes" and the provisions of Section 4.04 are/were not utilized for the conversion, describe the alternate method of determining the Accrued Benefit after the conversion: _____ (leave blank if Section 4.04 applies to the Plan).
NOTE: If the conversion occurred after June 29, 2005, the method of determining the Accrued Benefit after the conversion must comply, at a minimum, with the plan conversion rules of Section 4.04, Code section 411(b)(5)(B)(ii) and Treas. Reg. section 1.411(b)(5)-1(c).
- 26a.** Determination Period:
i. Plan Year
ii. Six month period
iii. Three month period
iv. Calendar month period
- 26b.** The first Determination Period shall commence:
i. on the first day of the Plan Year in which the Participant first becomes eligible to participate in the Plan.
ii. on the date the Participant first becomes eligible to participate in the Plan.
NOTE: The provisions of **C.26** should be coordinated with the Plan's entry date(s) in **B.13**.

Interest Crediting Rate

- 27.** Applicable Interest Crediting Rate: _____.
NOTE: Effective as of the PPA Effective Date specified in **C.30**, the rate entered may not be greater than a market rate of return. See Treas. Reg. section 1.411(b)(5)-1(d) for a list of acceptable Applicable Interest Crediting Rates. After the Proposed Regulation Effective Date specified in **C.31b**, the Plan may also use the rates specified in Prop. Treas. Reg. section 1.411(b)(5)-1(d).
NOTE: The right to interest credits in the future that are not conditioned on future service constitutes a Code section 411(d)(6) protected benefit (as defined in Treas. Reg. Section 1.411(d)-3(g)(14)). Thus, to the extent that benefits have accrued under the terms of the Plan that entitle the Participant to future interest credits, an amendment to the Plan to change the interest crediting rate must satisfy Code section 411(d)(6) if the revised rate under any circumstances could result in interest credits that are smaller as of any date after the applicable amendment date than the interest credits that would be provided without regard to the amendment. See Treas. Reg. section 1.411(b)(5)-1(e)(3), and after the Proposed Regulation Effective Date specified in **C.31b**, Prop. Treas. Reg. section 1.411(b)(5)-1(e)(3).
- 28.** If the Applicable Interest Crediting Rate entered in **C.27** is a variable rate, enter the stability period for purposes determining the Applicable Interest Crediting Rate:
a. N/A – The Plan uses a fixed interest rate for the Applicable Interest Crediting Rate
b. daily
c. month
d. Plan quarter
e. Plan Year
f. calendar quarter
g. calendar year
NOTE: If the rate entered in **C.27** is a fixed interest rate (e.g., 5%), **C.28** should be "N/A - Plan uses fixed interest rate", and **C.29a** through **C.30** do not apply for purposes of determining the Applicable Interest Crediting Rate.
- 29a.** If **C.28** is not "N/A - Plan uses fixed interest rate" or "daily", when determining the Applicable Interest Crediting Rate, are averages used in computing the lookback month:
 Yes No
- 29b.** If **C.28** is not "N/A - Plan uses fixed interest rate" or "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 "N/A - Plan uses fixed interest rate" or "daily" and **C.29a** is "Yes", enter number of consecutive months to average:
 two three four five
- 29d.** If **C.28** is not "N/A - Plan uses fixed interest rate" or "daily" and **C.29a** is "Yes", enter last month of average period (month preceding stability period):
 first month second month third month fourth month
NOTE: If **C.28** is not "N/A - Plan uses fixed interest rate" or "daily", the Applicable Interest Crediting Rate shall be the rate in effect during lookback month/averaging period specified in **C.29** and shall remain in effect during the stability period specified in **C.28**, which shall be determined on the last day of each Determination Period in **C.26**.
- 30.** If **C.28** is not "N/A - Plan uses fixed interest rate" and if an Accrued Benefit is not currently payable, the Applicable Interest Crediting Rate for the Interest Credits of each future Determination Period through the Participant's Normal Retirement Age (or current age, if later) to determine a Participant's Projected Cash Balance Account is:

- a. The Applicable Interest Crediting Rate (even if negative) of the current Determination Period.
 - b. The greater of the Applicable Interest Crediting Rate of the current Determination Period, or 0%.
 - c. An average (even if negative) of the Applicable Interest Crediting Rates of the current Determination Period and of one or more consecutive Determination Periods immediately preceding the current Determination Period (not to exceed 5 years in the aggregate). The total number of consecutive Determination Periods to be averaged is _____.
 - d. The greater of an average of the Applicable Interest Crediting Rates of the current Determination Period and of one or more consecutive Determination Periods immediately preceding the current Determination Period (not to exceed 5 years in the aggregate), or 0%. The total number of consecutive Determination Periods to be averaged is _____.
 - e. Other: _____.
- NOTE:** If C.30 is "Other", such interest rate must be objectively determinable, and cannot be specified in a manner that is subject to the Company's/Plan Administrator's discretion.

