

ADOPTION AGREEMENT FOR
FIS BUSINESS SYSTEMS LLC
STANDARDIZED PROTOTYPE DEFINED BENEFIT PLAN

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: \_\_\_\_\_
Address: \_\_\_\_\_ Street
City State Zip
Telephone: \_\_\_\_\_
Taxpayer Identification Number (TIN): \_\_\_\_\_
Employer's Fiscal Year ends: \_\_\_\_\_

2. TYPE OF ENTITY

- a. [ ] Corporation (including tax-exempt or non-profit Corporation)
b. [ ] Professional Service Corporation
c. [ ] S Corporation
d. [ ] Limited Liability Company that is taxed as:
1. [ ] a partnership or sole proprietorship
2. [ ] a Corporation
3. [ ] an S Corporation
e. [ ] Sole Proprietorship
f. [ ] Partnership (including limited liability)
g. [ ] Other: \_\_\_\_\_ (must be a legal entity recognized under federal income tax laws)

3. AFFILIATED EMPLOYERS/PARTICIPATING EMPLOYERS (Plan Sections 1.7 and 1.63). Is the Employer an Affiliated Employer (i.e., a member of a controlled group or an affiliated service group (within the meaning of Code §414(b), (c), (m) or (o)))?

- a. [ ] No
b. [ ] Yes, the Employer is a member of (select one or both):
1. [ ] A controlled group
2. [ ] An affiliated service group

NOTE: All Affiliated Employers must adopt the Plan as Participating Employers (complete a Participation Agreement for each Participating Employer).

PLAN INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Questions 8. through 10.)

4. PLAN NAME:

\_\_\_\_\_

5. PLAN STATUS

- a. [ ] New Plan
b. [ ] Amendment and restatement of existing Plan
PPA RESTATEMENT (leave blank if not applicable)
1. [ ] This is an amendment and restatement to bring a plan into compliance with the Pension Protection Act of 2006 ("PPA") and other legislative and regulatory changes (i.e., the 6-year pre-approved plan restatement).

6. EFFECTIVE DATE (Plan Section 1.27)

Initial Effective Date of Plan (complete a. for all plans)

- a. \_\_\_\_\_ (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

**Restatement Effective Date.** If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is: (complete b. if an amendment and restatement)

b. \_\_\_\_\_ (enter month day, year).

**NOTE:** If this is a PPA restatement, the restatement effective date cannot be earlier than the first day of the 2008 Plan Year. A current effective date, however, may be entered because the Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.

7. PLAN YEAR (Plan Section 1.69) means, except as otherwise provided in d. below:

- a.  the calendar year
- b.  the twelve-month period ending on \_\_\_\_\_ (e.g., June 30th)
- c.  other: \_\_\_\_\_ (e.g., a 52/53 week year ending on the date nearest the last Friday in December)

SHORT PLAN YEAR (Plan Section 1.81). Select below if there is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 15) (leave blank if not applicable):

d.  beginning on \_\_\_\_\_ (enter month day, year; e.g., July 1, 2016)  
and ending on \_\_\_\_\_ (enter month day, year).

8. PLAN NUMBER assigned by the Employer

- a.  001
- b.  002
- c.  Other: \_\_\_\_\_

9. TRUSTEE(S) OR INSURER(S) (Plan Sections 1.45 and 1.94):

a.  **Insurer.** This Plan is funded exclusively with Contracts and the name of the Insurer(s) is:

(1) \_\_\_\_\_ (2) \_\_\_\_\_

(if more than 2, add names to signature page)

b.  **Individual Trustee(s).** Individual Trustee(s) who serve as discretionary Trustee(s) over assets not subject to control by a corporate Trustee. (add additional Trustees as necessary)

Name(s)	Title(s)
_____	_____
_____	_____
_____	_____
_____	_____

Address and telephone number

- 1.  Use Employer address and telephone number
- 2.  Use address and telephone number below:

Address: \_\_\_\_\_  
Street

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip

Telephone: \_\_\_\_\_

c.  **Corporate Trustee(s)** (add additional Trustees as necessary)

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip

Telephone: \_\_\_\_\_

**Directed/Discretionary Trustee.** Unless otherwise specified below, if there is a corporate Trustee, it will serve as a Directed (nondiscretionary) Trustee (Plan Section 1.22) and if there is an individual Trustee, he or she will serve as a Discretionary Trustee (Plan Section 1.23) over all Plan assets (select all that apply; leave blank if defaults apply)

- d.  Directed Trustee exceptions (leave blank if no exceptions):
  - Directed Trustee over specified Plan assets (select all that apply; leave blank if none apply)
    - 1.  The corporate Trustee will serve as Directed Trustee over the following assets: \_\_\_\_\_
    - 2.  The individual Trustee(s) will serve as Directed Trustee over the following assets: \_\_\_\_\_
  - Individual Trustee will serve as Directed Trustee (may not be selected with d.1. or d.2.)
    - 3.  over all Plan assets
- e.  Discretionary Trustee exceptions (leave blank if no exceptions):
  - Discretionary Trustee over specified Plan assets (select all that apply; leave blank if none apply)
    - 1.  The individual Trustee(s) will serve as Discretionary Trustee over the following assets: \_\_\_\_\_
    - 2.  The corporate Trustee will serve as Discretionary Trustee over the following assets: \_\_\_\_\_
  - Corporate Trustee will serve as Discretionary Trustee (may not be selected with e.1. or e.2.)
    - 3.  over all Plan assets

**NOTE:** Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) or a separate agreement may be used to appoint a special Trustee for purposes of collecting delinquent contributions. If no such appointment is made, then except as provided in Plan Section 7.3(c), the Trustee will have such responsibility.

**Separate trust.** Will a separate trust agreement be used? (Note: If the separate trust is not approved by the IRS for use with this Plan then the Employer has no IRS reliance)

- f.  No
- g.  Yes

**NOTE:** If Yes is selected, an executed copy of the trust agreement between the Trustee and the Employer must be attached to this Plan. The Plan and trust agreement will be read and construed together. The responsibilities, rights and powers of the Trustee will be those specified in the trust agreement.

10. ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER  
(If none is named, the Employer will be the Administrator (Plan Section 1.5).)

- a.  Employer (use Employer address and telephone number)
- b.  Other:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip

Telephone: \_\_\_\_\_

11. ANNIVERSARY DATE of Plan \_\_\_\_\_ (enter month and day)

12. BENEFIT FORMULA  
The selections made below must correspond with the selections made under the Normal Retirement Benefit Section of this Adoption Agreement.

FROZEN PLAN (Plan Section 5.2(l)) (leave blank if not applicable)

- a.  This is a frozen Plan (i.e., all accruals cease):
  - 1.  All accruals ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions *are not* reflected in this Adoption Agreement (may enter effective date at 3. below (optional), and/or select benefit formula and/or contributions at b. - c. (optional), skip questions 13-24).
  - 2.  All accruals ceased or were suspended and the prior Plan provisions *are* reflected in this Adoption Agreement (must enter effective date at 3. below and select type of benefit formula and other contributions below).

**Effective date**  
3.  as of \_\_\_\_\_ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

TYPE OF BENEFIT FORMULA

- b.  **Traditional defined benefit formula only** (select one):
  - 1.  **Non-Integrated Benefit Formula** (Question 20)
  - 2.  **Integrated Benefit Formula** (Question 21)

OTHER CONTRIBUTIONS (leave blank if not applicable)

- c.  **Rollover contributions** (Question 50)

**ELIGIBILITY REQUIREMENTS**

- 13. **ELIGIBLE EMPLOYEES** (Plan Section 1.28) means all Employees (including Leased Employees) except those Employees who are excluded below or elsewhere in the Plan (select a. or select b.):
  - a.  **No other exclusions.** There are no additional excluded Employees under the Plan (skip to Question 14).
  - b.  **Exclusions.** The following Employees are not Eligible Employees for Plan purposes (select one or more):
    - 1.  Union Employees (as defined in Plan Section 1.28)
    - 2.  Nonresident aliens (as defined in Plan Section 1.28)

- 14. **CONDITIONS OF ELIGIBILITY** (Plan Section 3.1)  
Any Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (select a. or select b.):
  - a.  **No age or service required** (skip to Question 15).
  - b.  **Eligibility.** Any Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete age and service; complete c. and d. if applicable):

**Age**

- 1.  No age requirement
- 2.  Age requirement as follows:
  - a.  Age 20 1/2
  - b.  Age 21
  - c.  Age \_\_\_\_\_ (may not exceed 21)

**Service**

- 3.  No service requirement
- 4.  Service requirement as follows:
  - a.  \_\_\_\_\_ (not to exceed 12) months of service (elapsed time)
  - b.  1 Year of Service
  - c.  1 1/2 Years of Service
  - d.  2 Years of Service
  - e.  \_\_\_\_\_ (not to exceed 12) consecutive month period from the Eligible Employee's employment commencement date and during which at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service are completed. If an Employee does not complete the stated Hours of Service during the specified time period, the Employee is subject to the 1 Year of Service requirement in 4.b. above.
  - f.  \_\_\_\_\_ (not to exceed 12) consecutive months of employment from the Eligible Employee's employment commencement date. If an Employee does not complete the stated number of months, the Employee is subject to the 1 Year of Service requirement in 4.b. above.
  - g.  Other: \_\_\_\_\_ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

**NOTE:** If b.2.c. or b.4.g. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 21 and 2 Years of Service. If more than 1 Year of Service is selected, 100% immediate vesting is required.

