

THE

DEFINED BENEFIT PLAN AND TRUST

(EFFECTIVE _____, _____)

(ORIGINALLY EFFECTIVE _____, _____)

THE

DEFINED BENEFIT PLAN AND TRUST

(VOLUME SUBMITTER - IRS LETTER: VS322590)

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ADOPTION AGREEMENT OF THE

DEFINED BENEFIT PLAN AND TRUST

NAME OF EMPLOYER: _____

EMPLOYER I.D.: _____

PLAN SERIAL NUMBER: _____

The following words and phrases as used in this Adoption Agreement shall have the meanings set forth in this paragraph, unless a different meaning is clearly required by the context. The term "this Plan" shall mean the attached basic plan document and, as contextually necessary, the within executed Adoption Agreement. The section numbers in this Adoption Agreement correspond to the appropriate section numbers in the basic plan document for cross-reference purposes (indicated herein as the corresponding plan section number preceded by "A-"). Every reference to a section number of the basic plan document shall be preceded by "Plan §" or, in plural form, "Plan §§". The term "the Code" shall mean the Internal Revenue Code. Every reference to a section number of the Code shall be preceded by "Code §" or, in plural form, "Code §§".

PROVISIONS

The following provisions are made part of the accompanying Volume Submitter Defined Benefit Basic Plan Document # 005.

A-1.02 Actuarial Equivalent: Except as provided in **Plan §7.02**, actuarial equivalence shall be determined based on the following assumptions:

a. Interest Rate: (must be between 7.5% and 8.5% if this Plan provides for permitted disparity under Code §401(1)):

- () The applicable interest rate under **Plan §7.02.b.**
- () _____% before the normal retirement date and
_____% after the normal retirement date.

b. Mortality Table:

- () The prevailing commissioners' standard table as described in Rev. Rul. 95-6, 1995-4 R.B. 22.
- () _____ (must be a standard mortality table as described in Income Tax Regs. §1.401(a)(4)-12 if this Plan provides for permitted disparity under Code §401(1))

Mortality factors:

- () Shall be used after normal retirement date only.
- () Shall be used before and after normal retirement date.

A-1.04 Anniversary Date:

- () The first day of the plan year.
- () The last day of the plan year.

A-1.05 Average Annual Compensation: Compensation averaged over:

- () _____ (not less than 3) consecutive years which produce the highest such average. As used in this section, **year** means:
 - () The plan year.
 - () The calendar ending with or within the plan year.
 - () (a consecutive 12-month period ending with or within the plan year.) Enter the day and the month this period begins: _____ (day) _____ (month)). For employees whose date of hire is less than 12 months before the end of the 12-month period designated, compensation will be determined over the plan year.
- () _____ (not less than 36) consecutive month period of service which produces the highest such average.

The computation of average annual compensation shall exclude:

- () Not applicable.
- () Select as applicable from the following (year means as elected above):
 - () Compensation received for service completed before the employee became a participant.
 - () Compensation received for the year in which the participant terminated employment.
 - () Compensation received for the month in which the participant terminated employment and the preceding _____ months.
 - () Compensation received for service completed more than _____ years preceding the year in which the participant terminated employment. This election shall be void where its application would result in a period shorter than the elected averaging period.
 - () Compensation received for service completed more than _____ months preceding the month in which the participant terminated employment. This election shall be void where its application would result in a period shorter than the elected averaging period.

Average monthly compensation: Average annual compensation expressed as a monthly rate.

A-1.07 Compensation: All of a participant's compensation as defined in **Adoption Agreement §A-11.03.c**. Compensation shall exclude the

following (for purposes other than **Article XI** and **Article XII** of this Plan):

- Commissions
- Bonuses
- Payments received for overtime

Compensation:

- shall
- shall not

include employer contributions made pursuant to a salary reduction agreement which are not includible in the gross income of the participant under Code §§ 125, 132(f)(4), 402(e)(3), 402(h)(1)(b), or 403(b).

If benefits are integrated with social security, then compensation will include all wages subject to FICA taxes.

For purposes of determining benefits, compensation shall be limited to:

- Not applicable.
- \$_____.

A-1.08

Effective Date: (Cannot precede January 1, 1997; however, some provisions may specify differing effective dates for applicability of such provisions.)

- _____, the original date on which this Plan became effective.
- _____, the date on which this amended and restated Plan became effective. (The original effective date of this Plan is _____.)

A-1.09

Employee: Any person employed by the Employer, and shall also include (select all applicable boxes):

- Not applicable.
- The sole proprietor if a sole proprietorship;
- A partner if a partnership, unless the partner elects not to participate.

A-1.13

Fiscal Year: The 12-consecutive month period coinciding with the Employer's fiscal year, which begins on _____ and ends on _____.

A-1.14

Highly Compensated Employee Elections:

Top-paid group election (select one):

- () In determining who is a highly compensated employee, the Employer chooses **not** to make a top-paid group election.
- () In determining who is a highly compensated employee, the Employer makes a top-paid group election. The effect of this election is that an employee who is not a 5%-owner at any time during the determination year or the lookback year, but who has compensation in excess of \$80,000 (as adjusted) for the lookback year, is a highly compensated employee only if the employee was in the top-paid group for the lookback year.

Calendar year data election (select one):

- () In determining who is a highly compensated employee (other than as a 5%-owner), the Employer chooses **not** make a calendar year data election.
- () In determining who is a highly compensated employee (other than as a 5%-owner), the Employer makes the calendar year data election. The effect of this election is that the lookback year is the calendar year beginning with or within the lookback year.

A-1.19 Plan Administrator:

- () The Employer.
- () _____.

A-1.20 Plan Year: The 12-consecutive month period commencing on _____ and each anniversary thereof.

A-2.01 Service:

Eligibility Service will be determined on the basis of the following method (select one):

- () On the basis of actual hours for which the employee is paid or entitled to payment.
- () On the basis of days worked. An employee will be credited with 10 hours if under **Plan §1.15** such employee would be credited with at least one hour of service during the day.
- () On the basis of weeks worked. An employee will be credited with 45 hours of service if under **Plan §1.15** such employee would be credited with at least one hour of service during the week.
- () On the basis of semi-monthly payroll periods. An employee will be credited with 95 hours of service if under **Plan §1.15** such employee would be credited with at least one hour of service during the semi-monthly payroll period.
- () On the basis of months worked. An employee will be credited with 190 hours of service if under **Plan §1.15** such employee would be credited with at least one hour of service during the month.
- () On the basis of the elapsed time as provided for in **Plan §2.07**.

Service for the purpose of determining **years of service** will be determined on the basis of the following method (select one only):

- () On the basis of actual hours for which the employee is paid or entitled to payment.
- () On the basis of days worked. An employee will be credited with 10 hours if under **Plan §1.15** such employee would be credited with at least one hour of service during the day.
- () On the basis of weeks worked. An employee will be credited with 45 hours of service if under **Plan §1.15** such employee would be credited with at least one hour of service during the week.
- () On the basis of semi-monthly payroll periods. An employee will be credited with 95 hours of service if under **Plan §1.15** such employee would be credited with at least one hour of service during the semi-monthly payroll period.
- () On the basis of months worked. An employee will be credited with 190 hours of service if under **Plan §1.15** such employee would be credited with at least one hour of service during the month.
- () On the basis of the elapsed time as provided for in **Plan §2.07**.

