

**ADOPTION AGREEMENT  
VOLUME SUBMITTER 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 #03-DB 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.  Partnership
  - iv.  Limited Liability Company
  - v.  Limited Liability Partnership
  - vi.  Sole Proprietorship
  - vii.  Union
- 10b. If 10a.vii (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: \_\_\_\_\_
- 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 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.3a for a new plan, or 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 Plan is adopted by the Plan Sponsor.
4. **Plan Year** means each 12-consecutive month period ending on \_\_\_\_\_(e.g. December 31). If the Plan Year changes, any special provisions regarding a short Plan Year should be placed in the Addendum to the Adoption Agreement.
- 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**

20. 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 1.415-2(d)(2)(i) and excluding all of those items listed in Treas. Reg. section 1.415-2(d)(3).
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) or 403(b).

**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.
- 25a. Exclude other pay from definition of Compensation for the following Participants:  
 i.  None  
 ii.  Highly Compensated Employees only
- 25b. If A.25a.ii 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**

26. 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 1.415-2(d)(2)(i) and excluding all of those items listed in Treas. Reg. section 1.415-2(d)(3).

**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 uniform rules consistently applied to all Participants in like circumstances.

**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 14.06): \_\_\_\_\_

**Actuarial Assumptions - Non Lump Sum**

40. Enter non lump sum pre-retirement mortality assumption: \_\_\_\_\_

41. Enter non lump sum pre-retirement interest rate assumption: \_\_\_\_\_

42. Enter non lump sum post-retirement mortality assumption: \_\_\_\_\_

43. Enter non lump sum post-retirement interest rate assumption: \_\_\_\_\_

**NOTE:** A.40 through A.43 must be reasonable if the Plan provides for permitted disparity under section 401(l) of the Internal Revenue Code and if the Plan is intended to meet a Code section 401(a)(4) safe harbor.

**Actuarial Assumptions - Lump Sum**

44. Enter stability period for purposes of computing lump sums:

a.  month

b.  Plan quarter

c.  Plan Year

d.  calendar quarter

e.  calendar year

45. When computing lump sums, are averages used in computing the lookback month:

Yes  No

46. If A.45 is "No", enter lookback month (month preceding stability period):

first month  second month  third month  fourth month  fifth month

47. If A.45 is "Yes", enter number of consecutive months to average:

two  three  four  five

48. If A.45 is "Yes", enter last month of average period (month preceding stability period):

first month  second month  third month  fourth month

49. Are lump sums calculated using other assumptions in addition to GATT:

Yes  No

50. If A.49 is "Yes", enter other lump sum mortality assumption: \_\_\_\_\_

51. If A.49 is "Yes", enter other lump sum interest rate assumption: \_\_\_\_\_

**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.

**NOTE:** If "Other" is selected, any classification entered in B.4b will be deemed to be a modification to the specimen plan.

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 service with other non-affiliated employers for eligibility purposes:

Yes  No

6b. If B.6a is "Yes", list other non-affiliated employers: \_\_\_\_\_

**Break in Service**

7. **Rule of parity.** If an Employee does not have any nonforfeitable right to 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

8. **One-year holdout.** If an Employee has a One-Year Break in Service/Period of Severance, exclude eligibility service before such period until the Employee has completed a Year of Eligibility Service after returning to employment with the Employer.  
 Yes  No

#### Immediate Participation

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

#### Pension Accruals

An Eligible Employee shall become eligible to participate in the Plan in accordance with Section 3.01 at the time specified in **B.12** upon meeting the requirements of **B.10** and **B.11**:

10. Minimum age requirement for pension accruals: \_\_\_\_\_ (21 maximum - leave blank or enter "0" if none)
11. Minimum service requirement for pension accruals (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.):
- a.  Completion of \_\_\_\_\_ Year(s) of Eligibility Service (Not to exceed 2)
  - b.  Completion of \_\_\_\_\_ Month(s) of Eligibility Service (Not to exceed 12 - See **B.23**)
  - c.  Completion of the number of Hours of Service specified in **B.23** in a \_\_\_\_\_ month period (Not to exceed 12. The rules regarding computation of service found under the definition of Month of Eligibility Service apply for purposes of determining service under **B.11c**.)
  - d.  None
- 12a. Frequency of entry dates for pension accruals:
- i.  An Eligible Employee shall become a Participant eligible to receive pension accruals immediately upon meeting the requirements of **B.10** and **B.11**.
  - 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
- 12b. If **B.12a.i.** (immediate entry) is not selected, an Eligible Employee shall become a Participant eligible to receive pension accruals on the entry date selected in **B.12a** 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** and **B.11** are met.  
**NOTE:** The combination of **B.11** and **B.12** must meet the requirements of Code section 410(a). For instance, **B.12a.v** may not be selected with **B.12b.i** if two Years of Service is required under **B.11**.
- 13a. Plan was frozen as to new Participants:  
 Yes  No
- 13b. If **B.13a** is "Yes", no Eligible Employees shall become eligible to participate in the Plan after: \_\_\_\_\_.