**NOTE:** If the service requirement is or includes a fractional year, then, except in a manner consistent with b.4.e., an Employee will not be required to complete any specified number of Hours of Service to receive credit for such fractional year. If expressed in months of service, then an Employee will not be required to complete any specified number of Hours of Service in a particular month, unless selected in b.4.e. above. In both cases, the Plan must use the elapsed time method to determine service, except that the Hours of Service method will be used for the 1 Year of Service override (e.g., options b.4.e. and b.4.f.). In such case, select the Hours of Service method at Question 17.

**NOTE:** Year of Service means Period of Service if elapsed time method is chosen.

- 15. **EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE)** (Plan Section 3.2)  
An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of:
  - a.  the date such requirements are met
  - b.  the first day of the month coinciding with or next following the date on which such requirements are met
  - c.  the first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
  - d.  the earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
  - e.  the first day of the Plan Year coinciding with or next following the date on which such requirements are met.  
(eligibility must be six months of service (or 1 1/2 Years (or Periods) of Service if 100% immediate vesting is selected) or less and age must be 20 1/2 or less)

- f.  the first day of the Plan Year in which such requirements are met
- g.  the first day of the Plan Year nearest the date such requirements are met
- h.  the earlier of the last day of the Plan Year or the last day of the sixth month of the Plan Year coinciding with or next following the date on which such requirements are met
- i.  the last day of the Plan Year coinciding with or next following the date on which such requirements are met.  
(Eligibility must be six months of service (or 1 1/2 Years (or Periods) of Service if 100% immediate vesting is selected) or less and age must be 20 1/2 or less)
- j.  other: \_\_\_\_\_ (must be definitely determinable and satisfy Note below)

**NOTE:** If j. above is selected, then it must be completed in a manner that ensures an Eligible Employee who has satisfied the maximum age (21) and service requirements (1 Year (or Period) of Service (or more than 1 year if full and immediate vesting)) and who is otherwise entitled to participate, will become a Participant not later than the earlier of (a) 6 months after such requirements are satisfied, or (b) the first day of the first Plan Year after such requirements are satisfied, unless the Employee separates from service before such participation date.

**SERVICE**

16. **RECOGNITION OF SERVICE WITH OTHER EMPLOYERS** (Plan Sections 1.64 and 1.98)
- a.  No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 17).
  - b.  Prior service with the designated employers is recognized as follows (answer c. and select one or more of c.1. - 3.; select d. - g. as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete option m. under Section B of Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections)):

<b>Other Employer</b>	<b>Eligibility</b>	<b>Vesting</b>	<b>Benefits</b>
c. <input type="checkbox"/> Employer name: _____	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
d. <input type="checkbox"/> Employer name: _____	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
e. <input type="checkbox"/> Employer name: _____	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
f. <input type="checkbox"/> Any entity the Employer acquires whether by asset or stock purchase, but only with respect to individuals who are employees of the acquired entity at the time of the acquisition.	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>

**Limitations**

- g.  The following provisions or limitations apply with respect to the recognition of prior service: \_\_\_\_\_  
(e.g., credit service with X only on/following 1/1/15 or credit all service with entities the Employer acquires after 12/31/12)

**NOTE:** If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.64 and 1.98 regardless of any selections above.

17. **SERVICE CREDITING METHOD** (Plan Sections 1.64 and 1.98)  
(select all that apply; leave blank if not applicable or if defaults apply)
- NOTE:** This Question may be skipped if (1) there are no age and service requirements for eligibility AND Participants are automatically 100% Vested in their Accrued Benefit, OR (2) the provisions set forth in the definition of Year of Service in Plan Section 1.98 including the following default provisions apply:
1. For eligibility purposes, a Year of Service means the completion of at least 1,000 Hours of Service during the eligibility computation period. Hours of Service will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees) the monthly equivalency method will be used). The eligibility computation period will only shift to the Plan Year if the eligibility condition is one (1) Year of Service or less. (to modify these defaults, complete a. below)
  2. For vesting purposes, a Year of Service means the completion of at least 1,000 Hours of Service during the vesting computation period. The vesting computation period will be the Plan Year. Hours of Service will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees) the monthly equivalency method will be used). (to modify this default, complete b. below)
  3. The "one-year hold-out" rule after a 1-Year Break in Service will not be used. (to modify this default, complete c. below)
- a.  **Eligibility.** Alternative definition of Year of Service for eligibility (select 1. or 2.)
    1.  **Elapsed time.** The elapsed time method will be used instead of the Hours of Service method.
    2.  **Hours of Service.** Alternative definitions for the Hours of Service method will be used.

AND, if a.2. selected, select one or more of 3. - 5. (may not be selected with a.1.)

- 3.  **Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the eligibility computation period during which an Employee has completed at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service.
- 4.  **Equivalency Method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for eligibility. Such method will apply to:
  - a.  all Employees
  - b.  Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
  - c.  other: \_\_\_\_\_ (e.g., per-diem Employees only)

Hours of Service for eligibility will be determined on the basis of:

  - d.  days worked (10 hours per day).
  - e.  weeks worked (45 hours per week).
  - f.  semi-monthly payroll periods worked (95 hours per semi-monthly pay period).
  - g.  months worked (190 hours per month).
  - h.  bi-weekly payroll periods worked (90 hours per bi-weekly pay period).
  - i.  other: \_\_\_\_\_ (e.g., option d. is used for per-diem Employees and option e. is used for on-call Employees)
- 5.  **Computation period.** Alternative method for determining eligibility computation period
  - a.  The eligibility computation period will shift to the Plan Year after the initial computation period.
  - b.  The eligibility computation period will be based on the date an Employee first performs an Hour of Service (initial computation period) and subsequent computation periods will be based on each anniversary date thereof.

- b.  **Vesting.** Alternative definition of Year of Service for vesting (select 1. or 2.)
  - 1.  **Elapsed Time.** The elapsed time method will be used instead of the Hours of Service method.
  - 2.  **Hours of Service.** Alternative definitions for the Hours of Service method will be used.

AND, if b.2. selected, select one or more of 3. - 5. (may not be selected with b.1.)

- 3.  **Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the vesting computation period during which an Employee has completed at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service.
- 4.  **Equivalency Method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for vesting. Such method will apply to:
  - a.  all Employees
  - b.  Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
  - c.  other: \_\_\_\_\_ (e.g., per-diem Employees only)

Hours of Service for vesting will be determined on the basis of:

  - d.  days worked (10 hours per day).
  - e.  weeks worked (45 hours per week).
  - f.  semi-monthly payroll periods worked (95 hours per semi-monthly pay period).
  - g.  months worked (190 hours per month).
  - h.  bi-weekly payroll periods worked (90 hours per bi-weekly pay period).
  - i.  other: \_\_\_\_\_ (e.g., option d. is used for per-diem Employees and option e. is used for on-call Employees)
- 5.  **Computation period.** Instead of the Plan Year, the vesting computation period will be based on the date an Employee first performs an Hour of Service (initial computation period) and each anniversary thereof.

- c.  **The "one-year hold-out" rule.** The "one-year hold-out" rule will apply to (select one or both):
  - 1.  determine eligibility
  - 2.  determine vesting

**COMPENSATION**

18. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.16 and 1.38).

**Base definition**

- a.  Wages, tips and other compensation on Form W-2.
- b.  Code §3401(a) wages (wages for withholding purposes).
- c.  415 safe harbor compensation.

**NOTE:** Plan Section 1.16(d) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.

**Adjustments to Compensation** (for Plan Section 1.16). Compensation will be adjusted by:

- d.  **No adjustments**

**Standardized Prototype Defined Benefit Plan**

- e.  **Adjustments.** Compensation will be adjusted by: (select one or more) (options 1., 2., and 3. are safe harbor adjustments)
1.  excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457)
  2.  excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits
  3.  excluding Compensation paid during the "determination period" while not a Participant in the Plan
  4.  excluding Military Differential Pay

**Military Differential Pay special effective date** (leave blank if not applicable)

- f.  If this is a PPA restatement and the provisions above regarding Military Differential Pay (included unless e.4. is selected) have a later effective date than Plan Years beginning after December 31, 2008, then enter the date such provisions were first effective: \_\_\_\_\_ (may not be earlier than January 1, 2009; for Plan Years beginning prior to January 1, 2009, Military Differential Pay is treated in accordance with the post-severance compensation provisions in the following Question).

**POST-SEVERANCE COMPENSATION (415 REGULATIONS)**

The following optional provision of the Code §415 Regulations will apply to Limitation Years beginning on or after July 1, 2007 unless otherwise elected below:

**415 Compensation (post-severance compensation adjustments)**

(select all that apply g. - h.; leave blank if none apply)

**NOTE:** Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will **include** (to the extent provided in Plan Section 1.38), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- g.  The defaults listed above apply except for the following (select one or more):

1.  Leave cash-outs will be **excluded**
2.  Nonqualified unfunded deferred compensation will be **excluded**
3.  Military Differential Pay will be **included** (Plan automatically includes for Limitation Years beginning after December 31, 2008)
4.  Disability continuation payments will be **included** for:
  - a.  Nonhighly Compensated Employees only
  - b.  all participants and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_

- h.  The last paycheck ("administrative delay") rule will be applied (amounts paid in the first few weeks of a Limitation Year due to administrative delay relate back to the prior Limitation Year).

**NOTE:** The above treatment of Military Differential Pay only applies to Plan Years beginning prior to January 1, 2009. For Plan Years beginning after such date, Military Differential Pay is not considered post-severance compensation and the provisions of a. - e. apply.

**NOTE:** The post-severance Compensation adjustments will also be made to Compensation for benefit purposes.

**Post-severance compensation special effective date** (leave blank if not applicable)

- i.  If this is a PPA restatement and the post-severance compensation adjustments above for 415 Compensation or Plan Compensation applied other than the first day of the Plan Year beginning on or after July 1, 2007, then enter the date such provisions were first effective: \_\_\_\_\_

19. **AVERAGE COMPENSATION (Plan Section 1.12)** (select all that apply; leave blank if not applicable or if defaults apply)

A Participant's Average Compensation is the average of the Participant's Compensation during the "averaging period" that falls within the Participant's Compensation history.

