

Volume Submitter Profit Sharing

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

- a. Enter custom recital (for example "WHEREAS,"):
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:
- 4a. Plan Year End (Month Day):
- 4b. The Plan has a short plan year:
 Yes No
- 4ci. If **A.4b** is "Yes", enter the start date of the short Plan Year:
- 4cii. If **A.4b** is "Yes", enter the end date of the short Plan Year:
5. Limitation Year means:
 Plan Year calendar year tax year of the Plan Sponsor
- 6a. The Plan is frozen as to eligibility and benefits:
 Yes No
- 6b. If **A.6a** is "Yes", enter the date the Plan was frozen:

Compensation

- 15a. Definition of Compensation:
 W-2 Withholding 415 Safe Harbor
- 15b. For purposes of allocating Employer Contributions, Compensation is determined over the period specified below ending with or within the Plan Year:
 Plan Year calendar year Plan Sponsor Fiscal Year Limitation Year
- 16a. Include **Post Severance Compensation**:
 Yes No
- 16b. **A.16a** is "Yes", effective date of inclusion of Post Severance Compensation shall be limitation years beginning on of after:
- 17a. Compensation is determined using Post Year End Compensation:
 Yes No
- 17b. If **A.17a** is "Yes", effective date of using Post Year End Compensation shall be limitation years beginning on of after:
18. Include deferrals in definition of Compensation:
 Yes No
19. Include deemed Code section 125 compensation in definition of Compensation:
 Yes No

Compensation Exclusions

- 20a. Exclude **pay earned before participation** in Plan from definition of Compensation:
 Yes No
- 21a. Exclude **certain fringe benefits** from definition of Compensation:
 Yes No
- 22a. Exclude other pay from definition of Compensation for the following Participants:
 None HCEs only All Participants
- 22b. If **A.22a** is "HCEs only" or "All Participants", describe other pay excluded from Compensation:

Testing Compensation

23. Definition of Testing Compensation:
 W-2 Withholding 415 Safe Harbor
24. Include deemed Code section 125 compensation in definition of Compensation and Testing Compensation:
 Yes No

Highly Compensated Employee

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

Other Definitions

27. Definition of Disability:
 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
28. Name of state or commonwealth for choice of law:

Miscellaneous

40. Enter date to place on cover of Summary Plan Description:
41. File Number:
42. Trust EIN:
43. User Defined Field #1
44. User Defined Field #2
45. User Defined Field #3
46. User Defined Field #4
47. 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 and indicate for what purposes (e.g., Elective Deferrals, Matching, etc.) the Employees are excluded:
5. An Employee may irrevocably elect not to participate in the Plan:
 Yes No

Other Employer Service

- 6a.** Count service with other non-affiliated employers for eligibility purposes:
 Yes No
- 6b.** If **B.6a** is "Yes", list other non-affiliated employers and indicate for what purposes (e.g., Elective Deferrals, Matching, etc.) the service applies:

Break in Service

- 7a. Rule of parity.** If an Employee does not have any nonforfeitable right to 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:
 Yes No

Special Participation Date

- 8a.** Allow immediate participation for all Eligible Employees employed on the date specified in **B.8b**:
 Yes No
- 8b.i.** If **B.8a** is "Yes", the special participation rule shall apply to all Eligible Employees employed on:
- 8b.ii.** If **B.8a** is "Yes", the Eligible Employees employed on the date specified in **B.8b.i** shall become eligible to participate in the Plan as of:
- 8c.** If **B.8a** is "Yes", does the Plan provide any conditions or limitations on immediate participation:
 Yes No
- 8d.** If **B.8a** is "Yes" and **B.8c** is "Yes", describe the conditions or limitations and indicate for what purposes (e.g., Elective Deferrals, Matching, etc.) the limitations or limitations apply:

Eligibility Service Computation Rules (Hours of Service Only)

- 9a.** Eligibility Computation Period switch to Plan Year:
 Yes No
- 9b.** 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
- 9c.** If **B.9b** is not "None", the equivalency shall apply to the following employees:
 All Employees Only Employees not paid on a per-hour basis