#### Eligibility Service Computation Rules

20. Eligibility service computation method (Unless **B.20.ii** (Elapsed Time) is selected, the Plan will use the Hours of Service method for determining eligibility service. If **B.20.ii** (Elapsed Time) is selected, questions **B.21** through **B.24** are disregarded.):
- i.  Hours of Service
  - ii.  Elapsed Time
21. Eligibility Computation Period switch to Plan Year:  
 Yes  No
22. If **B.20** is "Hours of Service", 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.)
23. If **B.20** is "Hours of Service" and if eligibility is computed using months, enter the number of Hours of Service necessary for a Month of Eligibility Service under **B.11b** or enter the number of Hours of Service that must be completed in the period described under **B.11c**: \_\_\_\_\_ (Not more than 83 if computed per month under **B.11b**; or not more than 83 times the number of months selected in **B.11c**.)  
**NOTE:** If eligibility is computed using months, the service requirement under **B.11b** or **B.11c**, as applicable, 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.
24. If **B.20** is "Hours of Service", 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

## C. BENEFITS

### Pension - Service

10. Benefit service computation method. If **C.10.ii** (Elapsed Time) is selected, question **C.11** is disregarded.):

i.  Hours of Service

ii.  Elapsed Time

iii.  Proration

11a. If **C.10.i** is selected, number of Hours of Service necessary for a Participant to receive one Year of Credited Service:

\_\_\_\_\_ (Not more than 1,000. If left blank, the Plan will use 1,000 Hours of Service.)

11b. If **C.10.i** or **C.10.iii** is selected, select equivalency for credited service:

None  10 hours per day  45 hours per week  95 hours per semi-monthly payroll period  190 hours per month

11c. If **C.10.i** or **C.10.iii** is selected, computation period for Year of Credited Service:

i.  Plan Year

ii.  calendar year

iii.  Plan Sponsor Fiscal Year

iv.  Limitation Year

**NOTE:** If an option other than "Plan Year" is selected, Years of Credited Service shall be determined as of the twelve-month period ending within the applicable Plan Year.

12a. Count additional service in computing Years of Credited Service

i.  No

ii.  Years of employment with the Employer prior to plan participation

iii.  Other

12b. If **C.12a** is "Other", describe service: \_\_\_\_\_

**NOTE:** Any service described in **C.12b** must be limited to five years if the Plan is intended to meet a Code section 401(a)(4) safe harbor.

13a. Exclude other service for purposes of computing Years of Credited Service:

Yes  No

13b. If **C.13a** is "Yes", describe excluded service: \_\_\_\_\_

14. Method to fix Code section 401(a)(26) and section 410(b) coverage failures (Section 4.01(d)):

i.  Ignore Section 4.01(d) - Do not automatically add any Participants.

ii.  Section 4.01(d) shall apply.

### Accrual Rule

21. Accrual rule:

i.  133-1/3 Rule

ii.  Three Percent Rule (Section 4.01(b)(1))

iii.  Fractional Rule (Section 4.01(b)(2))

iv.  Section 412(i) Plan (Section 4.01(b)(3))

**NOTE:** Improper selection of Accrual rule and benefit formula in **C.25** may result in a plan that fails to meet a Code section 401(a)(4) safe harbor.

**NOTE:** If the Plan is intended to meet a Code section 401(a)(4) safe harbor, **C.21.ii** (Three Percent Rule) may not be selected the Plan provides for permitted disparity; or with fresh-start options **C.34.ii** or **C.34.iii**.

**NOTE:** If the Plan is intended to meet a Code section 401(a)(4) safe harbor, **C.21.iii** (Fractional Rule) or **C.21.iv** (Section 412(i) Plan) may not be selected if the Plan has a fresh start and **C.34.ii** (Formula without wear-away) is selected.

**NOTE:** If **C.21.iv** is selected, the Plan shall be deemed to be a "Section 412(i) Plan".

22a. If **C.21.iii** (Fractional Rule) is selected, modify service taken into account other than any limits described in **C.25**:

Yes  No

22b. If **C.22a** is "Yes", describe modifications: \_\_\_\_\_.

23a. If the Plan is a Section 412(i) Plan (**C.21.iv** is selected), no benefit increases will accrue unless greater than minimum amount:

Yes  No

23b. If **C.23a** is "Yes", enter minimum benefit increase: \_\_\_\_\_ (No greater than \$120/year or \$1,000 face amount of contract)

23c. If the Plan is a Section 412(i) Plan (**C.21.iv** is selected), recognize service prior to participation in Plan per rules in effect on 9/19/91:

Yes  No

**NOTE:** If the Plan is intended to meet a Code section 401(a)(4) safe harbor, May only select "Yes" for a plan with a current

benefit formula that was adopted and in effect on September 19, 1991.

**Pension - Formula**

25. Pension accrual formula. The Pension accruals in Article 4 shall be calculated as follows

**i. Unit Credit - No Step.** (Section 4.01(a)(1)) Each Participant's benefit will accrue in an amount equal to \_\_\_\_\_ percent of Average Annual Compensation for each Year of Credited Service up to a maximum of \_\_\_\_\_ years. (If blank or zero, no maximum is applied. No less than 25 if the Plan is intended to meet a Code section 401(a)(4) safe harbor and the Plan uses the Fractional Accrual Rule or the Plan is a 412(i) Plan).