A-2.02 Year of Eligibility Service:

- () The 12-month period (computation period) beginning on the employee's first day of service (or an anniversary thereof) in which the employee has completed _____ (not to exceed 1,000) hours of service.
- () The 12-month period (computation period) beginning on the employee's first day of service and, after that, the 12-month period (computation period) coinciding with the plan year and commencing with the first plan year next following the first day of service of the employee in which the employee has completed _____ (not to exceed 1,000) hours of service.

A-2.03 Year of Service: A 12-month period (computation period), corresponding to the plan year, in which the employee has completed _____ (not to exceed 1,000) hours of service not otherwise excludible under this Adoption Agreement, and

- () Shall not include service completed with a the predecessor employer.
- () Shall include service completed with _____, the predecessor employer.

A-2.04 Year of Participation:

- () A plan year during which a participant either completes more than 500 hours of service during the plan year, or is employed on the last day of the plan year (safe harbor).
- () A plan year during which the participant completes _____ (elect not more than 2,000) hours of service. If the participant either completes more than 500 hours of service

during the plan year or is employed on the last day of the plan year but has less than the elected number of hours of service during the plan year, such participant shall receive an accrual for such year which bears the same ratio to full accrual as the number of hours the participant actually completes bears to the elected number of hours of service. Such participant's benefit shall be based upon the compensation the participant would have earned if the participant had completed the elected number of hours of service (safe harbor).

- () A plan year during which a participant completes more than _____ (not more than 1,000) hours of service during the plan year.
- () A plan year during which the participant completes _____ (elect not more than 2,000) hours of service. If the participant completes more than _____ (not less than 1000) hours of service during the plan year, but has less than the elected number of hours of service during the plan year, such participant shall receive an accrual for such year which bears the same ratio to full accrual as the number of hours the participant actually completes bears to the elected number of hours of service. Such participant's benefit shall be based upon the compensation the participant would have earned if the participant had completed the elected number of hours of service.

A-2.04

Years of Credited Service: For purposes of the plan benefit formula, shall coincide with (select one):

- () Years of participation.
- () Years of service.

Prior Service Credits:

- () Not applicable.
- () If this Plan initially or upon amendment credits or increases benefits for service prior to the current year, the period for which such credits or increases in benefits are granted shall be limited to the _____ (not more than 5 if using safe harbor) years preceding the current year. Such credits or increases in benefits shall be granted on a uniform basis to all current participants in this Plan.

A-2.05

Break in Service:

- a. **Break In Eligibility Service:** A year of eligibility service computation during which the employee fails to complete more than _____ (not to exceed 500) hours of service.
- b. **Break In Service:** A year of service computation period during which the employee fails to complete more than _____ (not to exceed 500) hours of service.

A-3.01 Participation: Each employee will be eligible to participate in this Plan except the following:

- () Employees who have not attained the age of _____ (not to exceed 21).
- () Employees who have not completed _____ of eligibility service (hereinafter **period of eligibility service**). (Cannot exceed one year of eligibility service, unless this Plan provides a nonforfeitable right to 100% of the participant's accrued benefit derived from employer contributions after not more than 2 years of eligibility service, in which case up to 2 years is permissible.)
- () Employees included in a unit of employees covered by a collective bargaining agreement between the employer and employee representatives, if retirement benefits were subject of good faith bargaining and if 2% or less of the employees of the Employer who are covered pursuant to that agreement are professionals as defined in Regs. §1.410(b)-9. For this purpose, the term **employee representatives** does not include any organization more than half of whose members are employees who are owners, officers, and executives of the Employer.
- () Employees who are nonresident aliens (within the meaning of Code §7701(b)(1)(B)) and who receive no earned income (within the meaning of Code §911(d)(2)) from the Employer which constitutes income from sources within the United States (within the meaning of Code §861(a)(3)).
- () Employees who became employees as the result of a Code §410(b)(6)(C) transaction. These employees will be excluded during the period beginning on the date of the transaction and ending on the last day of the first plan year beginning after the date of the transaction. A §410(b)(6)(C) transaction is an asset or stock acquisition, merger, or similar transaction involving a change in the employer of the employees of a trade or business.
- () Employees who fail to make mandatory employee contributions if so required by **Adoption Agreement SA-4.03.a.**
- () The following employee group(s): _____ (e.g., salaried employees, hourly employees, highly compensated employees, key employees).

A-3.01 Entry Date:

- () The later of the effective date or the first day of the plan year during which the eligible employee meets the requirements to become a participant.
- () The first day of the plan year during which the eligible employee meets (or would have met, had this Plan been in effect prior to the date of hire of the employee) the requirements to become a participant.
- () The 6-month anniversary date of the first day of the current plan year if the employee meets the requirements to participate during the first 6 months of the current plan year and shall be the first day of the next following plan year if the employee meets the requirements to participate during the last 6 months of the current plan year.

- () If selected, a participant whose entry date would otherwise be the 6-month anniversary date of the first day of the current plan year, will be the first day of the current plan year instead.
- () The first day of the plan year next following the plan year in which the participant meets the requirements to participate, provided that the employee will be eligible to participate upon the completion of one-half year of service and the attainment of age 20 and 1/2.
- () The earlier of: (i) the first day of the plan year beginning after the date on which the employee has met the age and service requirements, or (ii) 6 months after the date the requirements are met.
- () **Exception:** If selected, an otherwise eligible employee, employed on _____ shall enter the plan on this date, even if the employee did not meet (select as applicable):
 - () The attained age requirement.
 - () The eligibility service requirement.

A-3.02 Plan Reentry: The completion of a year (or, if less, a period) of eligibility service (pursuant to **Adoption Agreement §A-3.01** above) to reenter:

- () Shall be required under this Plan.
- () Shall not be required under this Plan.

A-4.03.a. Mandatory Employee Contributions (select one):

- () Not applicable. (Must be used if this Plan provides for permitted disparity.)
- () In order to participate in this Plan, each eligible employee shall contribute _____% (not to exceed 6.0%) of compensation as defined in **Plan §1.07**.

A-4.03.d. Rollovers from Other Qualified Plans:

- () Will not be permitted under this Plan.
- () Will be permitted under this Plan and
 - () shall
 - () shall not

be maintained in a separately-directed investment account for each such rollover.

A-4.03.f. Participants' Interest in Plan Assets - Individual Account Balances (select one):

- () Not applicable.

- () In this Plan's investment account, in which each participant will have a ratable interest.
- () In a separate investment account, by which each participant will have an individual participant-directed investment account.
- () Either of the above, in whole or in part, at the participant's option.