Profit Sharing Contributions

- 30.** Minimum age requirement for Profit Sharing Contributions:
 None 21 20-1/2 20 19 18
- 31a.** Minimum service requirement for Profit Sharing Contributions:
 None two (2) Years one and one-half (1-1/2) Year one (1) Year nine (9) Months six (6) Months five (5) Months four (4) Months three (3) Months two (2) Months one (1) Month Specified Hours of Service
- 31b.** Eligibility service computation method:
 Hours of Service Elapsed Time
- 31c.** If **B.31b** is "Hours of Service" and **B.31a** is not "None", enter the Hours of Service that must be completed in the period described in **B.31a** (without commas):
- 32a.** In addition to the foregoing, the Plan provides for additional requirements for eligibility to receive allocations of Profit Sharing Contributions:
 Yes No
- 32b.** If **B.32a** is "Yes", describe any other eligibility requirements:
- 33a.** Frequency of entry dates for Profit Sharing Contributions:
 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 Other dates

- 33b.** If **B.33a** is not "Immediate" or "other dates", selection of entry date:
 coincident with or next following next following coincident with or immediately preceding
 immediately preceding nearest to
- 33c.** If **B.33a** is "other dates", describe other entry dates:

C. CONTRIBUTIONS

ADP/ACP Safe Harbor

- 1a.** This plan provides for a 3% nonelective contribution to enable another 401(k) plan to be a safe harbor plan:
 Yes No
- 2.** If **C.1** is "Yes", enter effective date of safe harbor provisions:
- 3a.** If **C.1** is "Yes", safe harbor nonelective contributions will be made on behalf of:
 All Participants Nonhighly Compensated Employees only Non Key Employees only
 Participants meeting the greatest minimum age and service under section 410(a)
- 3b.** If **C.1** is "Yes", and **C.3a** is "All Participants", require service for Highly Compensated Employees to receive safe harbor nonelective contribution:
 Yes No
- 3c.** If **C.1** is "Yes", **C.3a** is "All Participants", and **C.3b** is "Yes", Hours of Service required in the Plan Year for Highly Compensated Employees to receive safe harbor nonelective contribution (1000 maximum without commas):
- 3d.** If **C.1** is "Yes" and **C.3a** is "All Participants", require employment on last day of Plan Year for Highly Compensated Employees to receive safe harbor nonelective contribution:
 Yes No

Voluntary Contributions

- 11.** Voluntary (after-tax) Contributions are permitted (If "No", questions regarding Voluntary Contributions are disregarded):
 No Formerly Allowed

Profit Sharing - Service

- 30a.** A Participant will receive an allocation of Profit Sharing Contributions if he or she is employed by the Company on the last day of Plan Year or completes the Hours of Service specified in **C.30b**
 Yes No
- 30b.** If **C.30a** is "Yes", enter Hours of Service Required:
- 31a.** If **C.30a** is "No", require service for a Participant to receive an allocation of Profit Sharing Contributions?
 Yes No
- 31b.** If **C.30a** is "No" and **C.31a** is "Yes", Hours of Service required in the applicable Plan Year for a Participant to receive an allocation of Profit Sharing Contributions (1000 maximum without comma):
- 31c.** If **C.30a** is "No", require employment by the Company on the last day of Plan Year for a Participant to receive an allocation of Profit Sharing Contributions?
 Yes No
- 32a.** If **C.30a** is "Yes" or **C.31a** is "Yes", select equivalency for purposes of **C.31b**:
 None 10 hours per day 45 hours per week 95 hours per semi-monthly payroll period
 190 hours per month
- 32b.** If **C.30a** is "Yes" or **C.31a** is "Yes" and if **C.32a** is not "None", the hours equivalency selected in **C.32a** shall apply to:
 All Employees Only Employees not paid on a per-hour basis
- 33a.i.** Modify Hour of Service requirement and last day requirement in accordance with **C.33b** for a Participant who Terminates employment with the Employer during the Plan Year due to death:
 Yes No
- 33a.ii.** Modify Hour of Service requirement and last day requirement in accordance with **C.33b** for a Participant who Terminates employment with the Employer during the Plan Year due to Disability:
 Yes No