**ii. Unit Credit - Groups.** (Section 4.01(a)(2))

Group One. Each Participant who is a member of Group One will accrue a benefit in an amount equal to \_\_\_\_\_ percent of Average Annual Compensation for each Year of Credited Service

Group Two. Each Participant who is a member of Group Two will accrue a benefit in an amount equal to \_\_\_\_\_ percent of Average Annual Compensation for each Year of Credited Service

Group Three. Each Participant who is a member of Group Three will accrue a benefit in an amount equal to \_\_\_\_\_ percent of Average Annual Compensation for each Year of Credited Service

Group Four. Each Participant who is a member of Group Four will accrue a benefit in an amount equal to \_\_\_\_\_ percent of Average Annual Compensation for each Year of Credited Service

Group Five. Each Participant who is a member of Group Five will accrue a benefit in an amount equal to \_\_\_\_\_ percent of Average Annual Compensation for each Year of Credited Service

Group Six. Each Participant who is a member of Group Six will accrue a benefit in an amount equal to \_\_\_\_\_ percent of Average Annual Compensation for each Year of Credited Service

The term "dollars" shall be substituted for "percent of Average Annual Compensation" wherever it appears in this **C.25.ii**:

Yes  No

The maximum number of Years of Credited Service taken into account under **C.25.ii** will be \_\_\_\_\_. (If blank or zero, no maximum is applied.)

Group One shall consist of \_\_\_\_\_.

Group Two shall consist of \_\_\_\_\_.

Group Three shall consist of \_\_\_\_\_.

Group Four shall consist of \_\_\_\_\_.

Group Five shall consist of \_\_\_\_\_.

Group Six shall consist of \_\_\_\_\_.

**NOTE:** Not a Code section 401(a)(4) safe harbor formula. Additional groups may be specified in an Addendum to the Adoption Agreement.

**iii. Unit Credit - With Step.** (Section 4.01(a)(3)) Each Participant's benefit will accrue in an amount equal to \_\_\_\_\_ percent of Average Annual Compensation (R1) per year for the first \_\_\_\_\_ Years of Credited Service (y) and \_\_\_\_\_ percent (R2) of Average Annual Compensation per year for the next \_\_\_\_\_ Years of Credited Service. (If blank or zero, no maximum is applied.)

In addition, each Participant's benefit will accrue in an amount equal to \_\_\_\_\_ percent of Average Annual Compensation per year for the next \_\_\_\_\_ Years of Credited Service. (If blank or zero, no maximum is applied.)

**NOTE:** If the Plan is intended to meet a Code section 401(a)(4) safe harbor and if the Plan uses the 133-1/3 rule, (R2) cannot be more than 133-1/3% of (R1).

**NOTE:** If the Plan is intended to meet a Code section 401(a)(4) safe harbor and if the Plan uses the Fractional Accrual Rule or the Plan is a 412(i) Plan, the total Years of Credited Service taken into account under R1 and R2 is may not be less than 33 and if y is less than 33, R2 will be not less than:

$$\frac{(R1)(25-y)}{33-y} \text{ (but in no case less than 0); and not greater than: } \frac{(R1)(44-y)}{33-y}$$

**NOTE:** If the Plan is intended to meet a Code section 401(a)(4) safe harbor and if the Plan uses the Fractional Accrual Rule or the Plan is a 412(i) Plan, the third step should be completed only in consultation with an actuary.

**iv. Excess Unit Credit.** (Section 4.01(a)(4)) For purposes of accruing a benefit under the Excess Unit Credit Formula, the following information shall be used:

(a) Base Benefit Percentage \_\_\_\_\_ %

(b) Excess Benefit Percentage \_\_\_\_\_ % (Not to exceed the Base Benefit Percentage by more than the maximum excess allowance if the Plan is intended to meet a Code section 401(a)(4) safe harbor)

**NOTE:** The maximum excess allowance is the lesser of (1) the Base Benefit Percentage or (2) the applicable factor determined from Table I or II of the Disparity Addendum to the Basic Plan Document.

(c) The maximum number of Years of Credited Service taken into account for paragraphs (a) and (b) above will be \_\_\_\_\_ (If the Plan is intended to meet a Code section 401(a)(4) safe harbor: (i) may not exceed 35, and (ii) if the Plan uses the Fractional Accrual Rule or the Plan is a 412(i) Plan may not be less than 25).

(d) Percentage applied after period taken into account under paragraph (c) \_\_\_\_\_ % (If the Plan is intended to meet a Code section 401(a)(4) safe harbor, not to exceed the lesser of the Excess Benefit Percentage, or 133-1/3 percent of the Base Benefit Percentage. If the Plan is intended to meet a Code section 401(a)(4) safe harbor and if the Plan uses the Fractional Accrual Rule or the Plan is a 412(i) Plan, must be the Excess Benefit Percentage.)

(e) The maximum number of Years of Credited Service taken into account under paragraph (d) will be \_\_\_\_\_. (If the Plan is intended to meet a Code section 401(a)(4) safe harbor and if the Plan uses the Fractional Accrual Rule or

the Plan is a 412(i) Plan, the sum of paragraph (c) and paragraph (e) must be no less than 35)

**v. Offset Unit Credit.** (Section 4.01(a)(5)) For purposes of accruing a benefit under the Offset Unit Credit Formula, the following information shall be used:

(a) Gross Benefit Percentage \_\_\_\_\_%

(b) Offset Percentage \_\_\_\_\_% (not to exceed the maximum offset allowance if the Plan is intended to meet a Code section 401(a)(4) safe harbor.)

**NOTE:** the maximum offset allowance will not exceed the lesser of (1) one-half of the Gross Benefit Percentage or (2) the applicable factor determined from Table I or II of the Disparity Addendum to the Basic Plan Document.

(c) The maximum number of Years of Credited Service taken into account under paragraphs (a) and (b) will be \_\_\_\_\_.