A-5.02.a. Rule for Limitation or Determination of Accrued Benefit:

- () Shall be subject to the limitations under the 133-1/3 rule.
- () Shall be subject to the 3% rule (may not be used in plans that provide for permitted disparity or with fresh-start **options 2 or 3** in **Adoption Agreement §A-5.03.b.**).
- () Shall be subject to the fractional rule (may not be used with formula without wear-away fresh-start **option 2** in **Adoption Agreement §A-5.03.b.**).

A-5.03.a. Determination of Frozen Accrued Benefit: Fresh Start Rules

- () Not applicable.
- () **Definition of fresh-start group:** The fresh-start group consists of all participants who have accrued benefits as of the fresh-start date and have at least one hour of service with the Employer after that date. However, if designated below, the fresh-start group shall be limited to:

1.() Code §401(a)(17) participants

(may be elected only with respect to a Tax Reform Act of 1986 (TRA '86) fresh-start date and with respect to an Omnibus Budget Reconciliation Act of 1993 (OBRA '93) fresh-start date). A TRA '86 fresh-start date means 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). An OBRA '93 fresh-start date means the last day of the last plan year beginning before the first plan year beginning on or after January 1, 1994.

2.() Members of an acquired group of employees

An acquired group of employees means employees of a prior employer who become employed by the Employer in a transaction between the Employer and the prior employer that is a stock or asset acquisition, merger, or other similar transaction involving a change in the employer of the employees of the trade or business on or before **MM ____ DD ____ YY ____** (enter a date no later than the end of the transition period defined in Code §410(b)(6)(C)(ii), if the date selected is after

February 10, 1993). The date in the preceding sentence will be the fresh-start date with respect to members of the acquired group described below.

3.() Benefit attributable to assets transferred to this Plan

The acquired group consists of employees with a frozen accrued benefit that is attributable to assets and liabilities transferred to the plan as of a fresh start date in connection with the transfer and for whom the current formula is different from the formula used to determine the frozen accrued benefit.

The fresh start date in connection with the transfer is: **DD** ____ **MM** ____ **YY** ____ (must be the date as of which the employees begin accruing benefits under this Plan).

The group of employees with a frozen accrued benefit that is attributable to assets and liabilities transferred to this Plan is: _____

A-5.03.b. Accrued Benefit of Each Participant in the Fresh-Start Group:

- () Not applicable.
- () Will be equal to (select one):
 - () **Option 1: (formula with wear-away)** the greater of:
 - (a) the participant's frozen accrued benefit, if any; and
 - (b) the participant's accrued benefit determined with respect to the current benefit formula as applied to the participant's total years of credited service under this Plan.
 - () **Option 2: (formula without wear-away)** the sum of:
 - (a) the participant's frozen accrued benefit, if any; and
 - (b) the participant's accrued benefit determined with respect to the current benefit formula as applied to the participant's years of credited service beginning after the fresh-start date.

If, however, the participant's benefit under this Plan is accrued under the 3% accrual rule of **Plan §5.02.a.2.**, or the fractional accrual rule of **Plan §5.02.a.3.**, or if this Plan satisfies the safe harbor for insurance contract plans in Regs. §1.401(a)(4)-3(b)(5), this formula without wear-away will not apply, and the participant's accrued benefit will be determined in accordance with the formula with wear-away above.

- () **Option 3: (formula with extended wear-away)** the greater of the accrued benefit determined for the participant under the formula with wear-away or the formula without wear-away above.

If, however, the participant's benefit hereunder is accrued under the 3% accrual rule in **Plan §5.02.a.2.**, or if this Plan satisfies the safe harbor for insurance contract plans in Regs. §1.401(a)(4)-3(b)(5), the formula with extended wear-away will not apply, and the participant's accrued benefit will be determined in accordance with the formula with wear-away above.

A-5.04 Adjustments to Frozen Accrued Benefit:

- () Not applicable.
- () The Employer elects to adjust each participant's frozen accrued benefit in accordance with the fraction and/or method as follows:

A. Non-§401(a)(17) participants (select one):

- 1.() Not applicable.
- 2.() Old compensation fraction of **Plan §5.04.b.2.(a).**
- 3.() New compensation fraction of **Plan §5.04.b.2.(b).**
- 4.() Reconstructed compensation fraction of **Plan §5.04.b.2.(c).** (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) For purposes of calculating a participant's reconstructed compensation, the selected year will be the plan year beginning in (the selected year must begin after the latest fresh-start date):

- ()1989 ()1992
- ()1990 ()1993
- ()1991 ()1994

- 5.() Alternative adjustment method of **Plan §5.04.b.2.(d).**

B. §401(a)(17) participants (select one):

- 1.() Not applicable.
- 2.() Special adjustment method of **Plan §5.04.c.2.**

A-6.01.a. Normal Retirement Age: For each participant normal retirement age is the later of:

- () Age _____ (not to exceed 65), and
- () The _____ (not to exceed 5th) anniversary of the participation commencement date. If, for plan years beginning before January 1, 1988, normal retirement age was determined with reference to the anniversary of the participation commencement date (more than 5 but not to exceed 10 years),

the anniversary date for participants who first commenced participation under the plan before the first plan year beginning on or after January 1, 1988, shall be the earlier of (A) the 10th anniversary of the date the participant commenced participation in the plan (or such anniversary as had been elected by the employer, if less than 10); or (B) the 5th anniversary of the first day of the first plan year beginning on or after January 1, 1988. The participation commencement date is the first day of the first plan year in which the participant commenced participation in this Plan.

Normal Retirement Date:

- () The date the participant reaches normal retirement age.
- () The first day of the month coinciding with or next following the date on which the participant reaches normal retirement age.

A-6.01.b. Early Retirement Date:

- () Not applicable.
- () The later of the participant's _____th birthday and the _____th anniversary of the participant's entry date.
- () The later of the participant's _____th birthday and the completion of _____ years of service.

A-6.01.d. Delayed Retirement Date:

- () Participants will be allowed to delay the commencement of benefits until the required beginning date.
- () Participants will not be allowed to delay the commencement of benefits until the required beginning date.
- () Participants will be allowed to delay the commencement of benefits until the earlier of _____
_____ and the required beginning date.

A-6.02 Effective Date for Elected Benefit Formula: The effective date for the elected benefit formula shall be _____ (subject to the prior service limitation elected in **Adoption Agreement §A-2.04**).

A-6.02.c. Multiple Benefit Formulas: This Plan is:

- () **Nonintegrated.** (Proceed to **Adoption Agreement §A-6.03**.)
- () **Integrated.** (Proceed to **Adoption Agreement §A-6.04**.)
- () Nonintegrated and/or integrated according to the elections made in **Adoption Agreement §§ A-6.03** and **A-6.04** below.
- () **Maximum benefit amount:** \$_____.

Subject to the maximum amount, if elected, if more than one benefit formula is elected, then the participant shall be entitled to receive the highest benefit determined under the elected formulas.