- 33a.iii.** Modify Hour of Service requirement and last day requirement in accordance with **C.33b** for a Participant who Terminates employment with the Employer during the Plan Year due to attainment of Normal Retirement Age:
 Yes No
- 33b.** Any Hour of Service requirement and last day requirement shall be modified upon the occurrence of the events described in **C.33a** as follows:
 Waive service and last day Waive service only Waive last day only
- 33c.** Indicate whether any modifications shall be made to **C.31a - C.33b**:
 Yes No
- 33d.** If **C.33c** is "Yes", describe the modifications:
- 34.** Method to fix Profit Sharing Contribution Code section 410(b) ratio percentage coverage failures:
 Do not automatically fix Add just enough Add all

Profit Sharing - Formula

- 35a.** Profit Sharing allocation formula:
 Pro rata Integrated Points Fixed Amount Age Weighted New Comparability - Defined Groups New Comparability - One Group per Participant
- 35a.viii.** Plan also provides for a Davis Bacon allocation formula:
 Yes No
- 35a.viii.** If **C.35a.viii** is selected, the prevailing wage allocations will offset any other Profit Sharing allocations that would otherwise be made to a Participant:
 Yes No
- 35a.ix.** Plan also provides for an allocation formula required under a collective bargaining agreement:
 Yes No
- 35a.ix.** If **C.35a.ix** is selected, collective bargaining allocations will offset any other Profit Sharing allocations that would otherwise be made to a Participant:
 Yes No
- 35b.** Profit Sharing Contributions are allocated to Participant Accounts at the following time(s):
 End of Plan Year Semi-annually Quarterly Each calendar month Each pay period
- 35c.i.** Profit Sharing Contributions are subject to a minimum amount:
 Yes No
- 35c.ii.** If **C.35c.i** is "Yes", enter the minimum amount:
- 35d.i.** Profit Sharing Contributions are subject to a maximum amount:
 Yes No
- 35d.ii.** If **C.35d.i** is "Yes", enter the maximum amount:

Profit Sharing - Integration

- 36a.** If **C.35** is "Integrated", integration level for determining Excess Compensation:
 Taxable wage base 80% of the taxable wage base plus 1.00 Fixed percentage Fixed dollar amount
- 36b.** If **C.35** is "Integrated", and **C.36a** is "fixed percentage" or "fixed dollar amount", enter fixed percentage or fixed dollar amount (without % or \$ or commas):
- 36c.** If **C.35** is "Integrated", enter amount of permitted disparity:
 5.7 5.4 4.3

Profit Sharing - New Comparability

- 37a.** If **C.35** is "New Comparability - Defined Groups", number of New Comparability groups
 2 3 4 5
- 37b.i.** If **C.35** is "New Comparability - Defined Groups", members of Group One:
- 37b.ii.** If **C.35** is "New Comparability - Defined Groups", Group One allocation method:
 Percentage of Compensation Fixed dollar amount Greater of percentage or fixed dollar
- 37c.i.** If **C.35** is "New Comparability - Defined Groups", members of Group Two:
- 37c.ii.** If **C.35** is "New Comparability - Defined Groups", Group Two allocation method:

- Percentage of Compensation Fixed dollar amount Greater of percentage or fixed dollar
- 37d.i.** If **C.35** is "New Comparability - Defined Groups", members of Group Three:
- 37d.ii.** If **C.35** is "New Comparability - Defined Groups", Group Three allocation method:
 Percentage of Compensation Fixed dollar amount Greater of percentage or fixed dollar
- 37e.i.** If **C.35** is "New Comparability - Defined Groups", members of Group Four:
- 37e.ii.** If **C.35** is "New Comparability - Defined Groups", Group Four allocation method:
 Percentage of Compensation Fixed dollar amount Greater of percentage or fixed dollar
- 37f.i.** If **C.35** is "New Comparability - Defined Groups", members of Group Five:
- 37f.ii.** If **C.35** is "New Comparability - Defined Groups", Group Five allocation method:
 Percentage of Compensation Fixed dollar amount Greater of percentage or fixed dollar