PPA and Proposed Regulation Effective Dates

- 31a. Effective date of the provisions of the Pension Protection Act of 2006: _____.
NOTE: If the Plan was not in existence on June 29, 2005, the date entered must be the first day of the Plan's first Plan Year. However, if the Plan was in existence on June 29, 2005, the date entered must not be later than the first day of the first Plan Year beginning after December 31, 2007. If the Plan is maintained pursuant to one of more collective bargaining agreements, a later effective date may apply.
- 31b. Effective date of provisions reflecting the Proposed Treasury Regulations issued October 19, 2010 (the "Proposed Regulation Effective Date"): _____.
NOTE: The effective date of the Proposed Regulations issued October 19, 2010 is generally the first day of the Plan Year that begins on or after January 1, 2012. However, an earlier effective date is permitted, if the effective date is not earlier than October 19, 2010. This effective date has been extended under IRS Notice 2011-85 to a date that is not earlier than January 1, 2013.

Offset of Benefit by Other Plan

- 32a. Benefits are reduced for benefits payable under another defined benefit plan (Section 4.02(b)):
 Yes No
- 32b. If C.32.a is "Yes", enter name of plan or plans: _____
- 32c. If C.32.a is "Yes", method to use to reduce benefits in this Plan: _____
- 33a. The benefit is offset by a benefit in a defined contribution plan (Section 4.02(a)):
 Yes No
- 33b. If C.33a is "Yes", enter name of defined Contribution Plan and method used to determine offset: _____
NOTE: If C.33a is "Yes", the Plan will not satisfy the nondiscrimination safe harbors unless all of the provisions of Treas. Reg. 1.401(a)(4)-8(d) are satisfied.

Rollovers

- 47a. Rollover Contributions are permitted (Section 7.13):
 - 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
- 47b. If C.47a is not "No", Rollover Contributions are permitted from (Section 7.13(b)(2)):
 - i. All qualified plans and tax favored vehicles allowed under Code section 402
 - ii. Only qualified plans under Code section 401(a) and conduit IRAs
- 47c. If C.47a is not "No" and C.47b.i is selected, enter the effective date: _____ (must be after December 31, 2001)

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: _____
NOTE: If C.48a is "No" the correction specified in Section 5.01(c) shall apply to this Plan.
- 48c. Provide benefit increases resulting from increases in Code Section 415(b) as amended by EGTRRA:
 Yes No
- 48d. If C.48c is "Yes", increases in Code Section 415(b) limits apply to:
 - Current Participants only
 - All current and former Participants

49. In determining the 100% of Compensation Limitation, High Three-Year Average Compensation is computed using (Section 5.03(f)):
 Plan Year Calendar Year
50. In addition to determining the limitations of Article 5 for an optional form of benefit at the end of the benefit calculation, also apply the limitations of Article 5 to the normal form of benefit before such conversion:
 Yes No
51. 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
52. Enter the effective date of application of the mortality table described in Code section 417(e)(3)(B) for purposes of Code section 415: _____.