A-6.03

Nonintegrated Benefit Plan:

a. Formulas: The annual benefit payable at the normal retirement date shall be equal to (select applicable provisions):

1. Career average benefit formula (benefits accrued under the 133-1/3 accrual rule (**Plan §5.02**)):

() **Level rate accrual formula**

____% of the actual compensation received for each year of credited service.

() **Step rate accrual formula I**

____% of the actual compensation received if the year of credited service is the ____ or lesser year of service, plus ____% (cannot exceed first percentage by more than 1/3) of actual compensation for each subsequent year of credited service.

() **Step rate accrual formula II**

____% of the actual compensation received if the year of credited service is the ____ or lesser year of credited service, plus ____% (cannot exceed first percentage by more than 1/3) of actual compensation for each subsequent year of credited service.

() **Step rate accrual formula III**

____% of actual compensation for each year of credited service if the participant has not yet attained age ____ as of the end of the plan year and ____% (cannot exceed first percentage by more than 1/3) of actual compensation for each subsequent year of credited service.

2. Group career average benefit formula:

() Such percentages of actual compensation received for each year of credited service as elected below, depending on the type of service performed (a percentage cannot exceed the lowest percentage by more than 1/3):

Service 1: _____ : _____ %
Service 2: _____ : _____ %
Service 3: _____ : _____ %
Service 4: _____ : _____ %

Service 5: _____: _____%

3. Unit credit benefit formula: (benefits accrued under the 133-1/3 accrual rule ([Plan §5.02](#)))

() **Level rate accrual formula**

_____ % of average annual compensation for each year of credited service, up to a maximum of _____ [N/A or #] years of credited service.

() **Step rate accrual formula I**

_____ % of average annual compensation for each year of credited service, if the credited year of service is the participant's _____ or lesser year of service, and _____ % (cannot exceed first percentage by more than 1/3) of average annual compensation for each subsequent year of credited service.

Years of credited service used shall be limited to _____ [N/A or #], and will be those years which provide the highest benefit accrual.

() **Step rate accrual formula II**

_____ % of average annual compensation for each year of credited service, if the credited year of service is the participant's _____ or lesser year of credited service, and _____ % (cannot exceed first percentage by more than 1/3) of average annual compensation for each subsequent year of credited service.

Years of credited service used shall be limited to _____ [N/A or #], and will be those years which provide the highest benefit accrual.

() **Step rate accrual formula III**

_____ % of average annual compensation for each year of credited service if the participant has not yet attained age _____ as of the end of the plan year and _____ % (cannot exceed first percentage by more than 1/3) of average annual compensation for each subsequent year of credited service.

Years of credited service used shall be limited to _____ [N/A or #], and will be those years which provide the highest benefit accrual.

4. Unit credit final average benefit formula (benefits accrued under the fractional accrual rule ([Plan §5.02](#))):

() **Level rate accrual formula**

_____ % of average annual compensation for each year of credited service up to a maximum of _____ years (no less than 25 years).

() **Step rate accrual formula**

_____ % of average annual compensation (**R1**) per year for the first _____ years of credited service (**y**) and _____ % of average annual compensation (**R2**) per year for the next _____ years of credited service (such that the total years of credited service taken into account under **R1** and **R2** is not less than 33).

If **y** is less than 33, **R2** will be not less than $\{[(R1)(25-y)]/(33 - y)\}$, but in no case less than -0- nor greater than $\{[(R1)(44-y)]/(33 - y)\}$.

5. Group unit credit final average benefit formula:

() Such percentages of average annual compensation for each year of credited service as elected below, depending on the type of service performed (a percentage cannot exceed the lowest percentage by more than 1/3):

- Service 1: _____ : _____ %
- Service 2: _____ : _____ %
- Service 3: _____ : _____ %
- Service 4: _____ : _____ %
- Service 5: _____ : _____ %

6. Flat benefit plan (benefits accrued under the fractional accrual rule (**Plan §5.02**)):

() **Flat benefit formula:**

_____ % of average annual compensation (reduced pro rata for the participant's years of credited service fewer than ____ (cannot be less than 25)).

7. Minimum Accrued Benefit:

- () \$_____ if _____ years of credited service.
- () \$_____ times years of credited service (not to exceed _____ [N/A or #] years).

A-6.03.b. Cost-of-Living Adjustment - Nonintegrated Plan:

- () Not applicable.
- () The cost-of-living adjustment will be equal to (select one):
 - () _____ % per year.

- () the lesser of _____% per year, or the percentage adjustment to social security benefits for the year under §215(i)(2)(A) of the Social Security Act.
- () The percentage adjustment to social security benefits for the year under §215(i)(2)(A) of the Social Security Act.

Cost-of-living adjustment will commence (select one):

- () From the date the participant terminates employment.
- () From the date the participant commences receiving benefits.

Cost-of-living adjustment will apply to (select one):

- () All benefits.
- () Periodic benefits only.
- () All benefits except: _____

A-6.04

Integrated Normal Retirement Benefit:

a. Plan Formulas: Subject to the overall permitted disparity limit below, the annual benefit payable at the normal retirement date shall be equal to (select as appropriate):

1. () Excess benefit plan: unit credit formula: The sum of (a) and (b) below:

(a) _____% (base benefit percentage) times average annual compensation up to the integration level times each year of credited service, plus a benefit equal to _____% (excess benefit percentage, not to exceed the base benefit percentage by more than the maximum excess allowance) times average annual compensation in excess of the integration level times each year of credited service. The maximum number of years of credited service during which permitted disparity is taken into account under this paragraph will be _____ (may not exceed 35, and, if benefits after the latest fresh-start date are determined under the fractional accrual rule in **Plan §5.02** or if this Plan satisfies Code §411(b)(1)(F), may not be less than 25).

(b) _____% (not to exceed the lesser of: **(1)** the excess benefit percentage, and **(2)** 133-1/3% of the base benefit percentage), times average annual compensation for each year of credited service after the number of years of credited service taken into account in paragraph (a), above. If, however, benefits after the latest fresh-start date are accrued under the fractional accrual

rule, or if this Plan satisfies Code §411(b)(1)(F), then for each year of credited service after the years of credited service taken into account in paragraph (a), this percentage will be equal to the excess benefit percentage. The maximum number of years of credited service taken into account under this paragraph (b) will be ____ (if benefits after the latest fresh-start date are accrued under the fractional accrual rule or if this Plan satisfies Code §411(b)(1)(F), the number of years entered must be no less than 35 minus the number of years of credited service taken into account in paragraph (a)).

2.() Excess benefit plan: flat benefit formula

_____% (base benefit percentage) times average annual compensation up to the integration level plus a benefit equal to _____% (excess benefit percentage; not to exceed the base benefit percentage by more than the maximum excess allowance) times average annual compensation in excess of the integration level for the plan year.