Profit Sharing - Points

- 38a.** If **C.35** is "Points", points will be computed on basis of:
 Age, Service and Compensation Age and Service Age and Compensation Service and Compensation Age Only Service Only
- 38b.** If **C.35** is "Points", points awarded for \$100 of Compensation:
- 38c.** If **C.35** is "Points", points awarded for each year of participation:
- 38d.** If **C.35** is "Points", points awarded for each year of age:

Profit Sharing - Disability

- 39a.** Allocate Profit Sharing Contributions to Disabled Participants:
 Yes No
- 39b.** If **C.39a** is "Yes", select the anniversary of Disability when allocations end:
 first second third fourth fifth sixth seventh eighth ninth tenth

Rollovers

- 50.** Rollover Contributions are permitted:
 No Yes - All Eligible Employees Yes - Only active Participants
- 51a.** If **C.50** is not "No", Rollover Contributions are permitted from:
 All permissible plans Only qualified plans and conduit IRAs
- 51b.** If **C.50** is not "No" and **C.51a** is "All permissible plans", enter the effective date:

Deemed IRAs

- 61a.** The Plan may accept voluntary contributions to deemed IRAs
 Yes No
- 61b.** If **C.61a** is "Yes", enter effective date:

415 Corrections

- 70.** Corrections to Code section 415 violations made first to another plan:
 Yes No
- 71.** Method of correction of Employer contributions for section 415 violations:
 Reduce Company contributions Reallocate to other Participants
- 72.** If **C.70** is "Yes", name of plan in which 415 corrections will be made:

D. VESTING

Vesting Service Computation Rules (Hours of Service Only):

- 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):

- 3a.** 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
- 3b.** If **D.1** is "Hours of Service", and **D.3a** is not "None", the equivalency shall apply to:
 All Employees Only Employees not paid on a per-hour basis
- 4a.** Vesting Computation Period:
 Calendar year Plan Year Anniversaries of employment date Other
- 4b.** If **D.4a** is "Other", describe the Vesting Computation Period:

Other Employer Service

- 5a.** Count 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:
 Yes No
- 7.** Provide for full vesting for a Participant who Terminates employment with the Employer due to Disability while an Employee:
 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 1-Year Break in Service/Period of Severance, exclude Years of Vesting Service before such period until the Employee has completed a Year of Vesting Service after return to employment with the Employer:
 Yes No
- 8d.** **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

Special Vesting Provisions

- 9a.** Provide for special vesting provisions:
 Yes No
- 9b.** If **D.9a** is "Yes", describe special vesting provisions:

Profit Sharing

- 20.** Profit Sharing Contribution Account Vesting Schedule:
 100% 3-7 Year Graded 2-6 Year Graded 1-5 Year Graded 1-4 Year Graded 5 Year Cliff 3 Year Cliff 2 Year Cliff Other
- 21a.** Other Profit Sharing Schedule - less than 1 year (without % sign):
- 21b.** Other Profit Sharing Schedule - 1 year but less than 2 years (without % sign):
- 21c.** Other Profit Sharing Schedule - 2 years but less than 3 years (without % sign):
- 21d.** Other Profit Sharing Schedule - 3 years but less than 4 years (without % sign):
- 21e.** Other Profit Sharing Schedule - 4 years but less than 5 years (without % sign):
- 21f.** Other Profit Sharing Schedule - 5 years but less than 6 years (without % sign):

21g. Other Profit Sharing Schedule - 6 years but less than 7 years (without % sign):

Other Vesting

31a. Plan has a vesting schedule other than the schedules described above:

Yes No

31b. If **D.31a** is "Yes", describe the other schedule:

31c. If **D.31a** is "Yes", describe the Participants to which the other schedule applies:

PPA Profit Sharing (Not used in Plan Document)

32a. PPA Profit Sharing Contribution Account Vesting Schedule:

100% 2-6 Year Graded 1-5 Year Graded 1-4 Year Graded 3 Year Cliff 2 Year Cliff Other

32b. Retain old Profit Sharing Vesting for pre 2007 contributions:

Yes No

33a. Other PPA Profit Sharing Schedule - less than 1 year (without % sign):

33b. Other PPA Profit Sharing Schedule - 1 year but less than 2 years (without % sign):

33c. Other PPA Profit Sharing Schedule - 2 years but less than 3 years (without % sign):

33d. Other PPA Profit Sharing Schedule - 3 years but less than 4 years (without % sign):

33e. Other PPA Profit Sharing Schedule - 4 years but less than 5 years (without % sign):

33f. Other PPA Profit Sharing Schedule - 5 years but less than 6 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 - deemed to be 59-1/2 for Electives and QNECs if lesser age is entered):

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. Allow in-service distributions after attainment of Normal Retirement Age:

Yes No

1e. If **E.1d** is "Yes", describe the Accounts from which distributions may be made (see Help button for how this item appears in document):

Early Retirement

2a. Early Retirement Age means:

None Age only Later of age and participation

2b. If **E.2a** is not "None", age component of Early Retirement Age (not to exceed 65):

2c. If **E.2a** is "Later of age and participation", enter anniversary of participation (e.g., "fifteenth" or "twentieth"):

2d. If **E.2a** is not "None", allow in-service distributions after attainment of Early Retirement Age:

Yes No

2e. If **E.2a** is not "None" and **E.2d** is "Yes", describe the Accounts from which in-service distributions may be made:

2f. If **E.2a** is not "None", provide for 100% vesting upon the attainment of Early Retirement Age while an Employee

Yes No

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

- 3a.** Distributions after Termination of Employment for reasons other than death shall commence:
 Immediate End of Plan Year Normal Retirement Age Other
- 3b.** If **E.3a** is "Other", enter time when distributions after Termination of Employment commence:
- 4a.** Medium of distribution from the Plan:
 Cash only Cash or in-kind Cash or in-kind to a specified vendor
- 4b.** If **E.4a** is "specified vendor", enter name of specified vendor:
- 5a.i.** Unless otherwise elected by the Participant, distributions shall be made in the form of:
 Lump sum only Qualified Joint and Survivor Annuity
- 5a.ii.** If **E.5a.i** is "QJSA", enter percentage of survivor portion of Qualified Joint and Survivor Annuity (50-100 without % sign):
- 5b.** Distributions from the Plan after Termination for reasons other than death may be made in the following forms:
 Lump sum only Lump sum and installments Continuous right of withdrawal Other
- 5c.** If **E.5b** is "Other", describe payment forms that apply uniformly to Participants:
- 6a.** Permit distributions in the form of an annuity:
 Yes No
- 6b.** To the extent that a Participant's Account is subject to the survivor annuity rules of Section 7.10, the spouse of a married Participant shall be the beneficiary of the following percentage of such Participant's Account (No less than 50%):

Payment on Participant Death

- 7.** Distributions on account of the death of the Participant shall be made in accordance with one of the following:
 Pay by end of fifth year Pay no later than end of Plan Year of death Allow extended payments for all beneficiaries Allow extended payments under spousal exception only

Cash Out

- 8a.** Involuntary cash-out amount for purposes of Section 7.03 (\$5,000 maximum):
- 8b.** Involuntary cash-out amount for purposes of Section 7.10 (J&S consent requirements) (\$5,000 maximum):
- 9.** Involuntary cash-out of a terminated Participant's Account balance when it exceeds the cash-out amount specified in **E.8** is deferred until:
 Later of age 62 or Normal Retirement Age Required Beginning Date - allow lump sum and installments Required Beginning Date - allow lump sum only
- 10a.** Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's nonforfeitable account balance for purposes of the Plan's involuntary cash-out rules:
 Yes No
- 10b.** If **E.10a** is "Yes", the election shall apply with respect to distributions made on or after:
- 11a.** It is necessary to provide an effective date for the amounts specified in **E.8**:
 Yes No
- 11b.** If **E.11a** is "Yes", enter the effective date of the change in the amount specified in **E.8a**:
- 11c.** If **E.11a** is "Yes", enter the effective date of the change in the amount specified in **E.8b**:

Transfer from Pension Plan

- 20.** The Plan has received a transfer of assets from a plan subject to the survivor annuity rules of Code sections 411(a)(11) and 417:
 Yes No

Required Beginning Date

- 30.** 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

Required Minimum Distribution Regulation Effective Dates

- 31. The Plan adopted the 2001 Proposed Regulations regarding Required Minimum Distributions:
 No Yes - effective 2001 Yes - effective 2002
- 32. Effective date of adoption of the 2002 Final and Temporary Regulations regarding Required Minimum Distribution
 2002 2003

F. IN SERVICE WITHDRAWALS/LOANS

General

- 1. In-service withdrawals under **F** are allowed from Accounts that are only partially vested:
 No - fully vested only Yes

Hardship

- 10. Hardship withdrawals are allowed from the portion of a Participant's Accounts described in **F.1** as follows (If "None", questions regarding Hardship withdrawals are disregarded. Skip to **F.20**):
 All Accounts Selected Accounts None
- 11a. The criteria used in determining whether a Participant is entitled to receive a Hardship withdrawal:
 Safe Harbor Non Safe Harbor
- 11b. Expand the Hardship criteria to include the beneficiary of the Participant:
 Yes No
- 11c. If **F.11b** is "Yes", enter the effective date:
- 12a. If **F.10** is "Selected Accounts", hardship withdrawal is permitted from Profit Sharing Contribution Account:
 Yes No
- 12b. If **F.10** is "Selected Accounts", hardship withdrawal is permitted from Voluntary Contribution Account:
 Yes No
- 12c. If **F.10** is "Selected Accounts", hardship withdrawal is permitted from Rollover Contribution Account:
 Yes No
- 12d. If **F.10** is "Selected Accounts", hardship withdrawal is permitted from Transfer Account:
 Yes No

Specified Age

- 20. In-service withdrawals are allowed on attainment of the age specified in **F.21** from the portion of a Participant's Accounts described in **F.1**:
 All Accounts Selected Accounts None
- 21. In-service withdrawal permitted after age (deemed to be 59-1/2 for Electives and QNECs if lesser age is entered):
 55 56 57 58 59 59-1/2 60 61 62 63 64 65
- 22a. If **F.20** is "Selected Accounts", specified age withdrawal is permitted from Profit Sharing Contribution Account.
 Yes No
- 22b. If **F.20** is "Selected Accounts", specified age withdrawal is permitted from Qualified Nonelective Contribution Account.
 Yes No
- 22c. If **F.20** is "Selected Accounts", specified age withdrawal is permitted from Voluntary Contribution Account.
 Yes No
- 22d. If **F.20** is "Selected Accounts", specified age withdrawal is permitted from Rollover Contribution Account.
 Yes No
- 22e. If **F.20** is "Selected Accounts", specified age withdrawal is permitted from Transfer Account.
 Yes No

Other Withdrawals

- 30a.** In-service withdrawals allowed from Profit Sharing Contribution Account after a specified number of years of Participation:
 Yes No
- 30b.** If **F.30a** or **F.30b** is "Yes", enter the number of years participation (no less than 5)
- 31a.** In-service withdrawals allowed from Profit Sharing Contribution Account on funds held for a specified period:
 Yes No
- 31b.** If **F.31a** or **F.31b** is "Yes", enter the number of years funds must be held in plan (no less than 2)
- 32a.** In-service withdrawals allowed from Voluntary Contribution Account at any time:
 Yes No
- 32b.** In-service withdrawals allowed from Rollover Account at any time:
 Yes No