Benefit Accrual/Payment Benefit Restrictions

55. Indicate whether the accrual limitations under Code section 436(e) will continue to apply to benefit accruals after such limitations no longer apply to the Plan (Section 5.05(e)(2)):
 Yes No
NOTE: If "Yes" is selected, pursuant to Treas. Reg. section 1.436-1(a)(4)(i)(B) if a limitation on benefit accruals under Code section 436(e) applied to the Plan as of a section 436 measurement date and such limit no longer applies to the Plan as of a later section 436 measurement date, then that limitation shall continue to apply to benefit accruals that are based on service on or after that later section 436 measurement date.
56. If C.55 is "No", indicate whether the Plan shall provide for the automatic restoration of benefit accruals that had been limited under section 436(e) (Section 5.05(e)(2)):
 Yes No
NOTE: If "Yes" is selected, pursuant to Treas. Reg. section 1.436-1(a)(4)(ii), and subject to applicable qualification requirements and Treas. Reg. section 1.436-1(c), benefit accruals that were not permitted to accrue because of the application of Code section 436(e) shall be restored when that limitation ceases to apply if (1) the continuous period of the limitation was 12 months or less and (2) the Plan's enrolled actuary certifies that the adjusted funding target attainment percentage for the Plan Year would not be less than 60 percent taking into account any restored benefit accruals for the prior Plan Year (5.05(c)(3)).
57. Indicate whether a Participant who had an annuity starting date when a payment limitation under Code section 436(d) applied to the Plan will be provided with the opportunity to have a new annuity starting date (Section 5.05):
 Yes No
NOTE: If "Yes" is selected, pursuant to Treas. Reg. section 1.436-1(a)(4)(ii), after the section 436 measurement date on which the limitation on prohibited payments under Code section 436(d) ceases to apply to the Plan, any Participant or Beneficiary who had an annuity starting date within the period during which that limitation applied to the Plan is permitted to make a new election (within 90 days after the section 436 measurement date on which the limit ceases to apply or, if later, 30 days after receiving notice of the right to make such election) under which the form of benefit previously elected is modified at a new annuity starting date to be changed to a single sum payment for the remaining value of the Participant's or Beneficiary's benefit under the Plan, subject to the other rules of the Plan (including Section 5.05(b)(1)) and applicable requirements of Code section 401(a), including spousal consent.
58. Separate elections are permitted with respect to the restricted and unrestricted portions of the optional form of benefit: (Section 5.05(b)(1))
 Yes No
NOTE: If an optional form of benefit that is otherwise available under the terms of the Plan is not available as of the annuity starting date because of the application of Section 5.05(b)(1) and no additional information from the Participant or Beneficiary (such as information regarding a social security leveling optional form of benefit) is needed to make that determination, rather than wait for the Participant or Beneficiary to elect such optional form of benefit, separate elections shall be permitted with respect to the restricted and unrestricted portions of that optional form of benefit. This rule applies to all such optional forms and the Plan shall identify the option that the bifurcation election described under Section 5.05(b)(1) replaces.
- 59a. Indicate whether the Plan offers optional forms of benefit that are solely available during the periods in which Section 5.05(b)(1), Section 5.05(c)(1) or Section 5.05(d) apply:
 Yes No
NOTE: Participants and Beneficiaries are permitted to elect payment in any optional form of benefit set forth in C.59b that provides for the current payment of the unrestricted portion of the benefit (as described in Treas. Reg. section 1.436-1(d)(3)(iii)(D)), with a delayed commencement for the restricted portion of the benefit (subject to other applicable qualification requirements, such as Code sections 411(a)(11) and 401(a)(9)).
- 59b. If C.59a is "Yes", describe the optional forms of benefit that are available during the restriction periods: _____.
NOTE: Any such optional forms must satisfy Treas. Reg. section 1.436-1(d) and applicable qualification requirements, including satisfaction of Code sections 417(e) and 415 at each annuity starting date.

Benefit Accruals During Qualified Military Service on Account of Death or Disability [HEART Act]

60a. For benefit accrual purposes, a Participant that dies or becomes Disabled while performing qualified military service will be treated as if he had been employed by the Company on the day preceding death or Disability and terminated employment on the day of death or Disability, and such Participant will receive benefit accruals related to the period of qualified military service pursuant to Code section 414(u)(9) (Section 4.03(d)):
 Yes No

60b. If **C.60a** is "Yes", enter the effective date: _____.
NOTE: May not be earlier than January 1, 2007.

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.
- 4.** 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.

Other Employer Service

- 5a.** Count a maximum of five years of service with other non-affiliated employers that do not participate in the Plan for vesting purposes
 Yes No
- 5b.** If **D.5a** is "Yes", list other non-affiliated employers and describe any conditions and/or limitations that may apply:
_____.

Vesting Exceptions

- 6.** Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee (Section 6.01):
 Yes No
- 7.** Provide for full vesting for a Participant who Terminates employment with the Employer due to Disability while an Employee (Section 6.01):
 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 determined in accordance with applicable regulations.
 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.

PPA Vesting Schedule

- 20.** Cash Balance Vesting Schedule (Section 6.01):
 100% 3 Year Cliff 2 Year Cliff Other
NOTE: The effective date of the schedule described in **D.20** shall be the PPA effective date specified in **C.30** and shall apply only to Participants who have an Hour of Service on or after such date.
- 21a.** Other Schedule - less than 1 year: _____
- 21b.** Other Schedule - 1 year but less than 2 years: _____
- 21c.** Other Schedule - 2 years but less than 3 years: _____
- 21d.** Other Schedule - 3 or more years: 100%

Prior Vesting Schedule

- 30.** Prior Vesting Schedule (Section 6.01):
 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
NOTE: If either the Plan's Vesting Schedule prior to the PPA Effective Date (**C.30**) complied with PPA's requirements, or the Plan was not in existence on June 29, 2005, then choose "None".
NOTE: If the Plan's prior Vesting Schedule did not comply with PPA's requirements (Code section 411(a)(13)(B)) and is being amended to a different schedule, enter the prior Vesting Schedule in **C.30** and enter the new Vesting Schedule in **D.20**.
- 31a.** Other Schedule - less than 1 year: _____
- 31b.** Other Schedule - 1 year but less than 2 years: _____
- 31c.** Other Schedule - 2 years but less than 3 years: _____
- 31d.** Other Schedule - 3 years but less than 4 years: _____
- 31e.** Other Schedule - 4 years but less than 5 years: _____
- 31f.** Other Schedule - 5 years but less than 6 years: _____
- 31g.** Other Schedule - 6 years but less than 7 years: _____
- 31h.** Other Schedule - 7 or more years: 100%
NOTE: Any vesting schedule described in **D.31** must provide vesting at least as rapidly as the "5 Year Cliff" vesting schedule or the "3-7 Year Graded" vesting schedule.
- 32.** If **D.30** is not "None", the prior vesting schedule shall apply to Participants as follows: _____.