3.() Offset plan: unit credit formula: The sum of (a) and (b) below:

(a) ____% (gross benefit percentage) times average annual compensation for the plan year times each year of credited service offset by ____% (offset percentage; not to exceed the maximum offset allowance) times final average compensation up to the offset level times each year of credited service. The offset percentage for any participant shall not exceed one-half of the gross benefit percentage, multiplied by a fraction (not to exceed one), the numerator of which is the participant's average annual compensation, and the denominator of which is the participant's final average compensation up to the offset level. The maximum number of years of credited service taken into account under this paragraph will be ____ (may not exceed 35). If the participant's benefit after the latest fresh-start date is determined under the fractional accrual rule in **Plan §5.02** or if this Plan satisfies Code §411(b)(1)(F), then the maximum number of years of credited service during which permitted disparity is taken into account under this formula may not be less than 25.

(b) ____% (not to exceed the lesser of: (1) the gross benefit percentage, and (2) 133-1/3% of the gross benefit percentage reduced by the offset percentage) times average annual compensation for each year of credited service after the number of years of credited service taken into account in

paragraph (a), above. (If, however, benefits after the latest fresh-start date are accrued under the fractional accrual rule, or if this Plan satisfies Code §411(b)(1)(F), then for each year of credited service after the years of credited service taken into account in paragraph (a), this percentage will be equal to the gross benefit percentage.) The maximum number of years of credited service taken into account under this paragraph (b) will be ____ (if benefits after the latest fresh-start date are accrued under the fractional accrual rule, or if this Plan satisfies Code §411(b)(1)(F), then the number of years entered must be no less than 35 minus the number of years of credited service taken into account in paragraph (a).

4.() Offset plan: flat benefit formula:

____% (gross benefit percentage) times average annual compensation offset by ____% (offset percentage; not to exceed the maximum offset allowance) times final average compensation up to the offset level. The offset percentage for any participant shall not exceed one-half of the gross benefit percentage, multiplied by a fraction (not to exceed one), the numerator of which is the participant's average annual compensation, and the denominator of which is the participant's final average compensation up to the offset level.

A-6.04.b. Applicable Factors: With regard to the factors derived from the Tables I, II, or III, in Regs. §1.401(1)-3(e)(3), to participants with Social Security Retirement Ages ("**SSRA**") of 65, 66, and 67, as applicable:

- () This Plan will not apply separate set of factors.
- () This Plan will apply separate set of factors.

A-6.04.c. Integration level: The integration level (or offset level) for each plan year for each participant will be an amount equal to:

- 1.() Such participant's covered compensation for the plan year.
- 2.() The greater of \$10,000 or one-half of covered compensation of any participant who attains **SSRA** during the calendar year in which the plan year begins.
- 3.() \$_____ (a single dollar amount not to exceed the greater of \$10,000 or one-half of covered compensation of any participant who attains **SSRA** during the calendar year in which the plan year begins).
- 4.() \$_____ (a single dollar amount that exceeds the greater of \$10,000 or one-half of covered compensation of any participant who attains **SSRA** during the calendar year in which the plan year begins, but not to exceed the greater of \$24,450 or 150%

of covered compensation of a participant attaining **SSRA** in the current plan year.

- 5.() A uniform percentage equal to ____% (greater than 100% but not greater than 150% of each participant's covered compensation for the current plan year, and in no event in excess of the taxable wage base [for excess plans] or final average compensation [for offset plans]).

Note: If **option 4.** or **5.** above is selected, the maximum excess (or, if applicable, offset) allowance must be determined from Table II of **Plan §6.04.b.** If **option 2.** or **3.** above is selected, in case of a calendar year in which no participant could attain **SSRA** (the year 2003, for example), the rules are applied using covered compensation of an individual attaining **SSRA** in the preceding year.

A-6.04.e. Covered compensation: Will be determined based on the following year:

- () Not applicable.
- () Current plan year.
- () ____ plan 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 employees 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 5 years prior to the current plan year, the participant's covered compensation will be that determined under the covered compensation table for the plan year 5 years prior to the current plan year.).

A-6.04.f. Cost-of-Living Adjustment - Integrated Plan:

- () Not applicable.
- () The cost-of-living adjustment will be equal to:
- () The lesser of _____% per year, or the percentage adjustment to social security benefits for the year under §215(i)(2)(A) of the Social Security Act.
- () The percentage adjustment to social security benefits for the year under §215(i)(2)(A) of the Social Security Act.

Cost-of-living adjustment will commence (select one):

- () From the date the participant terminates employment.
- () From the date the participant commences receiving benefits.

Cost-of-living adjustment will apply to (select one):

- All benefits.
 - Periodic benefits only.
 - All benefits except: _____
-
- If checked, cost-of-living adjustment shall apply only to benefits still due under the plan.

A-6.05 Limitation on Employer Accrued Derived Benefit Using Integration with Social Security:

- Not applicable.
- The accrued benefit shall be limited in accordance with the provisions of **Plan §6.05**.
- The accrued benefit shall not be limited in accordance with the provisions of **Plan §6.05**.

A-6.06 Early Retirement Benefit:

- Not applicable.
- Subject to the adjustment factors under **Plan §6.06** required for integrated plans, a participant who commences receiving the benefit before the normal retirement date shall have the pension reduced as follows (select one):
 - No reductions.
 - Proportional to the adjustment factors listed under **Plan §6.06**, Table _____ (select I or II).
 - By 5/9 of 1.0% for each complete month down from the normal retirement date to age 60 and 5/18 of 1.0% for each complete month by which the commencement of the monthly pension precedes age 60, and on an actuarial equivalent basis for periods before age 55.
 - On an actuarial equivalent basis.

A-6.06 Delayed Retirement Benefit: Subject to the adjustment factors under **Plan §6.06** required for integrated plans, a participant who commences receiving the benefit after normal retirement date shall have the pension increased as follows (select one):

- No increases (unless otherwise required under this plan).
- Proportional to the adjustment factors listed under **Plan §6.06**, Table _____ (select I or II).
- On an actuarial equivalent basis.

A-6.07 Disability Retirement Benefit: Shall be equal to:

- No benefits other than those otherwise provided in this Plan.
- The actuarial equivalent of the vested accrued benefit.
- The actuarial equivalent of the accrued benefit.

Qualified Disability Retirement Benefit:

- () Not applicable.
- () A monthly pension equal to:
 - () The vested accrued benefit payable from the disability retirement date until the normal retirement date.
 - () The accrued benefit payable from the disability retirement date until the normal retirement date.

A-6.08 Vesting Schedule: The accrued benefit will vest in accordance with the following schedule:

- () 100% vesting after _____ (not to exceed 5) years of service.
- () Years of Service Vested Percentage
 - Less than one _____
 - One but less than two _____
 - Two but less than three _____
 - Three but less than four _____ (not less than 20 %)
 - Four but less than five _____ (not less than 40 %)
 - Five but less than six _____ (not less than 60 %)
 - Six but less than seven _____ (not less than 80 %)
 - Seven or more _____ (not less than 100%)

A-6.08 Years of Service Excluded to Determine the Vested Percentage:

- () Years of service completed before the employee attained age 18.
- () Years of service during which the employee made no mandatory employee contributions.
- () Years of service with the Employer during any period the Employer did not maintain this Plan or a predecessor plan.
- () Years of service before January 1, 1971, unless the employee has had at least 3 years of service after December 31, 1970.
- () Years of service before the effective date of ERISA if such service would have been disregarded under the break in service rules of the prior plan in effect from time to time before such date. For this purpose, break in service rules are those which result in the loss of prior vesting or benefit accruals, or which deny an employee eligibility to participate, by reason of separation or failure to complete a required period of service within a specified period of time.