Loans

- 40.** Loans are permitted (If "No", questions regarding loans are disregarded. Skip to **G**):
 Yes No
- 41.** Require showing of financial hardship or unusual or special situation to receive loan:
 Yes No
- 42.** Permit loans in excess of 1/2 of account balance up to \$10,000 with adequate security:
 Yes No
- 43.** Allow extended loan amortization for purchase of principal residence:
 Yes No
- 44.** Minimum loan amount:
 None \$100 \$200 \$250 \$300 \$400 \$500 \$600 \$700 \$750 \$800 \$900 \$1,000
- 45.** Maximum number of loans outstanding:
 1 2 3 4 5
- 46.** If **G.3** does not permit participant self-direction, are loans treated as a segregated investment:
 Yes No
- 47.** A Participant must obtain the consent of his or her spouse, if any, to use the Account balance as security for a loan:
 Yes No

G. PLAN OPERATIONS

Permitted Investments

- 1a.** Plan may invest in "qualifying employer securities" and "qualifying employer real property"
 Yes No
- 1b.** If **G.1a** is "Yes", are the securities publicly-traded and subject to the diversification requirements:
 Yes No
- 2.** Plan may invest in life insurance:
 Yes No

Participant Self Direction

- 3.** Specify the extent to which the Plan permits Participant self direction and indicate the Plan's intent to comply with ERISA section 404(c) (If "None", questions regarding Participant self direction are disregarded. Skip to **G.7a**):
 All Accounts with 404(c) All Accounts w/o 404(c) Some Accounts None
- 4.** If **G.3** is not "None", Participants may also establish individual brokerage accounts:
 Yes No

5. Participants may exercise voting rights with respect to the following investments (If **G.1** is "Yes" and **G.3** is "All Accounts with 404(c)" then voting rights may not be "None"):
 None Company stock only All investments
- 6a. If **G.3** is "Some Accounts", self direct Voluntary Contribution Account:
 Yes No
- 6b. If **G.3** is "Some Accounts", self direct Profit Sharing Contribution Account:
 Yes No
- 6c. If **G.3** is "Some Accounts", self direct Qualified Nonelective Contribution Account:
 Yes No
- 6d. If **G.3** is "Some Accounts", self direct Rollover Contribution Account:
 Yes No
- 6e. If **G.3** is "Some Accounts", self direct Transfer Account:
 Yes No

Valuation Date

- 7a. Enter Valuation Date (if **G.3** is "All Accounts with 404(c)", then Valuation Date must be at least quarterly)
 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:
 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:
 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:

Trust

20. Trust Agreement is contained in a document separate from the Plan document
 No Yes
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. If **G.20** is "No", enter type of Trustee Indemnification:
 Standard Custom
- 24b. If **G.20** is "No" and **G.24a** is "Custom", enter indemnification for the Trustee:
25. If **G.20** is "No", the Trustees may designate one Trustee to act on behalf of all Trustees:
 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 allocations are made:
 This Plan Pursuant to the terms of another plan Partially in this Plan
- 1b. If H.1 is "Partially in this Plan", describe how the Top Heavy minimum accruals will be made:
2. If H.1 is "another plan", name of other Plan to which Top-Heavy allocations 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 Allocations

4. If H.1 is "This Plan", Participants who share in Top-Heavy minimum allocations:
 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:

I. CUSTOM LANGUAGE

Custom Language

1. Enter custom language

Custom Effective Date

2. Enter custom effective date

J. ADMINISTRATIVE ELECTIONS

General

1. Indicate the employee identification method that is used on all forms:
 Employee ID Social Sec Number None

Joinder Agreement

10. For purposes of generating a Joinder Agreement, enter the names of all employers who have adopted the plan other than the lead plan sponsor separated by a semicolon:

QDIA Information

- 50a. Indicate whether the Plan is intended to provide for a QDIA
 Yes No
- 50b. If J.50a is "Yes" (the Plan is a QDIA), enter required information about default investments:
- 50c. If J.50a is "Yes" (the Plan is a QDIA), enter required information about the right to self direct, including fees and expenses
- 50d. If J.50a is "Yes" (the Plan is a QDIA), enter where Participants can find required information about the Plan's investment funds and procedures for changing how accounts are invested:
- 51a. If J.50a is "Yes" (the Plan is a QDIA), Indicate the method of making investment elections:
 Paper form Web site VRU Web site or VRU Other
- 51b. If J.50a is "Yes" (the Plan is a QDIA), and J.51a is not "Paper form" provide web site address/phone number/other instructions:

Distributions

60. Indicate how a rollover check will be distributed:
 Mail to participant Deliver to participant Mail to rollover institution Participant option
- 61a. If E.8 is greater than \$1,000, enter the name of the IRA provider for mandatory rollovers:
- 61b. If E.8 is greater than \$1,000, describe how fees and expenses of the IRA will be allocated:

Plan Expenses

- 70a. Indicate whether the Plan will charge Participants for various plan expenses:
 Yes No
- 70b. If J.70a is "Yes" Indicate whether the plan expenses information should appear in the body of the Summary Plan Description (SPD) or as an addendum to the SPD:
 SPD body Addendum
- 71a. If J.70a is 'Yes', indicate whether/which Participants will be charged with the expenses of receiving a distribution after termination of employment:
 None all Participants terminated Participants only active Participants only
- 71b. If J.71a is not 'None', describe the expenses:
- 72a. If J.70a is 'Yes', indicate whether/which Participants will be charged with the expenses of determining required minimum distributions:
 None all Participants terminated Participants only active Participants only
- 72b. If J.72a is not 'None', describe the expenses:
- 73a. If J.70a is 'Yes', indicate whether/which Participants will be charged with the expenses of receiving a hardship withdrawal:
 None all Participants terminated Participants only active Participants only
- 73b. If J.73a is not 'None', describe the expenses:
- 74a. If J.70a is 'Yes', indicate whether/which Participants will be charged with the expenses of receiving an inservice withdrawal other than hardship:
 None all Participants terminated Participants only active Participants only
- 74b. If J.74a is not 'None', describe the expenses:
- 75a. If J.70a is 'Yes', indicate whether/which Participants will be charged with the expenses of processing a QDRO:
 None all Participants terminated Participants only active Participants only
- 75b. If J.75a is not 'None', describe the expenses:
- 76a. If J.70a is 'Yes', indicate whether/which Participants will be charged with the expenses of operating the Plan:
 None all Participants terminated Participants only active Participants only
- 76b. If J.76a is not 'None', describe the expenses:
- 77a. If J.70a is 'Yes', indicate whether/which Participants will be charged with the expenses of establishing a

brokerage account:

None all Participants terminated Participants only active Participants only

77b. If **J.77a** is not 'None', describe the expenses:

78a. If **J.70a** is 'Yes', indicate whether/which Participants will be charged with expenses other than those described above:

None all Participants terminated Participants only active Participants only

78b. If **J.78a** is not 'None', describe the services for which participants will be charged:

78c. If **J.78a** is not 'None', describe the expenses:

Loans

80a. A Participant may obtain a loan from all of his accounts:

Yes No

80b. If **J.80a** is "No", specify the Accounts from which loans may be made:

81. Indicate whether a Participant may refinance a loan (subject to IRS regs):

Yes No Unknown

82. Indicate whether a loan becomes payable in full on termination:

Yes No

83. Indicate the extent to which prepayment is permitted:

None Prepay in full only Prepay in full or in part

84. Indicate the interest rate that will apply to plan loans:

85. Indicate whether loans will be repaid by payroll deduction:

Yes No

86. Indicate the loan repayment frequency:

pay period month quarter

87a. Indicate whether the plan imposes a loan processing fee:

Yes No

87b. If **J.87a** is "Yes", enter the loan processing fee:

88a. Indicate whether the plan imposes an ongoing loan maintenance fee:

Yes No

88b. If **J.88a** is "Yes", enter the loan maintenance fee:

89a. Indicate whether a default will occur after a specified number of days or after the maximum cure period allowed by IRS regulation:

Specified days Maximum cure period

89b. If **J.89a** is "Specified days", enter the number of specified days:

90. Indicate whether a signature line appears on the loan procedures:

Yes No