Other

- 33a.** The Plan has a vesting schedule other than the schedule described in **C.20**:
 Yes No
- 33b.** If **D.33a** is "Yes", describe the other vesting schedule: _____.
- 33c.** If **D.33a** is "Yes", describe the Participants to which the other vesting schedule applies: _____.
NOTE: Any vesting schedule described in **D.33** must comply with Code section 411(a)(13)(B).

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 number of years of participation specified in **E.1c**.
- 1b.** Age component of Normal Retirement Age (not to exceed 65 or less than 55): _____.
NOTE: The age selected must not be earlier than the earliest retirement age that is reasonably representative of the typical retirement age for the industry in which the plan participants work. Age 62 or older automatically meets this requirement.
- 1c.** If **E.1a.ii** is selected, number of years after date of participation for Normal Retirement Age (maximum of five): _____
- 1d.** Is it 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 date specified in **E.1f**.
- 1e.** If **E.1d** is "Yes", describe the Plan provisions that will prevent the Plan from violating the Code and ERISA: _____
NOTE: Item **E.1e** 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.
- 1f.** If **E.1d** 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.)
- 2a.** Normal Retirement Date means:
- i. First day of calendar month coincident or next following Normal Retirement Age
- ii. First day of calendar month nearest Normal Retirement Age
- iii. Anniversary date nearest Normal Retirement Age
- iv. Normal Retirement Age
- 2b.** If **E.2a.iii** is selected (Anniversary date nearest Normal Retirement Age), enter anniversary date: _____
- 3a.** Indicate when benefit payments commence with respect to a Participant who is employed beyond Normal Retirement:
- i. Commence benefits at Normal Retirement. The Participant's Accrued Benefit shall be adjusted to reflect additional Employer Credits earned after benefit commencement.
- ii. Commence Benefits at Termination. The Participant's benefit accrual for a Plan Year after Normal Retirement shall be the greater of: (1) the Employer Credits earned for such Plan Year, or (2) an actuarial adjustment required for late commencement.
- NOTE: E.3a** may not be amended in a manner that would violate Section 13.01(e).
- NOTE:** Interest Credits are never suspended in accordance with Treas. Reg. section 1.411(b)(5)-1(b)(1)(i) and (iv) Example 3.
- NOTE:** Effective as of the Proposed Regulation Effective Date specified in the Adoption Agreement any actuarial adjustment required under **E.3a.ii(2)** shall be calculated in accordance with Prop. Treas. Reg. section 1.411(a)(13)-1(b)(2)(iii) and superseding guidance and effective dates.
- 3b.** If **E.3a.i** is not selected, 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
NOTE: If **E.3b** is "Yes", payment may be made in any form otherwise permitted under the Plan under Section 7.01(a). If payment is made under **E.3b**, Actuarial Adjustments described in **E.3a.ii** will not apply.
NOTE: Notwithstanding the response to **E.3b**, benefits shall automatically commence in accordance with Section 7.01(f).

Time and Form of Payment after Termination for Normal, Early or Late Retirement

- 4a.** Normal form of benefit (Section 7.01(a)):
- i. Single life annuity
- ii. Single life annuity with term certain specified in **E.4b**.
- iii. Qualified Joint and Survivor Annuity specified in **E.4c**.
- NOTE:** Selection of a normal form of benefit other than a single life annuity may result in an inadvertent violation of the limitations of Code section 415.
- 4b.** If **E.4a.ii** is selected (normal form is "Single life annuity with term certain"), enter term in years: _____
- 4c.** Percentage of survivor benefit for Qualified Joint and Survivor Annuity _____% (Not less than 50% and not more than 100%).
- 5a.** Offer the following forms of payment in addition to the normal form of benefit for Normal and Early Retirement (Section 7.02(b)):

- i. Single life annuity
 - ii. Lump sum distribution
 - iii. Joint and survivor annuity.
- The following survivor annuities shall be available:
 50% 66-2/3% 75% 100%

The survivor may convert the survivor annuity to a lump sum upon the death of the Participant:
 Yes No

- iv. Life annuity with term certain
- v. Term certain only
- vi. Social Security level income
- vii. Installments
- viii. Other optional form of benefit: _____

5b. Permit Participant to modify benefit forms after commencement in accordance with Treas. Reg. 1.401(a)(9)-6, Q&A-13:

- i. Yes - without limitations
- ii. Yes - with the following limitations: _____
- iii. No

NOTE: Any limitations described in **E.5b.ii** must not discriminate in favor of Highly Compensated Employees.