(If the Plan is intended to meet a Code section 401(a)(4) safe harbor: (i) may not exceed 35, and (ii) if the Plan uses the Fractional Accrual Rule or the Plan is a 412(i) Plan may not be less than 25)

(d) Percentage applied after period taken into account under paragraph (c) \_\_\_\_\_% (If the Plan is intended to meet a Code section 401(a)(4) safe harbor, may not exceed the lesser of: (1) the Gross Benefit Percentage, and (2) 133-1/3 percent of the Gross Benefit Percentage reduced by the Offset Percentage.)

(e) The maximum number of Years of Credited Service taken into account under paragraph (d) will be \_\_\_\_\_.

(If the Plan is intended to meet a Code section 401(a)(4) safe harbor and if the Plan uses the Fractional Accrual Rule or the Plan is a 412(i) Plan, the sum of paragraph (c) and paragraph (e) must be no less than 35)

**vi. Excess Flat Benefit.** (Section 4.01(a)(6)) For purposes of accruing a benefit under the Excess Flat Benefit Formula, the following information shall be used:

(a) Base Benefit Percentage \_\_\_\_\_%

(b) Excess Benefit Percentage \_\_\_\_\_% (If the Plan is intended to meet a Code section 401(a)(4) safe harbor, may not exceed the Base Benefit Percentage by more than the maximum excess allowance.)

**NOTE:** The maximum excess allowance is the lesser of (1) the Base Benefit Percentage or (2) the applicable factor determined from Table I or II of the Disparity Addendum to the Basic Plan Document multiplied by 35.

(c) The benefit shall be reduced pro rata for the Participant's Years of Credited Service less than \_\_\_\_\_. (Must be 35 if the Plan is intended to meet a Code section 401(a)(4) safe harbor.)

**vii. Offset Flat Benefit.** (Section 4.01(a)(7)) For purposes of accruing a benefit under the Offset Flat Benefit Formula, the following information shall be used:

(a) Gross Benefit Percentage \_\_\_\_\_%

(b) Offset Percentage \_\_\_\_\_% (If the Plan is intended to meet a Code section 401(a)(4) safe harbor, not to exceed the maximum offset allowance.)

**NOTE:** the maximum offset allowance will not exceed the lesser of (1) one-half of the Gross Benefit Percentage or (2) the applicable factor determined from Table I or II of the Disparity Addendum to the Basic Plan Document multiplied by 35.

(c) The benefit shall be reduced pro rata for the Participant's Years of Credited Service less than \_\_\_\_\_. (Must be 35 if the Plan is intended to meet a Code section 401(a)(4) safe harbor.)

**viii. Fixed Dollar Amount per Year.** (Section 4.01(a)(8)) Enter dollar amount earned for each Year of Credited Service: \_\_\_\_\_. Enter the maximum number of Years of Credited Service taken into account: \_\_\_\_\_. (If blank or zero, no maximum is applied. If the Plan is intended to meet a Code section 401(a)(4) safe harbor, no less than 25 if the plan uses the Fractional Accrual Rule or the Plan is a 412(i) Plan.)

**ix. Flat Benefit Percentage.** (Section 4.01(a)(9)) Each Participant's benefit is equal to \_\_\_\_\_% of Average Annual Compensation, reduced pro rata for the Participant's Years of Credited Service less than \_\_\_\_\_. (If the Plan is intended to meet a Code section 401(a)(4) safe harbor, no less than 25 if the plan uses the Fractional Accrual Rule or the Plan is a 412(i) Plan.)

**x. Flat Benefit Amount.** (Section 4.01(a)(10)) Each Participant's benefit is equal to \$\_\_\_\_\_, reduced pro rata for the Participant's Years of Credited Service less than \_\_\_\_\_. (If the Plan is intended to meet a Code section 401(a)(4) safe harbor, no less than 25 if the plan uses the Fractional Accrual Rule or the Plan is a 412(i) Plan.)

**xi. PIA Offset Unit Credit.** (Section 4.01(a)(11)) For purposes of accruing a benefit under the PIA Offset Unit Credit Formula, the following information shall be used:

(a) Gross Benefit Percentage \_\_\_\_\_%

(b) Offset Benefit Percentage \_\_\_\_\_%

(c) The maximum number of Years of Credited Service taken into account under paragraphs (a) and (b) will be \_\_\_\_\_.

**NOTE:** Not a Code section 401(a)(4) safe harbor formula.

**xii. PIA Offset Flat Benefit.** (Section 4.01(a)(12)) For purposes of accruing a benefit under the PIA Offset Flat Benefit Formula, the following information shall be used:

(a) Gross Benefit Percentage \_\_\_\_\_%

(b) Offset Percentage \_\_\_\_\_%

(c) The benefit shall be reduced pro rata for the Participant's Years of Credited Service less than \_\_\_\_\_.

**NOTE:** Not a Code section 401(a)(4) safe harbor formula.

**xiii. Frozen Benefit.** Plan was frozen as to benefit accruals as of: \_\_\_\_\_.

## Average Annual Compensation

- 26a. Average Annual Compensation** means:
- i.  **Specified Years.** The average of a Participant's annual Compensation over the consecutive year period specified in **C.26c** which occurs in the years specified in **C.26d** that produces the highest average. If the Participant has less than the number of years specified in **C.26c**, Compensation is averaged over the years specified in **C.26b**.
  - ii.  **All Years.** The average of a Participant's annual Compensation for all years specified in **C.26b**.
- 26b.** Average Annual Compensation shall be computed taking into account the following years:
- i.  Years in which the Participant earns a Year of Credited Service.
  - ii.  All years of employment with the Employer.
- 26c.** If **C.26a.i** (Specified Years) is selected, enter the number of consecutive years to be averaged in computing Average Annual Compensation: \_\_\_\_\_ (Minimum of three if the Plan is intended to meet a Code section 401(a)(4) safe harbor.)
- 26d.** If **C.26a.i** (Specified Years) is selected, the consecutive year period specified in **C.26c** will occur entirely within the following period:
- i.  All years specified in **C.26b**
  - ii.  The final \_\_\_\_\_ years (Must be greater than or equal to **C.26c**)
- 26e.** Average Annual Compensation is computed using:
- i.  Plan Year
  - ii.  calendar year
  - iii.  Plan Sponsor Fiscal Year
  - iv.  Limitation Year