**NOTE:** This Question may be skipped if (1) the benefit formula is not based on Average Compensation, OR (2) the provisions set forth in the following default provisions apply:

1. The "averaging period" is the three (3) consecutive "measuring periods" which produce the highest Average Compensation. (to modify this default, complete b. below)
2. The "measuring period" is the Plan Year. (to modify this default, complete b. below)
3. The Compensation history is the period that begins on the Participant's date of hire and ends in the current Plan Year. (to modify this default, complete c. and/or d. below)

- a.  **Alternative definition of "averaging period."** The "averaging period" is:

1.  \_\_\_\_\_ consecutive "measuring periods" which produce the highest Average Compensation.
2.  final \_\_\_\_\_ "measuring periods" included in the Compensation history.
3.  all "measuring periods" (career average).
4.  \_\_\_\_\_ "measuring periods" (whether or not consecutive) which produce the highest Average Compensation. (may not be selected if an integrated benefit formula is elected at Question 20)

**NOTE:** The "averaging period" must be at least 3 years (or 36 months if the "measuring period" below is the calendar month).

- b.  **Alternative definition of "measuring period."** The "measuring period" is:
  - 1.  the Plan Year.
  - 2.  the calendar year.
  - 3.  the 12-month period ending on \_\_\_\_\_.
  - 4.  a calendar month.
- c.  **Alternative definition of Compensation history.** The Compensation history is:
  - 1.  the period that begins on the Participant's date of hire and ends in the current Plan Year.
  - 2.  the period that begins on the date the Participant's participation in the Plan commenced and ends in the current Plan Year.
  - 3.  the \_\_\_\_\_ consecutive "measuring periods" ending in the current Plan Year.
  - 4.  the period measured from \_\_\_\_\_ through the end of the current Plan Year.
- d.  **Other excluded periods.** Compensation history does not include the following periods:
  - 1.  A "measuring period" in which the Participant terminates employment.
  - 2.  A "measuring period" in which the Participant does not complete at least \_\_\_\_\_ Hours of Service.

**BENEFIT FORMULAS**

20. NORMAL RETIREMENT BENEFIT FORMULA – NON-INTEGRATED FORMULAS (Plan Section 5.1)  
 A Participant's "Normal Retirement Benefit" is an annual benefit determined under the formula elected below (select one from a. - e.; f. is optional). The benefit formula must provide a meaningful benefit within the meaning of Code §401(a)(26).

**Flat Benefit**

**NOTE:** A Participant must be required to complete a minimum of 25 years of Credited Service to receive an unreduced benefit. Therefore, if a fractional accrual method is being used, Question 20.g.1. must be completed with an insertion of no less than 25 years of Credited Service.

- a.  \_\_\_\_\_% of Average Compensation.
- b.  \$\_\_\_\_\_.

**Unit Benefit**

**NOTE:** If c. or d. is selected and the Accrued Benefit is calculated using a fractional accrual method or the Plan is a fully insured Code §412(e)(3) (formerly Code §412(i)) Plan, then the maximum number of years of Credited Service may not be less than 25.

- c.  \_\_\_\_\_% of Average Compensation, multiplied by Credited Service. The maximum number of years of Credited Service to be taken into account will be \_\_\_\_\_.
- d.  \$\_\_\_\_\_ multiplied by Credited Service. The maximum number of years of Credited Service to be taken into account will be \_\_\_\_\_.
- e.  \_\_\_\_\_% of Average Compensation, multiplied by the first \_\_\_\_\_ years of Credited Service
  - 1.  plus \_\_\_\_\_% of Average Compensation multiplied by the next \_\_\_\_\_ years of Credited Service
  - 2.  plus \_\_\_\_\_% of Average Compensation multiplied by the number of all remaining years of Credited Service. The maximum number of years of Credited Service to be taken into account will be \_\_\_\_\_.

**NOTE:** If the unit accrual method applies, any percentage selected in 1. or 2. above may not be more than 133 1/3% greater than any prior percentage under the formula. If the Employer elects to apply the fractional accrual method, then the years of Credited Service to which the first percentage under e. applies may not be less than 33.

**Accumulation Plan (optional)**

- f.  If c. or e. selected above, the benefit formula applies separately for each Plan Year, using Compensation for the Plan Year (instead of Average Compensation).

**Reductions and Limitations.** Regardless of the above, the formula above will be modified as follows (leave blank if no reductions or limitations):

- g.  **Reductions and limitations.** The following apply (select one or more):
  - 1.  A Participant's benefit will be reduced on a pro-rata basis for each year of Credited Service less than \_\_\_\_\_ (e.g., 25) that the Participant is credited with at Normal Retirement Date.
  - 2.  A Participant's benefit will not exceed \$\_\_\_\_\_.
  - 3.  A Participant's benefit will not be less than \$\_\_\_\_\_.
  - 4.  Increases in a Participant's benefit resulting from a change in Compensation will be recognized as of each Anniversary Date, but decreases will not be recognized until the decrease in Compensation has been in effect for \_\_\_\_\_ Plan Years.
  - 5.  The benefit will be rounded to the  next  nearest \$\_\_\_\_\_.

**NOTE:** If a fractional accrual method is used with a flat benefit formula, option g.1. above must be selected with a reduction for Credited Service less than 25.



21. NORMAL RETIREMENT BENEFIT FORMULA – INTEGRATED BENEFIT FORMULAS (Plan Section 5.1). Subject to the overall permitted disparity limits in the Plan, a Participant's "Normal Retirement Benefit" is an annual benefit determined under the formula selected below (select one from a. - d. and one from e.1. - e.7.; g is optional unless a fractional accrual method is used). The benefit formula must provide a meaningful benefit within the meaning of Code §401(a)(26).

a.  **Unit Credit Excess Benefit.** The sum of 1. and 2. below:

1. Base benefit percentage and excess benefit percentage (complete a., b. and c.)
  - a. \_\_\_\_\_% (base benefit percentage) times Average Compensation up to the integration level times each year of Credited Service
  - b. plus a benefit equal to \_\_\_\_\_% (excess benefit percentage -- not to exceed the base benefit percentage by more than the lesser of the base percentage or the maximum excess allowance) times Average Compensation in excess of the integration level times each year of Credited Service.
  - c. The maximum number of years of Credited Service taken into account under this paragraph will be \_\_\_\_\_ (may not exceed 35). If the Participant's Accrued Benefit after the latest Fresh-Start Date is determined under the fractional method, 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.

The number of years of Credited Service taken into account under paragraph 1. for any Participant will not exceed the Participant's cumulative permitted disparity limit. The Participant's cumulative permitted disparity limit is equal to 35 minus the number of years credited to the Participant for purposes of the benefit formula or the accrual method under the Plan or under one or more qualified plans or simplified employee pensions (whether or not terminated) ever maintained by the Employer, other than years for which a Participant earned a year of Credited Service under the benefit formula in paragraph a. 1. above. For purposes of determining the Participant's cumulative permitted disparity limit, all years ending in the same calendar year are treated as the same year. If the Participant's cumulative permitted disparity limit is less than the period of years specified in paragraph 1., then for years after the Participant reaches the cumulative permitted disparity limit and through the end of the period specified in paragraph 1., the Participant's benefit will be equal to the excess benefit percentage, or, if the Participant's benefit after the latest Fresh-Start Date is not accrued under the fractional accrual rule and the Plan does not satisfy Code §411(b)(1)(F), 133 1/3 percent of the base benefit percentage, if lesser, times Average Compensation.

2.  Additional benefit percentage

- a. \_\_\_\_\_% (not to exceed the lesser of (1) the excess benefit percentage, or (2) 133 1/3 percent of the base benefit percentage) times Average Compensation for each year of Credited Service after the number of years of Credited Service taken into account in paragraph 1. above. If, however, benefits after the latest Fresh-Start Date are accrued under the fractional method, then for each year of Credited Service taken into account in paragraph 1., this percentage will be equal to the excess benefit percentage.
- b. The maximum number of years of Credited Service taken into account under this paragraph 2. will be \_\_\_\_\_ (if benefits after the latest Fresh-Start Date are accrued under the fractional accrual rule and the Plan does not satisfy Code §411(b)(1)(F), the number of years entered must be no less than 35 minus the number of years of Credited Service specified in paragraph 1. above).

b.  **Flat Excess Benefit** (complete 1. and 2.):

1. \_\_\_\_\_% (base benefit percentage) times Average Compensation up to the integration level.
2. plus a benefit equal to \_\_\_\_\_% (excess benefit percentage -- not to exceed the base benefit percentage by more than the lesser of the base percentage or the maximum excess allowance) times Average Compensation in excess of the integration level for the Plan Year.

c.  **Offset Formula (Unit Credit Benefit):** The sum of 1. and 2. below:

1. Gross benefit percentage and offset percentage (complete a., b. and c.)
  - a. \_\_\_\_\_% (gross benefit percentage) times Average Compensation for the Plan Year times each year of Credited Service.
  - b. offset by \_\_\_\_\_% (offset percentage -- not to exceed the lesser of one-half of the gross benefit percentage or 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 will 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 Compensation, and the denominator of which is the Participant's Final Average Compensation up to the offset level.
  - c. The maximum number of years of Credited Service taken into account under this paragraph will be \_\_\_\_\_ (may not exceed 35). If the Participant's Accrued Benefit after the latest Fresh-Start Date is determined under the fractional method, 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.