Term Certain

6a. If **E.5a.iv** or **E.5a.v** (term certain) is selected, describe limitations on term certain periods:

- i. None
- ii. Term certain periods are limited to the following: _____

NOTE: Term Certain periods must comply with Code section 401(a)(9).

6b. If **E.5a.iv** or **E.5a.v** (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):

- i. Yes, using the following cost-of-living index: _____
- ii. No

Lump Sums

7a. If **E.5a.ii** (lump sum) is selected, select amount of benefit available for lump sum:

- i. Entire Accrued Benefit
- ii. Limited Accrued Benefit

NOTE: If **E.7a.ii** is selected, lump sum benefit is not available if present value of Accrued Benefit is greater than the amount specified in **E.7b**.

7b. If **E.5a.ii** (lump sum) is selected and **E.7a.ii** is selected, enter maximum amount of lump sum distribution: _____

7c. If **E.5a.ii** (lump sum) is selected, enter any other conditions on receiving the lump sum (such as age and service): _____

7d. If **E.5a.ii** (lump sum) is selected, a Participant may choose a partial lump sum in addition to an annuity:

- Yes No

7e. If **E.5a.ii** (lump sum) is selected, permit in-kind distributions:

- Yes No

7f. If the Plan does not otherwise permit a lump sum distribution of the entire Accrued Benefit, permit a lump sum distribution of entire Accrued Benefit on Plan termination:

- Yes No

NOTE: In addition to any lump sum permitted in **E.7f**, the Plan allows any form of distribution upon Plan termination otherwise allowed for Normal/Early Retirement.

Permitted Beneficiary

8. If an option is selected in **E.5a** that permits designation of a beneficiary, limit beneficiary to Participant's spouse:

- Yes No

Early Retirement

9. Plan provides an Early Retirement Benefit payable under the optional forms described in **E.4-E.8** (Section 7.01(c)):

- Yes No

10a. Early Retirement Age means:

- i. Attainment of the Age specified in **E.10b**.
- ii. Later of attainment of the Age specified in **E.10b** and the number of years of participation specified in **E.10c**.

- iii. Earlier of attainment of the Age specified in **E.10b** and the number of years of participation specified in **E.10c**.
- iv. Attainment of the sum of the Age specified in **E.10b** and the number of years of participation specified in **E.10c**.
- 10b.** Age component of Early Retirement Age (not to exceed 65): _____
- 10c.** If **E.10a.i** is not selected, number of years of participation for Early Retirement Age: _____
- 10d.** If **E.10a.i** is not selected, use Years of Eligibility Service in lieu of years of participation in **E.10**:
 Yes No
- 11a.** Early Retirement Date means:
 - i. First day of calendar month coincident or next following Early Retirement Age
 - ii. First day of calendar month nearest Early Retirement Age
 - iii. Anniversary date coincident or next following Early Retirement Age
 - iv. Anniversary date nearest Early Retirement Age
 - v. Early Retirement Age
- 11b.** If **E.11a.iii** or **E.11a.iv** is selected (Anniversary date coincident or next following/nearest Early Retirement Age), enter anniversary date: _____
- 12a.** Specify either the method of reducing the Participant's Early Retirement Benefit for the number of Annual/Monthly periods that a Participant's Early Retirement Date precedes his projected Normal Retirement Date, or an unreduced Accrued Benefit:
 - i. Reduced in one step
 - ii. Reduced in one step - actuarially reduced thereafter
 - iii. Reduced in two steps
 - iv. Reduced in two steps - actuarially reduced thereafter
 - v. Actuarial Equivalent of Normal Retirement Benefit
 - vi. Unreduced Accrued Benefit

NOTE: If any option other than **E.12a.v** (Actuarial Equivalent) or **E.12a.vi** (Unreduced Accrued Benefit) is selected, the percentages specified in **E.12c** and **E.12d** must be reasonable.
- 12b.** If **E.12a.i** - **E.12a.iv** is selected, enter the frequency of the periodic reduction:
 - i. Annual
 - ii. Monthly
- 12c.** If **E.12a.i** - **E.12a.iv** is selected, a Participant's Early Retirement Benefit shall be reduced by _____% for each Annual/Monthly period described in **E.12b** that his Early Retirement Date precedes his projected Normal Retirement Date. This reduction shall apply for _____ periods preceding his Normal Retirement Date.
- 12d.** If **E.12a.iii** - **E.12a.iv** is selected, a Participant's Early Retirement Benefit shall be reduced by _____% for each Annual/Monthly period described in **E.12b** that his Early Retirement Date precedes the time period described in **E.12c**. This reduction shall apply for _____ periods preceding the time period described in **E.12c**.
- 12e.** If **E.9** is "Yes", provide for 100% vesting upon the attainment of Early Retirement Age while an Employee (Section 6.01):
 Yes No