## Pension - Integration

- 28a.** If **C.25.iv** through **C.25.vii** is selected (integrated accrual formula), the Integration Level for each Plan Year for each Participant will be an amount equal to:
- i.  **Covered Compensation.** Such Participant's Covered Compensation for the Plan Year.
  - ii.  **Greater of \$10,000 or 1/2 Covered Compensation.** The greater of \$10,000 or one-half of the Covered Compensation of any individual who attains social security retirement age during the calendar year in which the Plan Year begins.
  - iii.  **Dollar amount not to exceed the greater of \$10,000 or 1/2 Covered Compensation.** \$\_\_\_\_\_ (a single dollar amount not to exceed the greater of \$10,000 or one-half of Covered Compensation of any individual who attains social security retirement age during the calendar year in which the Plan Year begins).
  - iv.  **Dollar amount that exceeds the greater of \$10,000 or 1/2 Covered Compensation.** \$\_\_\_\_\_ (a single dollar amount that exceeds the greater of \$10,000 or one-half of Covered Compensation of any individual who attains social security retirement age during the calendar year in which the Plan Year begins, but not to exceed the greater of \$25,450 or 150% of the Covered Compensation of an individual attaining social security retirement age in the current Plan Year).
  - v.  **Uniform Percentage.** A uniform percentage equal to \_\_\_\_\_% of each Participant's Covered Compensation for the current year (greater than 100% but not greater than 150%, and in no event in excess of the Taxable Wage Base).
- 28b.** Covered Compensation will be determined based on the following year:
- i.  current year.
  - ii.  \_\_\_\_\_ year (may be the Covered Compensation for a Plan Year earlier than the current Plan Year, provided the earlier Plan Year is the same for all Participants and is not earlier than the later of (A) the Plan Year that begins 5 years before the current Plan Year, and (B) the Plan Year beginning in 1989. If the Plan Year entered is more than five years prior to the current Plan Year, the Participant's Covered Compensation will be that determined under the Covered Compensation table for the Plan Years five years prior to the current Plan Year).
- 28c.** Use Rounded Covered Compensation Table as described in Treas. Reg. section 1.401(l)-1(c)(7):  
 Yes  No
- 29a.** Election regarding Final Average Compensation. In determining any Participant's Final Average Compensation, the Plan Year in which a Participant terminates employment shall be disregarded:  
 Yes  No
- 29b.** Limit Final Average Compensation to Average Annual Compensation:  
 Yes  No

## Maximum Benefit - Minimum Benefit

- 30a.** Maximum benefit (Section 4.03(b)):
- i.  None
  - ii.  Monthly benefit
  - iii.  Annual benefit limited to a percentage of Average Annual Compensation
  - iv.  Annual benefit limited to a percentage of Average Annual Compensation times Years of Credited Service
- 30b.** If **C.30a.iii** (Monthly benefit), **C.30a.iv** or **C.30a.v** (Percentage of Average Annual Compensation) is selected, enter maximum:  
\_\_\_\_\_

- 31a.** Minimum benefit (Section 4.03(a)):
- i.**  None
  - ii.**  Monthly benefit
  - iii.**  Annual benefit expressed as a percentage of Average Annual Compensation
- 31b.** If **C.31a.ii** (Monthly benefit) or **C.30a.iii** (Percentage of Average Annual Compensation) is selected, enter minimum: \_\_\_\_\_

**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: \_\_\_\_\_

**Fresh Start - General**

- 34.** Enter the Fresh start formula (Section 4.04(a)):
- i.**  Formula with wear-away
  - ii.**  Formula without wear-away
  - iii.**  Formula with extended wear-away
  - iv.**  None
- NOTE:** If the Plan is intended to meet a Code section 401(a)(4) safe harbor, **C.34.ii** may not be selected if **C.21.ii** (Three Percent Rule), **C.21.iii** (Fractional Rule) or **C.21.iv** (Section 412(i) Plan) is selected.
- NOTE:** If the Plan is intended to meet a Code section 401(a)(4) safe harbor, **C.34.iii** may not be selected if **C.21.ii** (Three Percent Rule) or **C.21.iv** (Section 412(i) Plan) is selected.