A-6.08.e. Withdrawal of Mandatory Employee Contributions:

- () Not applicable.
- () A participant who withdraws mandatory employee contributions:
 - () Shall forfeit accrued benefit derived from employer contributions.
 - () Shall not forfeit accrued benefit derived from employer contributions.

A-6.09 Life Insurance Option: Participants

- () shall
- () shall not

be permitted to direct the Trustee to purchase life insurance.

A-6.09 Death Benefits:

The preretirement death benefit payable under this Plan is (select one of the following):

- () None, other than the qualified preretirement survivor annuity.
- () The qualified preretirement annuity plus the proceeds of insurance policies purchased on the participant's life; provided that any death benefit in addition to the qualified preretirement annuity shall be reduced to the extent necessary so that the sum of such additional benefit and the present value of such preretirement annuity does not exceed 100 times such participant's anticipated monthly benefit. For purposes of this requirement, the total face amount of policies purchased will be _____ (cannot exceed 100) times such participant's anticipated monthly benefit).
- () The qualified preretirement annuity plus the excess, if any, of the present value of the participant's accrued benefit over the present value of the preretirement survivor annuity.
- () The qualified preretirement survivor annuity plus, if a positive amount, the incidental reserve. The incidental reserve equals the proceeds of insurance policies purchased on a participant's life plus the theoretical ILP reserve minus the sum of the present value of the qualified preretirement survivor annuity and the cash values of the policies purchased. For purposes of this requirement, the face amount of the insurance policies will be that purchasable by _____% (fill in the amount, but not greater than 66% if whole life and not greater than 33% if term and/or universal life) of the theoretical contribution.
- () For a participant insurable only at substandard rates, the life insurance benefit provided under this Plan shall be in the form of a graduated death benefit, unless such participant pays the cost of the extra premium rating, if available, in which event the policy shall provide the regular death benefit.

For purposes of any of the above options, the calculations for present value of any benefit shall be determined in accordance with **Adoption Agreement §A-1.02** hereof.

A-6.11 Floor Offset Plan:

- () Benefits under this Plan are not offset by benefits accrued under a defined contribution plan.

() Benefits under this Plan are offset by benefits accrued under a defined contribution plan titled _____

A-7.01 Normal Form of Benefit:

() A life annuity payable in the following manner:

- () monthly.
- () quarterly.
- () semi-annually.
- () annually.

A-7.02 Applicable Interest Rate, Stability Period and Lookback Month:

Stability Period: For purposes of the time for determining the applicable interest rate, the stability period under this Plan is:

- () one calendar month.
- () one plan quarter.
- () one calendar quarter.
- () one plan year.
- () one calendar year.

Lookback Month: The lookback month, relating to the stability period under this Plan, is the:

- () 1st () 2nd () 3rd () 4th () 5th

calendar month preceding the first day of the stability period.

The provisions of **Plan §7.02** relating to the applicable interest rate and applicable mortality table respectively, shall apply to distributions in plan years beginning after _____ (cannot be later than the first day of the first plan year beginning after December 31, 1999).

A-7.03 Optional Form of Benefit:

- () None available (must be elected if under **Adoption Agreement SA-8.04.d.** married participants cannot waive the joint and survivor annuity).
- () The participant may elect:
 - () The actuarial equivalent lump sum only.
 - () Among any optional benefit listed in **Plan §7.03.**
 - () Any optional benefit listed in **Plan §7.03**, except:

() Among the following optional benefits only:

A-7.05 Qualified Domestic Relations Order:

Payment to the alternate payee prior to the earliest retirement date applicable to the participant:

- () Will not be permitted.
- () Will be permitted and shall be paid in a lump sum equivalent only.

Lump sum payment to the alternate payee on or after the earliest retirement date applicable to the participant:

- () Will not be permitted.
- () Will be permitted.

A-8.04.d. Qualified Joint and Survivor Annuity - Qualified Election: A participant

- () may
- () may not (must be elected if under [Adoption Agreement §A-7.03](#) optional forms of benefit are not provided)

waive the qualified joint and survivor annuity.

Qualified Joint and Survivor Annuity - Beneficiary Designation: A married participant

- () may designate as beneficiary any person, as that term is defined in [Plan §1.06](#).
- () may not designate any beneficiary other than such participant's spouse.

A-8.04.e. Qualified Joint and Survivor Annuity:

The percentage of the survivor annuity under this Plan shall be _____% (must be between 50% and 100%).

The Qualified Joint and Survivor Annuity shall be:

- () The actuarial equivalent of the normal form of benefit.
- () The normal form of benefit payable to the participant, with the elected percentage of such benefit payable to the surviving spouse.

A-9.04 Cash-Outs:

- () Shall not be permitted.
- () Shall be permitted if less than \$_____ (not to exceed \$5,000).

A-9.08 Suspension of Benefits: The suspension of benefit rules in [Plan §9.08](#) will apply to:

- () All participants in this Plan.
- () Only those participants described in **Plan §7.02** whose benefits, if actuarially increased, would exceed the limitations of Code §415.

A-10.06.d. Required Beginning Date: The required beginning date of a participant with respect to a plan is (select one).

- () The April 1 of the calendar year following the calendar year in which the participant attains age 70 1/2.
 - () The April 1 of the calendar year following the calendar year in which the participant attains age 70 1/2, except that benefit distributions to a participant (other than a 5%-owner) with respect to benefits accrued after the later of the adoption or effective date of the amendment to this Plan must commence by the later of the April 1 of the calendar year following the calendar year in which the participant attains age 70 1/2 or retires.
 - () The later of the April 1 of the calendar year following the calendar year in which the participant attains age 70 1/2 or retires, except that benefit distributions to a 5%-owner must commence by the April 1 of the calendar year following the calendar year in which the participant attains age 70 1/2. (Also select **1.**, **2.**, and/or **3.**, whichever is applicable. **3.** must be selected to the extent that there would otherwise be an elimination of a preretirement age 70 1/2 distribution option for employees older than those listed above.)
- 1.**() Any participant attaining age 70 1/2 in years after 1995 may elect by April 1 of the calendar year following the year in which the participant attained age 70 1/2, (or by December 31, 1997, in the case of a participant attaining age 70 1/2 in 1996) to defer distributions until the calendar year following the calendar year in which the participant retires. If no such election is made, the participant will begin receiving distributions by the April 1 of the calendar year following the year in which the participant attained age 70 1/2 (or by December 31, 1997, in the case of a participant attaining age 70 1/2 in 1996).
- 2.**() Any participant attaining age 70 1/2 in years prior to 1997 may elect to stop distributions and recommence by the April 1 of the calendar year following the year in which the participant retires. There is either (select one):
- () a new annuity starting date upon recommencement, or
 - () no new annuity starting date upon recommencement.
- 3.**() The preretirement age 70 1/2 distribution option is only eliminated with respect to participants who reach age 70 1/2 in or after a calendar year that begins after the

later of December 31, 1998, or the adoption date of the amendment. The preretirement age 70 1/2 distribution option is an optional form of benefit under which benefits payable in a particular distribution form (including any modifications that may be elected after benefit commencement) commence at a time during the period that begins on or after January 1 of the calendar year in which a participant attains age 70 1/2 and ends April 1 of the immediately following calendar year.