Disability Retirement

- 13.** Amount of Disability Benefit (7.01(b)):
 - i. None
 - ii. Benefits shall not commence but the Participant shall continue to accrue a benefit at the same rate (and using the same compensation) as was in effect immediately prior to the Disability.
 - iii. Temporary benefit equal to _____% of the estimated monthly normal retirement benefit. The amount of the monthly Disability benefit shall be equal to the specified percentage of the Participant's normal retirement benefit specified in Section 7.01(a) without reduction for early commencement. A Participant's disability benefit shall not reduce his benefit payable at the Participant's Normal Retirement Date.
 - iv. Other Disability Benefit: _____
- 14a.** If **E.13.iii** or **E.13.iv** is selected, Disability Retirement Date means the date specified below:
 - i. First of subsequent calendar month following the end of the elimination period specified in **E.14b**.
 - ii. Other
- 14b.** If **E.14a.i** is selected (First of subsequent calendar month), the elimination period shall end on the last day of the month specified below following the date the Plan Administrator determines a Participant is Disabled:
 None first second third fourth fifth sixth ninth
- 15.** If **E.14a.ii** is selected (Other), enter Disability Retirement Date and the elimination period: _____.

Other vested termination benefits

- 16a.** Offer a lump sum distribution of the vested balance of the Cash Balance Account to a vested, Terminated Participant before Early/Normal Retirement:
- i. No
 - ii. Yes - with limitation
 - iii. Yes - without limitation
- NOTE:** If **E.16.ii** is selected, lump sum benefit is not available if the nonforfeitable balance of the Cash Balance Account is greater than the amount specified in **E.18**.
- 16b.** Offer the forms of payment for Normal and Early Retirement in **E.5a** subject to any applicable conditions/limitations to a vested, Terminated Participant before Early/Normal Retirement:
- i. No
 - ii. Yes
- 16c.** The benefit payable to a vested, Terminated Participant pursuant to **E.16a** and/or **E.16b** is the:
- i. Vested balance of the Cash Balance Account if **E.16a** is not "No", and/or the Actuarial Equivalent of the vested balance of the Cash Balance Account if **E.16b** is "Yes"
 - ii. Actuarial Equivalent of the vested benefit payable at Early Retirement, if **E.9** is "Yes"
 - iii. Other: _____.
- NOTE:** The "Other" benefit specified above must be objectively determinable, and cannot be specified in a manner that is subject to the Company's/Plan Administrator's discretion.
- 17a.** If **E.16a** and/or **E.16b** are not "No", enter date paid:
- i. Upon Termination of Employment
 - ii. Designated number of months following Termination
 - iii. After a One-Year Break in Service/One-Year Period of Severance (in accordance with the vesting rules)
 - iv. Anniversary date following Termination
- 17b.** If **E.17a.ii** is selected (Designated number of months following Termination), enter number of months: _____.
- 17c.** If **E.17a.iv** is selected (Anniversary date following Termination), enter date: _____.
- 18.** If **E.16a.ii** is selected (Yes - with limitation), enter maximum amount of lump sum: _____.
- 19.** If **E.16a** and/or **E.16b** are not "No", permit in-kind distributions:
 Yes No