The number of years of Credited Service taken into account under paragraph 1. for any Participant may not exceed the Participant's cumulative permitted disparity limit. The Participant's cumulative permitted disparity limit is equal to 35 minus the number of years credited to the Participant for purposes of the benefit formula or the accrual method under the Plan or under one or more qualified plans or simplified employee pensions (whether or not

**Standardized Prototype Defined Benefit Plan**

terminated) ever maintained by the Employer, other than years for which a Participant earned a year of Credited Service under the benefit formula in paragraph 1. above. For purposes of determining the Participant's cumulative permitted disparity limit, all years ending in the same calendar year are treated as the same year. If the Participant's cumulative permitted disparity limit is less than the period of years specified in paragraph 1., then for years after the Participant reaches the cumulative permitted disparity limit and through the end of the period specified in paragraph 1., the Participant's benefit will be equal to the gross benefit percentage, or, if the Participant's benefit after the latest Fresh-Start Date is not accrued under the fractional accrual rule and the Plan does not satisfy Code §411(b)(1)(F), 133 1/3 percent of the gross benefit percentage reduced by the offset percentage, if lesser, times Average Compensation.

2.  Additional benefit percentage
  - a. \_\_\_\_\_% (not to exceed the lesser of (a) the gross benefit percentage, or (b) 133 1/3 percent of the gross benefit percentage reduced by the offset percentage times Average Compensation for each year of Credited Service taken into account in paragraph 1. above. If, however, benefits after the latest Fresh-Start Date are accrued under the fractional method, then for each Year of Credited Service taken into account in paragraph 1. above, this percentage will be equal to the gross benefit percentage.)
  - b. The maximum number of years of Credited Service taken into account under this paragraph 2. will be \_\_\_\_\_ (if the Participant's Accrued Benefit after the latest Fresh-Start Date is determined under the fractional method, the number of years entered must be no less than 35 minus the number of years of Credited Service taken into account in paragraph 1.).

- d.  **Offset Formula (Flat Benefit)** (complete 1. and 2.):
  1. \_\_\_\_\_% (gross benefit percentage) times Average Compensation.
  2. offset by \_\_\_\_\_% (offset percentage -- not to exceed the lesser of one-half of the gross benefit percentage or the maximum offset allowance) times Final Average Compensation up to the offset level. The offset percentage for any Participant will 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 Compensation, and the denominator of which is the Participant's Final Average Compensation up to the offset level.

- e. **Integration Level** (or offset level) means (select one):
  1.  the current Covered Compensation Table.
  2.  the Frozen Covered Compensation Table for the 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 Plan Year that begins 5 years before the current Plan Year. If the Plan Year entered is, or becomes, 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 Year five years prior to the current Plan Year).
  3.  the greater of \$10,000 or one-half of the Covered Compensation of any person who attains Social Security Retirement Age during the calendar year in which the Plan Year begins.
  4.  \$ \_\_\_\_\_ (not to exceed the greater of \$10,000 or one-half of the Covered Compensation of any person who attains Social Security Retirement Age during the calendar year in which the Plan Year begins).
  5.  \$ \_\_\_\_\_ (more than \$10,000, but not in excess of the greater of \$25,450 or 150% of the Covered Compensation of any person who attains Social Security Retirement Age during the calendar year in which the Plan Year begins).
  6.  a uniform percentage equal to \_\_\_\_\_% (greater than 100%, but not greater than 150%) of each Participant's Covered Compensation for the current Plan Year, but in no event in excess of the Taxable Wage Base for excess plans, or Final Average Compensation for offset plans.
  7.  the Taxable Wage Base.

**MAXIMUM EXCESS OR OFFSET ALLOWANCE AND OTHER LIMITATIONS**

The following limitations and adjustments will apply.

1. If e.5. or e.6. is selected as an integration level, the maximum excess or offset allowance will be .75% (or 26.25% for a flat benefit plan) multiplied by .8.
2. If the Normal Form of Benefit is other than a life annuity, the maximum excess or offset allowance will be .75% (or 26.25% for a flat benefit plan) reduced, if necessary, pursuant to 1. above, multiplied by the factor below.

<u>Normal Form of Benefit</u>	<u>Factor</u>
Life Annuity + 5 Years Certain	0.97
Life Annuity +10 Years Certain	0.91
Life Annuity +15 Years Certain	0.84
Life Annuity +20 Years Certain	0.78

3. If this is a fully insured Plan within the meaning of Code §§ 411(b)(1)(F) and 412(e)(3) and the unit credit funding method is not being used, then the maximum excess or offset allowance will be .75% (or 26.25% for a flat benefit plan), reduced, if necessary, pursuant to 1. and 2. above, multiplied by a factor of .8.
4. If a Participant begins receiving benefits at an age other than the Social Security Retirement Age, the maximum excess or offset allowance will be .75% (or 26.25% for a flat benefit plan), reduced, if necessary, pursuant to 1. and 2. above, and Plan Section 5.20. However, this limitation will not apply to a fully insured plan within the meaning of Code §§ 411(b)(1)(F) and 412(e)(3).
5. With respect to an offset formula, the offset for any year of Credited Service will not exceed one-half of the Employer derived benefit, prior to the application of the offset, with respect to the Participant's Average Compensation not in excess of Final Average Compensation up to the integration level.

**Reductions and Limitations.** Regardless of the above, the formula above will be modified as follows (leave blank if no reductions or limitations):

f.  **Reductions and limitations.** The following apply (select one or more):

1.  A Participant's benefit will be reduced on a pro-rata basis for each year of Credited Service less than \_\_\_\_\_ (e.g., 35) that the Participant is credited with at Normal Retirement Date.
2.  A Participant's benefit will not exceed \$\_\_\_\_\_.
3.  A Participant's benefit will not be less than \$\_\_\_\_\_.
4.  Increases in a Participant's benefit resulting from a change in Compensation will be recognized as of each Anniversary Date, but decreases will not be recognized until the decrease in Compensation has been in effect for \_\_\_\_\_ Plan Years.
5.  The benefit will be rounded to the  next  nearest \$\_\_\_\_\_.

**NOTE:** If a fractional accrual method is used with a flat benefit formula, option f.1. above must be selected with a reduction for Credited Service less than 35.

22. CREDITED SERVICE (Plan Section 1.20) (skip if 20.a. or 20.b. selected)

**Determining Credited Service.** For purposes of applying the benefit formula, with respect to a Participant, Credited Service means:

- a.  N/A. The retirement benefit formula is not based on Credited Service.
- b.  Total Years of Service (as defined for benefit accrual purposes).
- c.  Plan Years of Service (as defined for benefit accrual purposes).

**Limitations.** If a fractional accrual method is NOT being used, then the following limitations apply in determining Credited Service (select all that apply or leave blank if not applicable):

- d.  Credited Service completed prior to \_\_\_\_\_ is disregarded.
- e.  Credited Service attributable to "past service credit" will be limited to \_\_\_\_\_ years (may not exceed 5 years). "Past service credit" means (1) benefit accruals for service prior to the Effective Date of this Plan, (2) increases in existing Accrued Benefits resulting from service prior to the Effective Date of a Plan amendment, and (3) benefit accruals for service with another employer.

**NOTE:** If a fractional accrual method is being used, Credited Service and service used in the fraction must be determined on the same basis.

23. RESERVED (This Plan does not permit cash-balance provisions)

24. ACCRUED BENEFIT (Plan Section 5.2) will be:

a. **Accrual method.** The Accrued Benefit will be calculated using the following method:

1.  133 1/3% rule (unit accrual).
2.  Fractional rule based on Years of Service.
3.  Fractional rule based on Plan Years of Service.
4.  Fractional rule using Plan Years of Service, plus \_\_\_\_\_ Years of Service credited prior to Plan entry.
5.  3% rule.
6.  N/A (Plan is fully insured; i.e., a Code §412(e)(3) (formerly Code §412(i)) plan)

b. **Limitations.** If a fractional method is being used (a.2 - a.4. above), then the following limitations on Years of Service taken into account in determining a Participant's Accrued Benefit will apply (select all that apply or leave blank if not applicable):

**NOTE:** If a fractional accrual method is being used, then Credited Service and the fraction must be determined on the same basis.

1.  The denominator of the fraction will not exceed \_\_\_\_\_.
2.  Years or Service completed prior to \_\_\_\_\_ are disregarded.
3.  Years of Service in excess of \_\_\_\_\_ years are disregarded.
4.  "Past service credit" will be limited to \_\_\_\_\_ years (may not exceed 5 years) and the "past service credit" limitation will:
  - a.  apply to the determination of a Participant's entire Accrued Benefit.
  - b.  only apply in determining increases to a Participant's Accrued Benefits.