**Fresh Start - Section 401(a)(17) Participants**

- 35a.** Is there a Fresh Start Date for an OBRA '93 Section 401(a)(17) Participant (Section 4.04):  
 Yes  No
- 35b.** If **C.35a** is "Yes", enter the Fresh Start Date: \_\_\_\_\_  
**NOTE:** The date specified above must be the last day of the last plan year beginning before the first plan year beginning on or after January 1, 1994.
- 36a.** Is there a Fresh Start Date for a TRA '86 Section 401(a)(17) Participant (Section 4.04):  
 Yes  No
- 36b.** If **C.36a** is "Yes", enter the Fresh Start Date: \_\_\_\_\_  
**NOTE:** The date specified above must be a fresh-start date that is not earlier than the last day of the last plan year beginning before the first plan year beginning on or after January 1, 1989 (the statutory effective date), and not later than the last day of the last plan year beginning before the first plan year beginning on or after January 1, 1994 (the regulatory effective date).
- 37.** Adjust frozen accrued benefit of Section 401(a)(17) Participants for compensation increases (Section 4.04(d)):  
 Yes  No

**Fresh Start - Other Participants**

- 38a.** Is there a Fresh Start Date for all Participants (Section 4.04):  
 Yes  No
- 38b.** If **C.38a** is "Yes", enter the Fresh Start Date: \_\_\_\_\_
- 39a.** Is there a Fresh Start Date for a miscellaneous group of Participants?  
 Yes  No
- 39b.** If **C.39a** is "Yes", enter a description of the Group: \_\_\_\_\_
- 39c.** If **C.39a** is "Yes", enter the Fresh Start Date: \_\_\_\_\_
- 40a.** If **C.38a** or **C.39a** is "Yes", adjust frozen accrued benefit of Participants other than Section 401(a)(17) Participants for compensation increases (Section 4.04(c)):
- i.**  No
  - ii.**  Old Compensation fraction
  - iii.**  New Compensation fraction
  - iv.**  Reconstructed Compensation fraction
  - v.**  Substitute current Compensation in old formula
- NOTE:** Reconstructed compensation fraction may be selected only if the latest fresh-start date is before the first day of the first plan year beginning on or after January 1, 1994.
- 40b.** If **C.38a** or **C.39a** is "Yes" and **C.40a.iv** (Reconstructed Compensation fraction) is selected, enter date of measurement for the reconstructed compensation fraction: \_\_\_\_\_

**NOTE:** (The selected year must begin after the latest fresh-start date.)

### Employee Contributions

- 45a.** Mandatory Employee Contributions are required for participation in the Plan (Section 4.07)
- i.**  Yes
  - ii.**  No - formerly allowed
  - iii.**  No
- 45b.** If **C.45a.i** is selected, enter amount of Mandatory Employee Contributions: \_\_\_\_\_
- 45c.** If **C.45a.i** or **C.45a.ii** is selected, the mandatory contribution conversion date shall be for Plan Years beginning after 12/31 of this year (not later than 1994) (Section 4.07(c)): \_\_\_\_\_
- 45d.** If **C.45a.ii** is selected, enter date contributions ceased: \_\_\_\_\_
- 46.** Voluntary (after-tax) Contributions and/or QVECs were previously permitted (Section 7.14):  
 No  Formerly Allowed

### Rollovers

- 47a.** Rollover Contributions are permitted (Section 7.14):
- 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

### Section 415 Limits

- 48a.** Corrections to Code section 415 violations made to another plan (Section 5.01):  
 Yes  No
- 48b.** If **C.48a** is "Yes", name of plan in which 415 corrections will be made: \_\_\_\_\_
- 49.** In determining the 100% of Compensation Limitation, High Three-Year Average Compensation is computed using (Section 5.03(d)):  
 Plan Year  Calendar Year

### 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.)
- 3.** 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
- 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 service with other non-affiliated employers for vesting purposes  
 Yes  No
- 5b.** If **D.5a** is "Yes", list other non-affiliated employers: \_\_\_\_\_

#### Vesting Exceptions

- 6.** Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee (Section 6.01):  
 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

- 9a. Exclude Years of Vesting Service earned before age 18:  
 Yes  No
- 9b. Exclude Years of Vesting Service earned before the Employer maintained this Plan or a predecessor plan:  
 Yes  No
- 9c. **One-year holdout.** If an Employee has a 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.  
 Yes  No
- 9d. **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

#### Pension Accruals

20. Vesting Schedule (Section 6.01):  
 100%  3-7 Year Graded  2-6 Year Graded  1-5 Year Graded  1-4 Year Graded  5 Year Cliff  3 Year Cliff  2 Year Cliff  Other
- 21a. Other Schedule - less than 1 year:  
21b. Other Schedule - 1 year but less than 2 years:  
21c. Other Schedule - 2 years but less than 3 years:  
21d. Other Schedule - 3 years but less than 4 years:  
21e. Other Schedule - 4 years but less than 5 years:  
21f. Other Schedule - 5 years but less than 6 years:  
21g. Other Schedule - 6 years but less than 7 years:  
21h. Other Schedule - 7 or more years: 100%
- NOTE:** Any vesting schedule described in **D.21** must provide vesting at least as rapidly as the "5 Year Cliff" vesting schedule or the "3-7 Year Graded" vesting schedule.

#### 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**.  
iii.  **Earlier** of attainment of the Age specified in **E.1b** and the number of Years of Credited Service specified in **E.1d**.  
**NOTE: E.1a.iii** is not a uniform retirement age and may not be selected if the Plan is intended to meet a Code section 401(a)(4) safe harbor.
- 1b. Age component of Normal Retirement Age (not to exceed 65): \_\_\_\_\_
- 1c. If **E.1a.ii** is selected, number of years after date of participation for Normal Retirement Age (maximum of five): \_\_\_\_\_
- 1d. If **E.1a.iii** is selected, number of Years of Credited Service: \_\_\_\_\_
- 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
- 2b. If **E.2a.iii** is selected (Anniversary date nearest Normal Retirement Age), enter anniversary date: \_\_\_\_\_
- 2c. Plan allows suspension of benefits pursuant to Section 7.13:  
 Yes  No

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

- 3a. Normal form of benefit (Section 7.01(a)):  
i.  Single life annuity  
ii.  Single life annuity with term certain specified in **E.3b**.  
iii.  Qualified Joint and Survivor Annuity specified in **E.3c**.
- 3b. If **E.3a.ii** is selected (normal form is "Single life annuity with term certain"), enter term in years: \_\_\_\_\_
- 3c. Percentage of survivor benefit for Qualified Joint and Survivor Annuity \_\_\_\_\_% (Not less than 50% and not more than 100%).