Death Benefits

- 20.** Amount of death benefit (Section 7.02(c)):
- i. Qualified Preretirement Survivor Annuity only
 - ii. Accrued Benefit
 - iii. Percentage of Accrued Benefit
 - iv. Multiple of Monthly Benefit
 - v. Other: _____.
- NOTE:** If **E.20.v** is selected, the death benefit must be definitely determinable and cannot violate the incidental death benefit rules described in Section 9.06(c).
- 21.** If **E.20.i** (QPSA only) is not selected, limit beneficiary to Participant's spouse:
 Yes No
- 22.** If **E.20.iii** or **E.20.iv** is selected, enter percentage or multiple: _____ (If **E.20.iv** is selected, not greater than 100)
NOTE: The entered percentage or multiple of **E.22** may not violate the incidental death benefit rules described in Section 9.06(c).
- 23a.** If **E.20.i** (QPSA only) is not selected, offer the following forms of payment in addition to a Single Life Annuity that is the actuarial equivalent of the benefit described in **E.20** (check all that apply):
- i. Lump sum distribution
 - ii. Lump sum distribution - with limitation
 - iii. Life annuity with term certain
 - iv. Installments
- NOTE:** If **E.23a.ii** is selected, lump sum benefit is not available if present value of the death benefit is greater than the amount specified in **E.23d**.
- 23b.** If **E.23a.iii** (term certain) is selected, describe limitations on term certain periods:
- i. None
 - ii. Term certain periods are limited to the following: _____
- NOTE:** Term Certain periods must comply with Code section 401(a)(9).
- 23c.** If **E.23a.iii** (term certain) is selected, indicate whether a Participant may elect an increasing annuity pursuant to Treas. Reg. section 1.401(a)(9)-6, Q&A-14(a)(1):
 Yes, using the following cost-of-living index: _____
 No
- 23d.** If **E.23a.ii** is selected (lump sum - with limitation), enter maximum amount of lump sum: _____.
- 23e.** If **E.23a.i** (lump sum) is selected, a Participant's 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: \$_____ (\$5,000 maximum)(\$5,000 unless otherwise specified. If zero, the Plan will not automatically cash out participants).
- 28b.** Involuntary cash-out amount for purposes of Section 7.04 (J&S consent requirements): \$_____ (\$5,000 maximum)
- 29a.** It is necessary to provide an effective date for the cash out amounts specified in **E.28:**
 Yes No
- 29b.** If **E.29a** is "Yes", enter the effective date of the change in the amount specified in **E.28a:** _____
- 29c.** If **E.29a** is "Yes", enter the effective date of the change in the amount specified in **E.28b:** _____
NOTE: May not be earlier than the Effective Date.
- 29d.** Exclude amounts attributable to Rollover Contributions in determining the nonforfeitable balance of the Cash Balance Account for purposes of the Plan's involuntary cash-out rules (Sections 7.03(e) and 7.04(a)):
 Yes No
- 29e.** If **E.29d** is "Yes", the election shall apply with respect to distributions made on or after _____ (Enter a date no earlier than January 1, 2002.)

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:
- 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
 - Age 70-1/2. April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2
 - Election. The option provided in **E.32.i**; provided that a Participant may elect to commence distributions pursuant to either **E.32.i** or **E.32.ii**.

401(a)(9) Regulations

- 33a.** Effective date of adoption of final section 1.401(a)(9)-6 regulations (Section 7.15):
2002. Beginning _____ (enter a date in 2002). If any minimum required distributions were made in 2002 prior to the date specified, the transition rule described in section 1.2 of Model Amendment 2 in Rev. Proc. 2002-29, 2002-1 C.B. 1176, also applies.
 2003. Beginning with the 2003 calendar year
 2004. Beginning with the 2004 calendar year
 2005. Beginning with the 2005 calendar year
 2006. Beginning with the 2006 calendar year
- 33b.** If **E.33a.i** or **E.33a.ii** (2002/2003) is not selected, for purposes of determining minimum required distributions for the calendar years specified below, the requirements of the intervening proposed and temporary regulations apply:
- F-3 and F-3A of section 1.401(a)(9)-1 of the 1987 proposed regulations apply for distributions in calendar year(s) _____.
 - A-1 of section 1.401(a)(9)-6 of the 2001 proposed regulations applies for distributions in calendar year(s) _____.
 - Section 1.401(a)(9)-6T of the temporary regulations applies for distributions in calendar year(s) _____.
 - A reasonable and good faith interpretation of the requirements of Code section 401(a)(9) applies for distributions in calendar year(s) _____.
- NOTE:** Any calendar years entered in **E.33b** must precede the year specified in **E.33a** and a given calendar year may not be entered twice.
- 33c.** Allow a designated beneficiary who is receiving payments under the 5-year rule to make a new election until December 31, 2003 to receive payments under the life expectancy rule pursuant to Section 7.15(j)(3):
 Yes No

F. IN SERVICE WITHDRAWALS & LOANS

Other Withdrawals

1. At Any Time (Section 8.01). In-service withdrawals are allowed from a Participant's Segregated Account, if any, 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:
i. Yes - under any distribution option offered to a terminated Participant.
ii. Yes - limited to the following terms and conditions: _____.
iii. No.
- 2b. If F.2a is "Yes", effective date shall be Plan Years beginning on or after: _____.
NOTE: May not be earlier than January 1, 2007.

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: _____ (Not greater than \$1,000. Leave blank or enter "0" if none.)
15. Maximum number of loans outstanding: _____ (If blank, the maximum number of loans is one.)
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 (Section 9.06):
i. None
ii. All Participants
iii. Participants with an attained Age
iv. Participants with attained service
v. 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.i is not selected, indicate whether the amount of life insurance proceeds are offset by any death benefits payable under Section E:
i. No
ii. Only to the extent necessary to prevent death benefits from exceeding any applicable Plan or legal limit.
iii. Yes
- 2e. If G.2a.i is not selected, enter maximum amount of coverage (Section 9.06(c)):
i. Multiple of monthly benefit
ii. Incidental reserve
iii. Greater of multiple monthly benefit and incidental reserve

Participant Self Direction

3. Indicate whether the Plan permits Participant self direction of the Segregated Account (Section 9.04):
i. None
ii. All of the Segregated Account
4. If G.3.ii (All of the Segregated Account) is selected, 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 (Section 7.14):
- i.** Last day of Plan Year
 - ii.** Last day of each Plan quarter
 - iii.** Last day of each month
 - iv.** Each business day
 - v.** Other
- 7b.** If **G.7a.v** is selected, enter Valuation Date: _____ (Must be at least annually).