Standardized Prototype Defined Benefit Plan

For purposes of this Section, "past service credit" means (A) benefit accruals for service prior to the Effective Date of this Plan, (B) increases in existing Accrued Benefits resulting from service prior to the Effective Date of a Plan amendment, and (C) benefit accruals for service with another employer.

c. Year of Service. For benefit accrual purposes, a Year of Service means:

- 1. [ ] Elapsed time. The elapsed time method will be used and a Participant will be credited with a Year of Service for:
a. [ ] each 12-month Period of Service
b. [ ] each 3 months of service
2. [ ] Hour of Service. Unless otherwise selected below, a Year of Service will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees) the monthly equivalency method will be used. (select all that apply of a. - c. or leave blank if defaults apply)
a. [ ] Alternative definition of Year of Service (select all that apply or leave blank if not applicable)
1. [ ] Computation period. The computation period for benefit accrual purposes will be based on the date an Employee first performs an Hour of Service and each anniversary thereof.
2. [ ] Number of Hours of Service required. Year of Service will be the applicable computation period during which an Employee has completed at least (may not be more than 2,000) Hours of Service. (If more than 500 Hours of Service is entered or if the Employee is employed on the last day of the Plan Year, credit for a fractional period must be recognized and c.2. below must be selected.)
b. [ ] Equivalency methods. Instead of using actual Hours of Service, the following equivalency method will be used to determine Hours of Service. (leave blank if not applicable):
Such method will apply to:
1. [ ] all Employees
2. [ ] Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
3. [ ] other: (e.g., per-diem Employees only)
Hours of Service will be determined on the basis of:
4. [ ] days worked
5. [ ] weeks worked
6. [ ] semi-monthly payroll periods worked
7. [ ] months worked
8. [ ] bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
9. [ ] other: (e.g., option 3. is used for per-diem Employees and option 4. is used for on-call Employees)
c. [ ] Fractional credit. If c.2.a.2. is selected above, will Participants receive fractional credit?
1. [ ] No
2. [ ] Yes, based on Hours of Service.
3. [ ] Yes, for Participants who have died, become Totally and Permanently Disabled or retired, based on Hours of Service.

d. Special rules (select all that apply or leave blank if not applicable)

- 1. [ ] Top-heavy minimum benefit (select one or more):
a. [ ] If the Plan is a Top-Heavy Plan, the Accrued Benefit of a Participant who is a Key Employee will not be less than the minimum benefit for any Top-Heavy Plan Year as set forth in Plan Section 5.6.
b. [ ] Instead of 2%, substitute the following percentage(s) to determine top-heavy minimum benefits (must be at least 2%)
c. [ ] A 5-year "averaging period" applies to determine Average Compensation for the top-heavy minimum benefit regardless of the "averaging period" used in the "Normal Retirement Benefit" formula.
2. [ ] Application of Code §415 limitations. The Code §415 limits apply to the "Normal Retirement Benefit" formula before determining a Participant's Accrued Benefit.

e. Fresh-start rules

- 1. [ ] N/A (new Plan or there is no Fresh-Start Date)
2. [ ] The Fresh-Start Date is

Accrued Benefit. The Accrued Benefit with respect to each Participant in the "Fresh-Start Group" will be determined using the following fresh-start rules (Plan Section 5.2(f)):

- a. [ ] Formula with wear-away (the greater of the Frozen Accrued Benefit or the Accrued Benefit determined under Plan Section 5.2).
b. [ ] Formula without wear-away (the sum of the Frozen Accrued Benefit plus the Accrued Benefit determined under Plan Section 5.2, but only taking into account Credited Service after the Fresh-Start Date).
c. [ ] Formula with extended wear-away (the greater of a. or b. above).

Standardized Prototype Defined Benefit Plan

- NOTES: (1) If the fractional accrual method is being used or if this Plan is fully insured, the formula without wear-away may not be selected. (2) If the 3% accrual method is being used, the formula with wear-away is the only method which may be used. (3) The formula with wear-away and formula with extended wear-away fresh-Start rules above take into account an Employee's past service in determining the Employee's benefit accruals under the Plan; either of these fresh-Start rules may cause the Plan to fail to satisfy the safe harbor for past service in Regulations §1.401(a)(4)-5(a)(5).

Adjustments. Each Participant's Frozen Accrued Benefit will be adjusted in accordance with the following fraction (Plan Section 5.2(g)(8)):

- d. [ ] N/A or no adjustment
e. [ ] Old compensation fraction
f. [ ] New compensation fraction
g. [ ] Reconstructed compensation fraction based on the Plan Year beginning in (insert 1989, 1990, 1991, 1992, 1993 or 1994) (the year must begin after the latest Fresh-Start Date)
h. [ ] Special adjustment for "TRA '86 Section 401(a)(17) participants" and "OBRA '93 Section 401(a)(17) participants."

"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" will be limited to: (select all that apply or leave blank if not applicable)

- i. [ ] Code §401(a)(17) Participants (may be selected 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.
j. [ ] 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 business on or before (enter a date no later than the end of the transaction 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 of Employees" described below.
The "acquired group of Employees" consists of:
k. [ ] 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: (must be the date as of which the Employees begin accruing benefits under the Plan).
The group of Employees with the Frozen Accrued Benefit that is attributable to assets and liabilities transferred to the Plan is:

25. NORMAL FORM OF BENEFIT (Plan Section 5.1(b)) will be:

- a. [ ] a life annuity
b. [ ] an annuity for life and years certain.

26. ACTUARIAL EQUIVALENT (Plan Section 1.4) means amounts of equal value when computed using the following (select a, OR b.; c. must be completed). (See Plan Section 1.4 for special rules that apply to certain forms of distributions such as nondecreasing annuities):

Actuarial assumptions

- a. [ ] The following actuarial assumptions will apply except as otherwise provided in Plan Section 1.4 (select one)
1. [ ] Only use the "applicable interest rate" and "applicable mortality table" as defined in Plan Section 1.4. (skip to c. below)
2. [ ] Use the following: (select one or more of a. - d.)
a. [ ] Pre-Retirement Mortality Table:
b. [ ] Pre-Retirement Interest:
c. [ ] Post-Retirement Mortality Table:
d. [ ] Post-Retirement Interest:

NOTE: If an integrated benefit formula is elected (Question 21), then the mortality table above must be a standard mortality table as described in Regulations §1.401(a)(4)-12 and the interest rate above must be between 7.5% and 8.5%.

- b.  **Fully insured Plan.** For a fully insured (i.e., Code §412(e)(3)) Plan, the interest and mortality assumptions specified in the insurance or annuity contract will be used. The Employer must attach an Appendix to the Plan indicating the contract name/number, the company that issued the contract, and the date of issuance of the contract.
- c. **Stability period/Lookback month.** The applicable interest is based on the following:
1. **Stability period.** The "stability period" for purposes of determining the "applicable interest rate" is:
    - a.  one calendar month
    - b.  one Plan Year quarter
    - c.  one calendar year quarter
    - d.  one Plan Year
    - e.  one calendar year
  2. **Lookback month.** The "lookback month" relating to the "stability period" is the:
    - a.  first calendar month preceding the first day of the "stability period"
    - b.  second calendar month preceding the first day of the "stability period"
    - c.  third calendar month preceding the first day of the "stability period"
    - d.  fourth calendar month preceding the first day of the "stability period"
    - e.  fifth calendar month preceding the first day of the "stability period"
    - f.  average rate for two or more calendar months preceding the first day of the "stability period" (specify which of the first through fifth months are averaged) \_\_\_\_\_

**NORMAL RETIREMENT**

27. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.57)
- a. "NRA" means:
    1.  **Specific age.** The date of a Participant attains age \_\_\_\_\_ (see Note below).
    2.  **Age/participation.** The later of the date a Participant attains age \_\_\_\_\_ (see Note below) or the \_\_\_\_\_ (not to exceed 5th) anniversary of the first day of the Plan Year in which participation in the Plan commenced.

**NOTE:** A Participant's age specified above may not exceed 65 and may not be less than age 62.

**Maximum "NRA."** However, a Participant's "NRA" will not be later than the satisfaction of each of the following (select all that apply or leave blank if not applicable).

- b.  Attainment of age \_\_\_\_\_.
- c.  The \_\_\_\_\_ anniversary of the first day of the Plan Year in which Participation in the Plan commenced.
- d.  The \_\_\_\_\_ anniversary of the Participant's date of hire.
- e.  The completion of \_\_\_\_\_ Years of Service.

**Special effective date.** Is there a special effective date for the age requirement specified in a. above (as a result of Regulations §1.401(a)-1)? (leave blank if not applicable)

- f.  Yes, the effective date of the age requirement specified in a. above is: \_\_\_\_\_ (specify a date on or between May 22, 2007 and the first day of the first Plan Year beginning after June 30, 2008).

**NOTE:** Regardless of any elections made herein, effective as of the first day of the first Plan Year beginning after June 30, 2008, a Participant's NRA cannot be earlier than age 62.

28. NORMAL RETIREMENT DATE (Plan Section 1.58) means, with respect to any Participant, the:
- a.  date on which the Participant attains "NRA."
  - b.  first day of the month
    1.  nearest the Participant's "NRA."
    2.  coinciding with or next following the Participant's "NRA."
  - c.  Anniversary Date
    1.  nearest the Participant's "NRA."
  - d.  Other: \_\_\_\_\_ (must be definite and applied in a uniform and nondiscriminatory manner; in addition, the Normal Retirement Date may not be more than 6 months earlier or later than the Participant's "NRA".)

**EARLY AND LATE RETIREMENT, DISABILITY AND DEATH BENEFITS**

29. EARLY RETIREMENT PENSION
- a.  N/A (no early retirement provision provided; skip to next Question)
  - b.  Early retirement benefits will equal:
    1.  Vested Accrued Benefit reduced by 1/15 for each of the first five years and then 1/30 for each of the next five years (and actuarially thereafter) that the Early Retirement Date precedes the Normal Retirement Date (See Plan Section 5.4).

- 2.  Actuarial Equivalent of Vested Accrued Benefit.
- 3.  Vested Accrued Benefit reduced by 1/2 of 1% for each month early retirement precedes normal retirement.
- 4.  Fully accrued early retirement benefit. There is no reduction of the Vested Accrued Benefit unless such reduction is required by applicable laws and regulations.
- 5.  Vested Accrued Benefit subject to the following actuarial reduction for early commencement:  
 \_\_\_\_\_ (may not discriminate in favor of Highly Compensated Employees and must be applied uniformly to all Participants).

**Early Retirement Age ("ERA")**

- c. Participant attains age \_\_\_\_\_  
**AND**, completes the following (select 1. or leave blank if not applicable):
  - 1.  at least \_\_\_\_\_ Years (or Periods) of Service for:
    - a.  vesting purposes.
    - b.  benefit accrual purposes.