- 4a. 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 50%, 75% or 100% survivor annuity
  - iv.  Life annuity with 60 month term certain
  - v.  Life annuity with 120 month term certain
  - vi.  Life annuity with 180 month term certain
  - vii.  Life annuity with 240 month term certain
  - viii.  Social Security level income
  - ix.  Other optional form of benefit
- 4b. If **E.4a.ix** (Other) is selected, describe other optional form of benefit: \_\_\_\_\_.
- 4c. If **E.4a.ii** (lump sum) is selected, select amount of benefit available for lump sum:
- i.  Entire Accrued Benefit
  - ii.  Limited Accrued Benefit
- NOTE:** If **E.4c.ii** is selected, lump sum benefit is not available if present value of Accrued Benefit is greater than the amount specified in **E.4d**.
- 4d. If **E.4a.ii** (lump sum) is selected and **E.4c.ii** is selected, enter maximum amount of lump sum distribution: \_\_\_\_\_
- 4e. If **E.4a.ii** (lump sum) is selected, enter any other conditions in receiving the lump sum (such as age and service): \_\_\_\_\_
- 4f. If **E.4a.ii** (lump sum) is selected, a Participant may choose a partial lump sum in addition to an annuity:  
 Yes  No
- 4g. If **E.4a.ii** (lump sum) is selected, a lump sum greater than the amount specified in **E.28** may be transferred to the Segregated Account after Termination of Employment (Section 7.14):  
 Yes  No
- 4h. If **E.4a.ii** (lump sum) is selected, a lump sum greater than the amount specified in **E.28** may be transferred to the Segregated Account for a Participant who reaches his Normal Retirement Date while still employed (Section 7.14):  
 Yes  No
- 4i. If **E.4a.ii** (lump sum) is selected, permit in-kind distributions:  
 Yes  No
- 4j. If an option is selected in **E.4a** that permits designation of a beneficiary, limit beneficiary to Participant's spouse:  
 Yes  No

### Early Retirement

5. Plan provides an Early Retirement Benefit payable under the optional forms described in **E.4** (Section 7.01(c)):  
 Yes  No
- 6a. Early Retirement Age means:
- i.  Attainment of the Age specified in **E.6b**.
  - ii.  **Later** of attainment of the Age specified in **E.6b** and the number of Years of Credited Service specified in **E.6c**.
  - iii.  **Earlier** of attainment of the Age specified in **E.6b** and the number of Years of Credited Service specified in **E.6c**.
  - iv.  Attainment of the **sum** of the Age specified in **E.6b** and the number of Years of Credited Service specified in **E.6c**.
- 6b. Age component of Early Retirement Age (not to exceed 65): \_\_\_\_\_
- 6c. If **E.6a.i** is not selected, number of Years of Credited Service for Early Retirement Age: \_\_\_\_\_
- 6d. If **E.6a.i** is not selected, use Years of Eligibility Service in lieu of Years of Credited Service in **E.6**:  
 Yes  No
- 7a. 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 nearest Early Retirement Age
- 7b. If **E.7a.iii** is selected (Anniversary date nearest Early Retirement Age), enter anniversary date: \_\_\_\_\_
8. Specify the method of reducing the Participant's Early Retirement Benefit for the number of years that a Participant's Early Retirement Date precedes his projected Normal Retirement Date:
- 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
- NOTE:** If any option other than **E.8.v** (Actuarial Equivalent) is selected, the percentages must specified in **E.9** and **E.10** must be reasonable.
9. If **E.8.i** - **E.8.iv** is selected, a Participant's Early Retirement Benefit shall be reduced by **a.** \_\_\_\_\_% for each year that his Early Retirement Date precedes his projected Normal Retirement Date. This reduction shall apply for **b.** \_\_\_\_\_ years preceding his Normal Retirement Date.
10. If **E.8.iii** - **E.8.iv** is selected, a Participant's Early Retirement Benefit shall be reduced by **a.** \_\_\_\_\_% for each year that his Early Retirement Date precedes the period described in **E.9b**. This reduction shall apply for **b.** \_\_\_\_\_ years preceding

the period described in **E.9b**.

### Disability Retirement

12. 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 a percentage of the estimated monthly Normal Retirement Benefit. The amount of the monthly Disability benefit shall be equal to percentage specified in **E.14** of the Participant's normal retirement benefit 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
- 13a. If **E.12.iii** or **E.12.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.13b**.
  - ii.  Other
- 13b. If **E.13a.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
- 13c. If **E.13a.ii** is selected (Other), enter Disability Retirement Date and the elimination period: \_\_\_\_\_.
14. If **E.12.iii** is selected (Temporary benefit equal to a percentage of Normal Retirement Benefit), enter percentage (without % sign): \_\_\_\_\_.
15. If **E.12.iv** (Other Disability Benefit) is selected, describe the benefit: \_\_\_\_\_.