Plan Administration

- 10a.** Designation of Plan Administrator (Section 12.01):
- i.** Plan Sponsor
 - ii.** Committee appointed by Plan Sponsor
 - iii.** Other
- 10b.** If **G.10a.iii** is selected, Name of Plan Administrator: _____
- 11.** Establishment of procedures for the Plan Administrator and the Investment Fiduciary (Sections 12.01(c) and 12.02(c)):
- i.** Plan Administrator and Investment Fiduciary adopt own procedures.
 - ii.** Board sets procedures for Plan Administrator and Investment Fiduciary.
- 12a.** Type of indemnification for the Plan Administrator and Investment Fiduciary:
- i.** None - the Company will not indemnify the Plan Administrator or the Investment Fiduciary.
 - ii.** Standard according to Section 12.06
 - iii.** Custom
- 12b.** If **G.12a.iii** (Custom) is selected, indemnification for the Plan Administrator and Investment Fiduciary is provided pursuant to an Addendum to the Adoption Agreement.

Plan Termination

- 13a.** Disposition of excess assets on Plan Termination (Section 13.03(d)):
- i.** Revert to Company - without effective date
 - ii.** Revert to Company - with effective date
 - iii.** Reallocate to Participants on a non-discriminatory basis
- 13b.** If **G.13a.ii** (Revert to Company - with effective date) is selected, enter effective date: _____

Qualified Domestic Relations Orders

- 14a.** Indicate the extent to which benefits may be payable to Alternate Payee before earliest retirement date (Section 14.02(b)):
- i.** None
 - ii.** Lump sum of any amount at any time
 - iii.** Limited lump sum at any time
- NOTE:** If **G.14a.iii** is selected, lump sum benefit is not available if present value of Accrued Benefit payable to the Alternate Payee is greater than the amount specified in **G.14b**.
- 14b.** If **G.14a.iii** (Limited lump sum at any time) is selected, enter maximum amount of lump sum distribution: _____

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.
- 21.** Trustee Type
- i.** Corporate
 - ii.** Individual
- 22.** If **G.21.i** (Corporate) is selected, enter Trustee address: _____
- 23.** Name of Trustee: _____
- 24a.** If **G.20.i** (use trust in Basic Plan Document) is selected, type of Trustee Indemnification:
- i.** Standard according to Section 10.07(b)
 - ii.** Custom
- 24b.** If **G.20.i** (use trust in Basic Plan Document) is selected and **G.24a.ii** (Custom) is selected, indemnification for the Trustee is provided pursuant to an Addendum to the Adoption Agreement.
- 25.** If **G.20.i** (use trust in Basic Plan Document) is selected, the Trustees may designate one Trustee to act on behalf of all Trustees (Section 10.05(b)(2)):

- [] Yes [] No
- 26a.** The Trustee is also the Investment Fiduciary (Section 10.06):
[] Yes [] No
- 26b.** If **G.26a** is "No", enter the name of the Investment Fiduciary: _____.

H. TOP HEAVY

Top Heavy Plans

- 1a.** Plan to which Top-Heavy accruals are made (Section 11.02):
- 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 accruals 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 Accruals

- 4.** If **H.1.i** (This Plan) is selected, Participants who share in Top-Heavy minimum accruals (Section 11.02):
- i.** [] Non-Key only. Any Participant who has completed 1,000 Hours of Service during the Plan Year and is not a Key Employee.
 - ii.** [] All Participants. Any Participant who has completed 1,000 Hours of Service during the Plan Year.

Top Heavy Vesting

- 5.** Top-Heavy vesting schedule (Section 11.03):
[] 100% [] 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 or more years: 100%
- NOTE:** Any vesting schedule described in **H.6** must provide vesting at least as rapidly as the "3 Year Cliff" vesting schedule.
- NOTE:** The effective date of the schedule described in **H.5** shall be the PPA Effective Date specified in **C.30** and shall apply only to Participants who have an Hour of Service on or after such date.

Assumptions for Top-Heavy Purposes

- 7a.** Enter the interest rate to be used for Top-Heavy purposes other than for determining Present Values of this Plan:
_____ %.
- 7b.** Enter the mortality table to be used for Top-Heavy purposes other than for determining Present Values of this 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.

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, its related Basic Plan Document #E-03-CB and any related Appendix and Addendum to the Adoption Agreement.

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 _____, 2011.

_____:

Signature: _____

Print Name: _____

Title/Position: _____

TRUSTEE:

Its: _____

V4.02-4.02