**Early Retirement Date** (Plan Section 1.25). Early Retirement Date means the:

- d.  date on which a Participant attains "ERA."
- e.  first day of the month coinciding with or next following the date on which a Participant attains "ERA."
- f.  Anniversary Date coinciding with or next following the date on which a Participant attains "ERA."

30. **LATE RETIREMENT BENEFIT** (Plan Section 5.5) payable to a Participant who continues employment after attaining Normal Retirement Age will be:

- a.  No special provisions (i.e., greater of continued accruals or actuarially adjusted Accrued Benefit)
- b.  as follows:
  - 1.  paid as though the Participant had actually retired on the Normal Retirement Date.
  - 2.  at option of Participant, paid as though the Participant had actually retired on the Normal Retirement Date.

31. **DISABILITY RETIREMENT BENEFITS** (Plan Section 5.8)

- a.  N/A (no disability benefits provided; skip to next Question)
- b.  Disability benefits will be equal to:
  - 1.  early retirement benefit without regard to age and service requirements.
  - 2.  Actuarial Equivalent of Vested Accrued Benefit.
  - 3.  Vested Accrued Benefit subject to the following actuarial reduction for early commencement:  
 \_\_\_\_\_ (may not discriminate in favor of Highly Compensated Employees and must be applied uniformly to all Participants).

**Determination.** The disability of Participants will be determined:

- 4.  By a physician.
- 5.  Under the Social Security Act.

**Additional Conditions.** In addition to disability, the following additional conditions apply to a Participant's eligibility for a disability pension (leave blank if not applicable):

- 6.  Specify: \_\_\_\_\_ (may not discriminate in favor of Highly Compensated Employees and must be applied uniformly to all Participants).

32. **SUSPENSION OF BENEFITS** (Plan Section 5.5(d)) The suspension of benefit rules applies as follows (select a., b. or c.)

- a.  The suspension of benefit rules do not apply.
- b.  For new Plans or for existing Plans restating an identical suspension of benefits provision, the suspension of benefit rules apply to:
  - 1.  all Participants.
  - 2.  only those participants described in Plan Section 6.1(d) whose benefits, if actuarially increased, would exceed the limitations of Plan Section 6.1.
- c.  Plans where a suspension of benefits option is being added or expanded, the suspension of benefit rules apply to:
  - 1.  employees who commence participation in the Plan on or after the later of the adoption date or the effective date of the suspension of benefit rules in Plan Section 5.5(d).
  - 2.  the portion of Participants' Code §411(d)(6) protected benefits (within the meaning of Regulations §1.411(d)-4, Q&A 1(a)) that accrue after the later of the adoption date or effective date of the suspension of benefit rules in Plan Section 5.5(d).

33. **DEATH BENEFITS** (Plan Section 5.9) The death benefit under this Plan is:

- a.  no death benefit other than the "minimum spouse's death benefit" as defined in Plan Section 5.9(r) (no death benefits provided to unmarried Participants)
- b.  the Actuarial Equivalent of the Vested Accrued Benefit
- c.  the Policy proceeds less the cash value of the Policies
- d.  the Policy proceeds
- e.  the greater of (1) Policy proceeds (less the cash value of the Policies) plus the Theoretical Reserve, or (2) the Actuarial Equivalent of the Vested Accrued Benefit.

- f.  the Policy proceeds (less the cash value of the Policies) PLUS 1. or 2. below.
  - 1.  the Actuarial Equivalent of the Vested Accrued Benefit
  - 2.  the Value of Total Prior Contributions
- g.  the greater of the Policy proceeds OR 1. or 2. below.
  - 1.  the Actuarial Equivalent of the Vested Accrued Benefit
  - 2.  the Value of Total Prior Contributions
- h.  \_\_\_\_\_ times the anticipated monthly retirement benefit payable at Normal Retirement Age (or, if later at the date of death), based on the Participant's Vested Accrued Benefit as of the date of death.
- i.  the incidental reserve, if a positive amount. The incidental reserve equals the Policy proceeds plus the Theoretical Individual Level Premium Reserve less the cash value of the Policies.
- j.  the greater of the Actuarial Equivalent of the Vested Accrued Benefit or \_\_\_\_\_ times the anticipated monthly retirement benefit payable at Normal Retirement Age (or, if later at the date of death), based on the Participant's Vested Accrued Benefit as of the date of death
- k.  Other: \_\_\_\_\_ (death benefits must be incidental within the meaning of Code §401(a))

**Maximum death benefit.** Regardless of the above, the maximum death benefit will be:

- l.  N/A or no maximum other than the limitations of Plan Section 5.9(g).
- m.  the greater of 100 times the anticipated monthly benefit or the Theoretical Individual Level Premium Reserve
- n.  100 times the anticipated monthly benefit
- o.  the reserve under the Theoretical Individual Level Premium Reserve
- p.  the face amount of insurance which could be purchased if less than 66 2/3% (if whole life) or 33 1/3% (if term or universal life) of the Theoretical Contribution is used to purchase insurance plus the Theoretical Individual Level Premium Reserve
- q.  other: \_\_\_\_\_ (death benefits must be incidental within the meaning of Code §401(a))

**Death benefit payable to Spouse.** Pursuant to Plan Section 5.9(i), the portion of the death benefit payable to a Participant's surviving Spouse will be equal to:

- r.  "minimum spouse's death benefit" as defined in Plan Section 5.9(r) (must select if 33.a. above is selected)
- s.  the entire death benefit
- t.  other: \_\_\_\_\_ (may not be less than the "minimum spouse's death benefit as defined in Plan Section 5.9(r))

34. LIFE INSURANCE

Complete the following if life insurance Policies are being used to fund a death benefit (leave blank if not applicable):

- a.  The face amount of the Policies will be:
  - 1.  equal to \_\_\_\_\_ (maximum 100) times the anticipated monthly benefit.
  - 2.  an amount to be determined by the Administrator and applied in a uniform and nondiscriminatory manner, but not to exceed \_\_\_\_\_ (may not exceed 100) times the anticipated monthly benefit.
  - 3.  in that amount which can be purchased by a premium equal to \_\_\_\_\_% of the Theoretical Contribution (select if applicable)
    - a.  or, if greater, \_\_\_\_\_ (maximum 100) times the anticipated monthly benefit.
    - b.  but not in excess of \_\_\_\_\_ times the anticipated monthly benefit.

**NOTE:** If more than 66 2/3% (if whole life) or 33 1/3% (if term or universal life) of the Theoretical Contribution is used to purchase insurance, then 33.m., n., o., p. or q. must be selected.

**Limitations** (select all that apply or leave blank if not applicable)

- 4.  Each initial Policy will have a minimum face amount of \$\_\_\_\_\_.
- 5.  Additional Policies will have a minimum face amount of \$\_\_\_\_\_.
- 6.  The maximum face amount of Policies purchased on behalf of a Participant will be \$\_\_\_\_\_.

VESTING

35. VESTING OF PARTICIPANT'S INTEREST (Plan Section 5.10(c))

- a.  Vesting waiver. 100% for those Participants employed on \_\_\_\_\_ (enter date). For those Participants hired after such date, the vesting provisions selected below apply.
- b.  The vesting provisions selected below apply.

**NOTE:** Option h. under Section B of Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) can be used to specify any exceptions to the provisions below.

**Vesting for Accrued Benefit**

- c.  100% vesting. Participants are 100% Vested upon entering Plan. (required if eligibility requirement is greater than one (1) Year (or Period) of Service)
- d.  The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the Elapsed Time method is selected), applies to Employer contributions:
  - 1.  3 Year Cliff: 0-2 years-0%; 3 years-100%
  - 2.  5 Year Cliff: 0-4 years-0%; 5 years-100%
  - 3.  6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%



**Standardized Prototype Defined Benefit Plan**

- 4.  4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
- 5.  5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
- 6.  7 Year Graded: 0-2 years-0%; 3 years-20%; 4 years-40%; 5 years-60%; 6 years-80%; 7 years-100%
- 7.  Other - modified graded vesting schedule. Must be at least as liberal as either 2. or 6. above in each year without switching between the two schedules:

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
7 or more	100%

- 8.  Other – modified 3 year-cliff vesting schedule. Must be at least as liberal as d.1. (use d.1. above for 3-year cliff schedule)

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
3 or more	100%

- 36. **TOP-HEAVY VESTING (Plan Section 5.10(d))**  
 Instead of vesting schedule above, if this Plan becomes a Top-Heavy Plan, the following vesting schedule, based on number of Years of Service (or Periods of Service if the elapsed time method is selected), will apply:
  - a.  N/A (the regular vesting schedule already satisfies one of the minimum top-heavy schedules).
  - b.  6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
  - c.  3 Year Cliff: 0-2 years-0%; 3 years-100%
  - d.  Other - Must be at least as liberal as either b. or c. above in each year without switching between the two schedules:

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

**NOTE:** This Section does not apply to the Accrued Benefit of any Participant who does not have an Hour of Service after the Plan has initially become top-heavy. Such Participant's Vested Accrued Benefit will be determined without regard to this Section.

**Continue to apply.** Unless selected below, once effective the Top-Heavy schedule will continue to apply if the Plan ceases to be a Top-Heavy Plan.

- e.  The Plan will switch back to the normal vesting schedule, except as noted in Plan Sections 5.10(f) and 5.10(g), when the Plan ceases to be a Top-Heavy Plan.

- 37. **VESTING OPTIONS**  
**Vesting For Death, Total And Permanent Disability and Early Retirement.** Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

- a.  Death
- b.  Total and Permanent Disability
- c.  Early Retirement Date

**Excluded vesting service.** The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

- d.  Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.401(a)-5(b)(3))
- e.  Service prior to the computation period in which an Employee has attained age 18

- 38. **DEEMED CASH-OUT RULE (Plan Section 5.10(b))**  
 Unless otherwise selected below (or unless a plan provides for 100% vesting), the deemed cash-out rule for a 0% Vested Participant applies (leave blank if not applicable).