- () A participant's accrued benefit is actuarially increased to take into account the period after age 70 1/2 in which the participant does not receive any benefits under this Plan. The actuarial increase begins on the April 1 following the calendar year in which the participant attains age 70 1/2 (January 1, 1997, in the case of a participant who attained age 70 1/2 prior to 1996), and ends on the date on which benefits commence after retirement in an amount sufficient to satisfy Code §401(a)(9), as described in **Article X**. (This is not required if this Plan continues to retain the requirement that distributions commence by the April 1 of the calendar year following the calendar year in which the participant attains age 70 1/2. This is also not applicable to 5%-owners in any plans).

A-11.02

If the Employer maintains or has ever maintained another qualified plan in which any participant in this Plan is or was or could become a participant, the Employer must complete this section.

The Employer must also complete this section if it maintains a welfare benefit fund (as defined in Code §419(e)) under which amounts attributable to postretirement medical benefits are allocated to separate accounts of key employees (as defined in §419(A)(d)(3)), or an individual medical account (as defined in Code §415(1)(2)) under which amounts are treated as annual additions with respect to any participant in this Plan.

- () Not applicable.
- () **Combining Similar Plans:** If the participant is covered under another qualified defined benefit plan maintained by the Employer, the following method will be used to limit total annual additions to the maximum permissible benefit, and to reduce, as appropriate, any excess benefits, in a manner that precludes employer discretion:
 - () Not applicable.
 - () In this Plan, _____

 - () In another defined benefit plan maintained by the Employer, as follows: (provide plan name, plan number, and method) _____

-
-
- () **Combining Dissimilar Plans:** For limitation years beginning before January 1, 2000, if the participant is or has ever been a participant in a defined contribution plan maintained by the Employer:
 - () Not applicable.
 - () Contributions to the defined contribution plan(s) maintained by the Employer shall be adjusted as necessary to comply with the limitations imposed on annual additions.
 - () Benefits under the defined benefit plan(s) sponsored by the Employer shall be adjusted as necessary to comply with the limitations imposed on annual additions in accordance with the provisions in such plans.

A-11.02.c. Former §415(e) Benefit Increases: Benefit increases resulting from the repeal of former §415(e) will be provided only to:

- () All participants having one hour of service **after** the first day of the first limitation year beginning in 2000.
- () Those current and former participants whose benefits had been limited by former §415(e) and who have an accrued benefit under this Plan immediately **before** the first day of the first limitation year beginning in 2000.

A-11.03.c. Compensation: All of each participant's:

- () Wages, tips, and other compensation as reported on Form W-2.
- () Section 3401(a) wages.
- () 415 safe-harbor compensation.

For limitation years beginning after December 31, 1997, for purposes of applying the limitations of **Article XI**, compensation paid or made available during such limitation year shall include any elective deferral (as defined in Code §402(g)(3)), and any amount which is contributed or deferred by the Employer at the election of the participant and which is not includible in the gross income of the participant by reason of Code §125 or §457.

For limitation years beginning after December 31, 2000, compensation shall also include any elective amounts that are not includible in the gross income of the employee by reason of §132(f)(4). If this Plan was first operated in accordance with the §415 changes under the Community Renewal Tax Relief Act of 2000 on a date prior to the first day of the first limitation year beginning in 2001, then compensation shall include such elective amounts for the limitation year including such date and successive limitation years, but only if such limitation year(s) begin after December 31, 1997.

The first limitation year (beginning after December 31, 1997) in which this Plan was operated in accordance with the §415 changes under the Community Renewal Tax Relief Act of 2000 is the first limitation year beginning after _____.

A-11.03.i. Year of Service: For purposes of calculating the participant's **high 3-year average** compensation, year of service shall mean:

- () The calendar year.
- () The period coinciding with the plan year.
- () The period coinciding with the fiscal year.
- () The 12-month period beginning on _____ and ending on _____.

A-11.03.j. Limitation Year:

- () The calendar year.
- () The period coinciding with the plan year.
- () The period coinciding with the fiscal year.
- () The 12-month period beginning on _____ and ending on _____.

A-11.03.m. RPA '94 Old-Law Benefit Election:

- () Not applicable.
- () Only with respect to plans adopted and in effect **before** December 8, 1994, and which satisfied §415 requirements as of that date, the RPA '94 §415(b)(2)(E) changes will be applied with respect to benefits accrued as of the RPA '94 Freeze Date.

RPA '94 Freeze Date: _____ (must be a date prior to the RPA '94 final implementation date and applicable to each RPA '94 old-law benefit participant).

RPA '94 Final Implementation Date:

- () The first day of the first limitation year beginning on or after January 1, 2000; or
- () _____ (Insert the *later* of the date a plan amendment applying the RPA '94 §415(b)(2)(E) changes is adopted or made effective.)

Determination Whether Participant's Benefit Exceeds Maximum Permissible Benefit: The method to be used is: (*select one*)

- () Method One.
- () Method Two.
- () Method Three.

A-11.06 Early Plan Termination Provisions II: Pretermination Restrictions

The pre-termination restrictions in **Plan §11.06** will be effective on _____ (enter date no later than the first day of the 1994 plan year).

A-12.02 Top Heavy Definitions:

Valuation Date: Means, for purposes of computing the top heavy ratio:

- () The last day of the plan year.
- () The last day of the preceding plan year.
- () The first day of the plan year.
- () _____ of each year.

Present Value: For purposes of establishing present value to compute the top heavy ratio, any benefit shall be discounted only for mortality and interest based on the following:

- () The assumptions elected under **Adoption Agreement §A-1.02.**
- () **Interest rate:** _____% **Mortality table:** _____

A-12.03 Minimum Accrued Benefit: Shall be met:

- () In this Plan: _____% (not less than 2%) of the highest average compensation received during 5 consecutive plan years for each year in which this Plan is top heavy.
- () In another plan or other plans, maintained by the Employer: _____% (not less than 2%) of the highest average compensation received during 5 consecutive plan years for each year in which this Plan is top heavy.
- () Pursuant to **Plan §12.03.f.**, by permitting a participant to whom a minimum accrued benefit is due under this Plan to participate in the Employer's defined contribution plan (#____) providing a minimum accrued benefit of not less than 5% of compensation received for each year in which this Plan is top heavy.