### Other vested termination benefits

16. Offer a lump sum distribution of the present value of the Accrued Benefit 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 present value of Accrued Benefit is greater than the amount specified in **E.18**.
- 17a. If **E.16** is 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.16.ii** is selected (Yes - with limitation), enter maximum amount of lump sum: \_\_\_\_\_.
19. If **E.16** is not "No", permit in-kind distributions:  
 Yes  No

### Death Benefits

20. Amount of death benefit (Section 7.02(c)):
- i.  Qualified Preretirement Survivor Annuity only
  - ii.  Accrued Benefit
  - iii.  Percentage of Accrued Benefit
  - iv.  Multiple of Monthly Benefit
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)
- 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 60 month term certain
  - iv.  Life annuity with 120 month term certain
  - v.  Life annuity with 180 month term certain
  - vi.  Life annuity with 240 month term certain
- 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.23b**.
- 23b. If **E.23a.ii** is selected (lump sum - with limitation), enter maximum amount of lump sum: \_\_\_\_\_.

- 23c. 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

#### Cost of Living Increases/Rounding

- 24a. Cost of living increases (Section 4.01(c)):  
i.  None  
ii.  Lesser of stated percentage or SS increase  
iii.  Social Security increase
- 24b. If C.24a.ii (Lesser of stated percentage or SS increase) is selected, enter percentage: \_\_\_\_\_
- 25a. Benefit calculations are rounded to the nearest amount specified below (Section 7.02(f)):  
i.  Cent  
ii.  Dollar  
iii.  Other
- 25b. If C.25a is "Other" enter dollar amount: \_\_\_\_\_

#### 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.

#### 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:  
i.  **Retirement.** April 1 of the calendar year following the later of the calendar year in which the Participant: (x) attains age 70-1/2, or (y) retires  
ii.  **Age 70-1/2.** April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2  
iii.  **Election.** Participant may elect to commence distributions pursuant to either E.30.i or E.30.ii.

#### 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

##### 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**:  
 No  
 Only to the extent necessary to prevent death benefits from exceeding any applicable Plan or legal limit.  
 Yes
- 2e. If **G.2a.i** is not selected, enter maximum amount of coverage:  
 Multiple of monthly benefit  
 Incidental reserve  
 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 - Sections 10.02 through 10.08 of the Basic Plan Document shall not apply.
- NOTE:** If a separate trust agreement is to be used (**G.20.ii** is selected), it will be deemed to be a volume submitter modification and the separate trust must be included in the Plan Sponsor's application for favorable determination letter.
- 21.** Trustee Type
- i.**  Corporate
  - ii.**  Individual
- 22.** If **G.21.i** (Corporate) is selected, enter Trustee address: \_\_\_\_\_
- 23.** Name of Trustee: \_\_\_\_\_
- 24a.** Type of Trustee Indemnification:
- i.**  Standard according to Section 10.07(b)
  - ii.**  Custom
- 24b.** If **G.24a.ii** (Custom) is selected, indemnification for the Trustee is provided pursuant to an addendum to the Adoption Agreement.
- 25.** The Trustees may designate one Trustee to act on behalf of all Trustees (Section 10.05(b)(2)):
- Yes  No

## H. TOP HEAVY

### Top Heavy Plans

- 1.** Plan to which Top-Heavy accruals are made (Section 11.02):
- i.**  This Plan - 2%
  - ii.**  Pursuant to the terms of another plan
- 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%  2-6 Year Graded  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 years but less than 4 years:
- 6e.** Other Top-Heavy Schedule - 4 years but less than 5 years:
- 6f.** Other Top-Heavy Schedule - 5 years but less than 6 years:
- 6g.** Other Top-Heavy Schedule - 6 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 or the "2-6 Year Graded" vesting schedule.

**Present Value Assumptions**

- 7a.** Enter the interest rate to be used for determining Present Value to compute the Top-Heavy Ratio: \_\_\_\_\_%
- 7b.** Enter the mortality table to be used for determining Present Value to compute the Top-Heavy Ratio: \_\_\_\_\_

**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 #03- DB 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 \_\_\_\_\_, 200 \_\_\_\_.

PLAN SPONSOR (COMPANY):

\_\_\_\_\_

TRUSTEE:

\_\_\_\_\_

## EGTRRA ADDENDUM

### A. GENERAL INFORMATION

#### Compensation

- 22a.** Increase Compensation limit to amount provided by EGTRRA (Definition of Compensation as amended by the EGTRRA Addendum to the Basic Plan Document):  
 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.

### C. BENEFITS

#### Rollovers

- 47b.** If **C.47a** is not "No", Rollover Contributions are permitted from (Section 7.14(b)(2) as amended by the EGTRRA Addendum to the Basic Plan Document):  
**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

- 48c.** Provide benefit increases resulting from increases in Code Section 415(b) as amended by EGTRRA. (Sections 5.01A and 5.01B as added by the EGTRRA Addendum to the Basic Plan Document):  
 Yes  No
- 48d.** If **C.48c.** is "Yes", increases in EGTRRA 415(b) limits apply to:  
 Current Participants only  All current and former Participants
- 48e.** If **C.48c.** is "Yes", is the Plan a multiemployer plan:  
 Yes  No  
**NOTE:** Section 5.01A applies unless "Yes" is selected in which case Section 5.01B shall apply.

### E. DISTRIBUTIONS

- 29d.** Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's nonforfeitable Accrued Benefit for purposes of the Plan's involuntary cash-out rules (Sections 7.03(e) and 7.04(a) as amended by the EGTRRA Addendum to the Basic Plan Document):  
 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.).

## **EFFECTIVE DATE ADDENDUM**

**Use this Addendum to provide any effective dates for Plan provisions other than the Effective Date specified in A.3.**