- a.  The deemed cash-out rule does not apply.

**CODE §415 LIMITS**

39. LIMITATION ON BENEFITS (Plan Section 6.1)

**Adjustment to compensation limit.** In the case of a Participant who has had a "Severance from Employment" with the Employer, the "Defined Benefit Compensation Limitation" applicable to the Participant in any Limitation Year beginning after the date of severance **will be** automatically adjusted under Code §415(d) unless otherwise selected below.

- a.  The "Defined Benefit Compensation Limitation" **will not be** automatically adjusted under Code §415(d) effective for Limitation Years beginning on or after July 1, 2007.
- b.  The "Defined Benefit Compensation Limitation" **will not be** automatically adjusted under Code §415(d) effective for Limitation Years beginning on or after \_\_\_\_\_ (not earlier than July 1, 2007).

**Adjustment to dollar limit.** The "Defined Benefit Dollar Limitation" applicable to a Participant who has had a "Severance from Employment" with the Employer **will not be** automatically adjusted under Code §415(d) unless selected below.

- c.  The "Defined Benefit Dollar Limitation" **will be** automatically adjusted under Code §415(d) effective for Limitation Years beginning on or after July 1, 2007.
- d.  The "Defined Benefit Dollar Limitation" **will be** automatically adjusted under Code §415(d) effective for Limitation Years beginning on or after \_\_\_\_\_ (not earlier than July 1, 2007).

**More than one plan.** If a Participant is, or has ever been, a Participant in more than one defined benefit plan maintained by the Employer, the Participant may not accrue a benefit in the Plan that would cause the sum of the Annual Benefits under this Plan and all other such defined benefit plans to exceed the Maximum Permissible Amount.

- e.  N/A.
- f.  The rate of accrual in this Defined Benefit Plan will be reduced to the extent necessary so that the total Annual Benefits payable at any time under such plans will not exceed the Maximum Permissible Amount, as specified in Plan Section 6.1.
- g.  Specify the method under which the Plans will meet the limitation of Code §415(b) in a manner that precludes Employer discretion \_\_\_\_\_.

**NOTE:** If f. or g. is selected, an Employer may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code §415.

**Transition rules**

**PFEA.** The PFEA (Pension Funding Equity Act of 2004) transition rule set forth in Plan Section 6.2(a)(2) will not apply unless selected below.

- h.  The PFEA transition rule applies (this rule sets the 2003 Code §415 limit calculation as a minimum Code §415 limit applicable to the 2004 Plan Year).

**Applicable mortality table.** The applicable mortality table for computing 415 limits is effective for years beginning after December 31, 2008, unless an earlier date is specified below.

- i.  \_\_\_\_\_ (may be a year beginning after December 31, 2007 and before January 1, 2009, or to any portion of such year) (leave blank if no special date)

**Limitation Year.** The Limitation Year is the Plan Year unless an alternative is specified below:

- j.  The Limitation Year is \_\_\_\_\_. (enter beginning and ending dates; must generally be a 12-month period unless there is an amendment changing the Limitation Year).

**DISTRIBUTIONS**

40. FORM OF DISTRIBUTIONS (Plan Sections 5.11 and 5.12)

Distributions under the Plan may be made in one of the following optional forms of distributions in addition to the Normal Form of Benefit and the optional forms set forth in Plan Sections 5.11 and 5.12 (select all that apply or leave blank if not applicable):

- a.  lump-sums
- b.  substantially equal installments
  - 1.  Once installments have begun a Participant may elect to accelerate payments (including electing a lump-sum if lump-sums are otherwise permitted, provided, however, that once payments have begun over a period certain or as an annuity, the amount of the payments under the period certain or annuity cannot be increased except in limited circumstances in accordance with Regulations §1.401(a)(9)-6, Q&A-13 & Q&A 14)
- c.  partial withdrawals provided the minimum withdrawal is \$\_\_\_\_\_ (leave blank if no minimum)
- d.  other annuities:
  - 1.  Any form of annuity

- 2.  Only the following forms of annuity (select one or more):
  - a.  Straight life annuity
  - b.  Life and 5 years certain
  - c.  Life and 10 years certain
  - d.  Life and 15 years certain
  - e.  Life and 20 years certain
  - f.  Straight life with reduction upon receipt of Social Security benefits

**NOTE:** The basic plan document generally allows a Participant to elect a joint and 50%, 66 2/3%, 75%, or 100% survivor annuity and therefore satisfies the qualified optional survival annuity requirements of the Code.

- e.  Other: \_\_\_\_\_ (e.g., early retirement benefits may only be paid as an annuity) (must be currently available to all Participants benefiting under the Plan and may not be subject to Employer discretion).

**Normal form of annuity.** The normal form of the qualified Joint and Survivor Annuity will be a joint and 50% survivor annuity unless otherwise selected below (leave blank if default applies):

- f.  joint and 100% survivor annuity
- g.  joint and 75% survivor annuity
- h.  joint and 66 2/3% survivor annuity

**Cash or property.** Distributions may be made in:

- i.  cash only (except for insurance or annuity contracts).
- j.  cash or property.

**Subsidized benefit.** The Plan provides the following subsidized benefit:

- k.  N/A (no subsidized benefits)
- l.  a subsidized joint and \_\_\_\_\_% (not less than 50% and not more than 100%) survivor annuity payment option for Participants who have (select one or both):
  - 1.  attained age \_\_\_\_\_.
  - 2.  completed \_\_\_\_\_ Years of Service (or Periods of Service if the Elapsed Time Method has been selected) for benefit accrual purposes.

**Alternative forms of distribution on death.** Death benefits under the Plan may be paid in one of the following optional forms of payment (subject to the provisions of Plan Section 5.12):

- m.  No form of payment other than Qualified Pre-Retirement Survivor Annuity is permitted (may only be selected if 33.a is selected (i.e., the Plan only provides a death benefit equal to the "minimum spouse's death benefit")).
- n.  the following form of payment (select one or more):
  - 1.  lump-sums
  - 2.  substantially equal installments
    - a.  Once installments have begun a Participant may elect to accelerate payments (including electing a lump-sum if lump-sums are otherwise permitted, provided, however, that once payments have begun over a period certain or as an annuity, the amount of payments under the period certain or annuity cannot be increased except in limited circumstances in accordance with Regulations §1.401(a)(9)-6, Q&A-13 & Q&A 14)
  - 3.  partial withdrawals provided the minimum withdrawal is \$ \_\_\_\_\_
  - 4.  other annuities:
    - a.  Any form of annuity
    - b.  Only the following forms of annuity (select one or more):
      - 1.  Straight life annuity
      - 2.  Life and 5 years certain
      - 3.  Life and 10 years certain
      - 4.  Life and 15 years certain
      - 5.  Life and 20 years certain
- o.  Other: \_\_\_\_\_ (must be currently available to all Participants benefiting under the Plan and may not be subject to Employer discretion).

41. **CONDITIONS FOR DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT.** Distributions upon termination of employment pursuant to Plan Section 5.10 will not be made unless the following conditions have been satisfied:

A. **Vested benefit in excess of \$5,000**

- a.  Distributions may be made as soon as administratively feasible following severance of employment.
- b.  Distributions may be made as soon as administratively feasible after the Participant has incurred \_\_\_\_\_ 1-Year Break(s) in Service (or Period(s) of Severance if the elapsed time method is selected).
- c.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- d.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
- e.  Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.

**Standardized Prototype Defined Benefit Plan**

- f.  Distributions may be made as soon as administratively feasible after \_\_\_\_\_ months have elapsed following severance of employment.
- g.  No distributions may be made until a Participant has reached Early or Normal Retirement Date.
- h.  Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and are not subject to Employer discretion except as otherwise permitted in Regulations §1.411(d)-4 and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 5.15)

**B. Vested benefit of \$5,000 or less**

- i.  Same as above
- j.  Distributions may be made as soon as administratively feasible following severance of employment.
- k.  Distributions may be made as soon as administratively feasible after the Participant has incurred \_\_\_\_\_ 1-Year Break(s) in Service (or Period(s) of Severance if the elapsed time method is selected).
- l.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- m.  Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and are not subject to Employer discretion except as otherwise permitted in Regulations §1.411(d)-4 and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 5.15).

**C. Timing after initial distributable event.** If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected if 41.g. and 41.i. selected):

- n.  Other: \_\_\_\_\_ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and are not subject to Employer discretion except as otherwise permitted in Regulations §1.411(d)-4 and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 5.15)

**D. Participant consent (i.e., involuntary cash-outs).** Should Vested Accrued Benefits less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?

**NOTE:** The Plan provides that distributions of amounts of \$5,000 or less do not require spousal consent and are only paid as lump-sums.

- o.  No, Participant consent is required for all distributions.
- p.  Yes, Participant consent is required only if the distribution is over:
  - 1.  \$5,000
  - 2.  \$1,000
  - 3.  \$\_\_\_\_\_ (less than \$1,000)

**NOTE:** If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.

**Automatic IRA rollover.** With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

- 4.  If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$\_\_\_\_\_ (e.g., \$200).

**E. Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$5,000 threshold for timing of distributions, form of distributions or consent rules.

- q.  Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)

**NOTE:** Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

**F. Mandatory distribution at Normal Retirement Age.** Regardless of the above elections other than any mandatory distributions provided for in p. above, unless otherwise selected below, a Participant who has severed employment may elect to delay a distribution beyond the later of age 62 or the Participant's Normal Retirement Age (subject to Plan Section 5.13).

- r.  A Participant who has severed employment may not elect to delay a distribution beyond the later of age 62 or the Participant's Normal Retirement Age.