A-12.05 Minimum Vesting:

- () 100% vesting after _____ (not to exceed 3) years of service.

Years of Service	Vested Percentage
Less than one	_____
One but less than two	_____
Two but less than three	_____ (not less than 20 %)
Three but less than four	_____ (not less than 40 %)
Four but less than five	_____ (not less than 60 %)
Five but less than six	_____ (not less than 80 %)
Six or more	_____ (not less than 100 %)

If the vesting schedule under this Plan shifts in or out of the above schedule for any plan year because of top heavy status, such

shift is an amendment to the vesting schedule and the participant's right of election in **Plan §6.08.b.** applies.

A-13.01 Participant Loans:

- () Will not be permitted under this Plan.
- () Will be permitted under this Plan.

A-14.01 Return of Assets to Employer: Upon termination of this Plan, excess assets due to erroneous actuarial calculations :

- () Shall be returned to the Employer.
- () Shall not be returned to the Employer, but instead be distributed among the eligible participants.

A-17.01 Trustee: The Employer appoints as Trustee, effective as of the date the Employer signs this Adoption Agreement and upon acceptance by the appointee in writing, the person(s) named below:

ADDENDUM I: EGTRRA AMENDMENT

The section numbers in the Adoption Agreement provisions of the EGTRRA Amendment (indicated herein as the corresponding basic plan document Addendum I section number preceded by "E-") correspond to the appropriate section numbers under Addendum I for cross-reference purposes.

E-2.02 Benefit Increases Due To Increases in Code §415(b) Limitations:

Benefit increases resulting from the increase in the limitations Code §415(b) shall be provided to (select one):

- () Only employees participating in the plan who have one hour of service on or after the first day of the first limitation year ending after December 31, 2001.
- () All current and former participants with benefits limited by Code §415(b) who have an accrued benefit under the plan immediately prior to the effective date of this section, other than an accrued benefit resulting from a benefit increase solely as a result of the increases in limitations under Code §415(b).

Total benefits shall be limited to (select one):

- () The limitations as defined in **Section §2.03** of this amendment.
- () The limitations in effect for the plan year preceding the plan year in which the increased limitations as defined in **Section §2.03** of this amendment became effective, provided that, to the extent required under Code § 411(d)(6), benefits accrued as of the date these amendments were adopted shall be determined using limitations as defined in **Section §2.03** of this amendment.
- () The defined benefit dollar limitation under Code §415(b)(1)(A), as it applies under **Plan §11.03.e**, will remain at the level that would otherwise apply if the increase in the limitation due to EGTRRA '01 is disregarded. (Subject to adoption of these amendments, or previous adoption of the stated limitation, on or before June 30, 2002.)

E-3.01 Compensation Limit for Prior Determination Periods:

In determining benefit accruals in plan years beginning after December 31, 2001, the annual compensation limit in **Section §3.01** of this amendment for determination periods beginning before January 1, 2002, shall be (select one):

- () \$200,000.
- () \$_____ (cannot exceed \$200,000).
- () \$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.

And for determination periods beginning on or after January 1, 2002, the annual compensation limit in **Plan §3.01** shall be (select one):

- () As described in **Section §3.01** of this amendment, and adjusted per **Section §3.02** of this amendment.
- () \$200,000, without cost-of-living adjustments.
- () \$_____ (cannot exceed \$200,000).

E-6.01 Rollovers from Other Plans:

- () Not applicable (elect if rollovers are not permitted under the election made in **Adoption Agreement §A-4.03.d.**).
- () Select as applicable (elect if rollovers are permitted under the election made in **Adoption Agreement §A-4.03.d.**):

Direct Rollovers:

The plan will accept a direct rollover of an eligible rollover distribution from (select all applicable boxes):

- () A qualified plan described in Code §§ 401(a) or 403(a), excluding after-tax employee contributions.
- () A qualified plan described in Code §§ 401(a) or 403(a), including after-tax employee contributions.
- () An annuity contract described in Code §403(b), excluding after-tax employee contributions.
- () An eligible plan under Code §457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

Participant Rollover Contributions from Other Plans:

The plan will accept a participant contribution of an eligible rollover distribution from (select all applicable boxes):

- () A qualified plan described in Code §§ 401(a) or 403(a).
- () An annuity contract described in Code §403(b).
- () An eligible plan under Code §457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

Participant Rollover Contributions from IRAs:

The plan (select one):

- () will
- () will not

accept a participant rollover contribution of the portion of a distribution from an individual retirement account or annuity described in Code §§ 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income.

Effective Date of Direct Rollover and Participant Rollover Contribution Provisions:

The elections made under this section, Rollovers From Other Plans, shall be effective (select one):

- () Not applicable.
- () _____ (enter date no earlier than January 1, 2002).

E-7.01 Mortality Table Per Rev.Rul. 2001-62

This amendment shall apply to distributions with annuity starting dates on or after _____, 2002. (Cannot be later than **December 31, 2002** (default). The date can be as early as January 1, 2002 if adopted before the end of the 2001 plan year. If adopted after the end of the 2001 plan year, the date cannot be earlier than the first day of the 2002 plan year.)

E-7.02 Applicability:

- () If elected, any reference in the plan to the mortality table prescribed in Rev. Rul. 95-6 shall be construed as a reference to the mortality table prescribed in Rev. Rul. 2001- 62 for all purposes under the plan.

E-8.02 Treatment of Rollovers in Application of Involuntary Cash-out Provisions:

The employer (select one):

- () does not elect
- () elects

to exclude rollover contributions in determining the value of the participant's nonforfeitable account balance for purposes of the plan's involuntary cash-out rules.

If the employer has elected to exclude rollover contributions, the election shall apply with respect to distributions made after:

- () _____ (enter date no earlier than December 31, 2001).

and with respect to:

- () all participants.
- () only participants who separated from service after _____ (enter any date).

ADDENDUM II: MODEL AMENDMENT PER REV.RUL. 2002-27

(This addendum does not have a corresponding section in the basic plan document.)

F-1.01 Certain Amounts not Available under Cafeteria Plans:

This section shall apply to plan years and limitation years beginning on and after _____. (Insert the later of January 1, 1998, or the first day of the first plan year the plan was operated in accordance with the definition in this section. For plans in existence or becoming effective on January 1, 2002, this date cannot be later than January 1, 2002. For plans becoming effective after January 1, 2002, insert the plan's effective date).

For purposes of the definition of compensation under this Plan that refer to Code §125, amounts under Code §125 shall include any amounts not available to a participant in cash in lieu of group health coverage because the participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Code §125 only if the Employer does not request or collect information regarding the participant's other health coverage as part of the enrollment process for the health plan.

This Plan and Trust were adopted by resolution executed on the _____ day of _____, _____.

For the Employer:

Appointment as Plan Administrator is accepted.

By: _____

By: _____

Print: _____

Print: _____

Appointment as Trustee(s) is (are) accepted:

By: _____

By: _____

Print: _____

Print: _____