**42. DISTRIBUTIONS UPON DEATH (Plan Section 5.13(e))**

Distributions upon the death of a Participant prior to the "Required Beginning Date" will:

- a.  be made pursuant to the election of the Participant or "Designated Beneficiary."
- b.  begin within 1 year of death for a "Designated Beneficiary" and be payable over the life (or over a period not exceeding the life expectancy) of such Beneficiary, except that if the "Designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2.

Standardized Prototype Defined Benefit Plan

- c.  be made within 5 (or if lesser \_\_\_\_\_) years of death for all Beneficiaries.
- d.  be made within 5 (or if lesser \_\_\_\_\_) years of death for all Beneficiaries, except that if the "Designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the life expectancy) of such "surviving Spouse."

43. DISTRIBUTION OF THE PRE-RETIREMENT SURVIVOR ANNUITY (Plan Section 5.12(a)) may be made:
- a.  as of the first day of any month following the Participant's death.
  - b.  as of the first day of any month following the Participant's Earliest Retirement Age.
  - c.  Other \_\_\_\_\_ (no later than the first day of the month in which the Participant's Earliest Retirement Age occurs).

44. IN-SERVICE DISTRIBUTIONS

- a.  In-service distributions are NOT permitted (except as otherwise elected for Late Retirement Benefits).
  - b.  In-service distributions may be made to a Participant who has reached (select one):
    - 1.  Normal Retirement Age.
    - 2.  age 62.
    - 3.  other \_\_\_\_\_ (may not be earlier than age 62)
- AND**, is there a special effective date for in-service distributions? (do not select if not applicable)
- 4.  Special effective date. Effective as of \_\_\_\_\_.

**Account restrictions.** In-service distributions are permitted from the following:

- c.  Participant's entire interest in the Plan (except as otherwise provided in f. below).
- d.  Only from the following accounts (select one or more):
  - 1.  Participant's grandfathered Section 414(k) Account (see Plan Section 1.79 which prohibits the establishment of new 414(k) accounts and limits the addition of any new additions to existing accounts)
  - 2.  Participant's Rollover Account
  - 3.  Participant's Transfer Account

**Minimum distribution.** The minimum distribution will be:

- e.  N/A (no minimum)
- f.  \$\_\_\_\_\_ (may not exceed \$1,000).

45. RETROACTIVE ANNUITY STARTING DATE (RASD) (Plan Section 5.14)
- a.  Not permitted.
  - b.  The Plan permits a retroactive Annuity Starting Date.

TOP-HEAVY REQUIREMENTS

46. TOP-HEAVY DUPLICATIONS (Plan Section 5.6(j)): When a Non-Key Employee is a Participant in this Plan (if it is not a frozen Plan) and a defined contribution plan maintained by the Employer that is subject to the top-heavy rules, indicate which method will be utilized to avoid duplication of top-heavy minimum benefits (leave blank if not applicable).
- a.  The full top-heavy minimum will be provided in each plan (if selected, Plan Section 5.6(j) will not apply).
  - b.  5% defined contribution minimum will be made in \_\_\_\_\_ (enter the name of the other plan)
  - c.  2% defined benefit minimum.
  - d.  Specify the method under which the plans will provide top-heavy minimum benefits for Non-Key Employees that will preclude Employer discretion and avoid inadvertent omissions:  
\_\_\_\_\_

**NOTE:** If b. - d. is selected, an Employer may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code §416.

47. PRESENT VALUE (Plan Section 9.2) For purposes of establishing the Present Value of Accrued Benefits to compute the top-heavy ratio, any benefit will be discounted only for mortality and interest based on the following:
- a.  same interest and mortality used to determine Actuarial Equivalence.
  - b.  the following interest and mortality: (complete 1. and 2.)
    - 1.  Interest rate: \_\_\_\_\_
    - 2.  Mortality table: \_\_\_\_\_

48. VALUATION DATE (Plan Section 9.2) For purposes of computing the top-heavy ratio, the valuation date will be \_\_\_\_\_ of each year.

MISCELLANEOUS

49. LOANS TO PARTICIPANTS (Plan Section 7.5)
- a.  New loans are not permitted.
  - b.  New loans are permitted.

**NOTE:** Regardless of whether new loans are permitted, if the Plan permits rollovers, then the Administrator may, in a uniform and nondiscriminatory manner, accept rollovers of loans into this Plan.

50. ROLLOVERS (Plan Section 4.3)

- a.  Rollovers will not be accepted by this Plan.
- b.  Rollovers will be accepted by this Plan.

**Eligibility.** Rollovers may only be accepted from Participants who are Employees unless otherwise selected below (leave blank if not applicable):

- 1.  any Eligible Employee, even prior to meeting eligibility conditions to be a Participant

**Distributions.** When may distributions be made from a Participant's Rollover Account?

- 2.  at any time
- 3.  only when the Participant is otherwise entitled to a distribution under the Plan

51. AGE (Plan Section 1.8) means the age of a Participant at the:

- a.  nearest birthday
- b.  last birthday

52. EXCESS ASSETS (Plan Section 8.2) upon Plan termination will be:

- a.  reallocated to Participants
- b.  returned to the Employer

53. HIGHLY COMPENSATED EMPLOYEE (Plan Section 1.42)

Top-Paid Group election and calendar year data election are not used unless selected below (the selections made for the latest year will continue to apply to subsequent Plan Years unless the Plan is amended) (select all that apply; leave blank if none apply):

- a.  **Top-Paid Group Election** will be used.
- b.  **Calendar year data election** will be used (only applicable to non-calendar year Plan Year).

54. HEART ACT PROVISIONS (Plan Section 5.26)

**Continued benefit accruals.**

- a.  Continued benefit accruals will NOT apply
- b.  Continued benefit accruals will apply

**Special effective date.** If this is a PPA restatement and the provision applied other than as of the first day of the 2007 Plan Year, then enter the date such provision was first effective: (leave blank if not applicable)

- c.  \_\_\_\_\_ (may not be earlier than the first day of the 2007 Plan Year)

55. CODE §436 BENEFIT RESTRICTIONS (Plan Section 5.3)

**Treatment of Plan as of Close of Prohibited or Cessation Period.** Unless otherwise elected below, accruals that had been limited under Plan Section 5.3 will be automatically restored in accordance with Plan Section 5.3 as of the "Section 436 measurement date" that the limitation ceases to apply (leave blank if default applies).

- a.  Accruals will only continue prospectively as of the "Section 436 measurement date" that the limitation ceases to apply.
- b.  All accruals under the Plan will cease (even after the "Section 436 measurement date" that the limitation ceases to apply).

**Accelerated Benefit Distributions.** Unless otherwise elected below, (1) there is no new "annuity starting date" with respect to payments made as a result of the benefit limitations no longer being applicable, and (2) there are no optional forms of benefit that are only available for the period of the benefit restrictions (leave blank if default applies).

- c.  Participants who had an "annuity starting date" within a period during which a limitation under Plan Section 5.3 applied to the Plan will be provided with the opportunity to make a new election with a new "annuity starting date" in accordance with Plan Section 5.3.
- d.  The following optional forms of benefit are only available during the period in which Regulations §1.436-1(d)(1), (d)(2), or (d)(3) applies to limit prohibited payments under the Plan (specify): \_\_\_\_\_

**Standardized Prototype Defined Benefit Plan**

The adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code §401 only to the extent provided in Rev. Proc. 2015-36 or subsequent guidance.

An employer who has ever maintained or who later adopts any plan (including a welfare benefit fund, as defined in Code §419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in Code §419A(d)(3), or an individual medical account, as defined in Code §415(l)(2)) in addition to this plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code §§415 and 416. If the employer who adopts or maintains multiple plans wishes to obtain reliance with respect to the requirements of Code §§415 and 416, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

The Employer may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the opinion letter issued with respect to the Plan and in Rev. Proc. 2015-36 or subsequent guidance.

This Adoption Agreement may be used only in conjunction with Basic Plan Document #17. This Adoption Agreement and the Basic Plan Document will together be known as FIS Business Systems LLC Standardized Prototype Defined Benefit Plan #17-002.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

FIS Business Systems LLC will notify the Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify FIS Business Systems LLC of any change in address. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and FIS Business Systems LLC no longer has any obligations to the Employer that relate to the adoption of this Plan.

With regard to any questions regarding the provisions of the Plan, adoption of the Plan, or the effect of an opinion letter from the IRS, call or write (this information must be completed by the sponsor of this Plan or its designated representative):

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

The Employer and Trustee (or Insurer), by executing below, hereby adopt this Plan:

EMPLOYER: [name of Employer]

By: \_\_\_\_\_

DATE SIGNED

TRUSTEE (OR INSURER):

[ ] The signature of the Trustee or Insurer appears on a separate agreement or Contract,

OR (add additional Trustee signature lines as necessary)

[name of Trustee]  
\_\_\_\_\_

DATE SIGNED

**APPENDIX A  
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS**

**A. Special effective dates/spin-offs/mergers** (the following elections are optional; select any that apply):

- a.  **Special effective date(s):** \_\_\_\_\_  
 For periods prior to the above specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law.
- b.  **Spin-off.** The Plan was a spin-off from the \_\_\_\_\_ (enter name of plan), which was originally effective \_\_\_\_\_ (enter effective date of original plan).
- c.  **Merged plans.** The following plan(s) are merged into this Plan (optional to enter applicable information; attach an addendum if more than 4 merged plans):
- |    | Name of merged plan | Merger date | Original effective date of merged plan |
|----|---------------------|-------------|--|
| 1. | _____               | _____       | _____                                  |
| 2. | _____               | _____       | _____                                  |
| 3. | _____               | _____       | _____                                  |
| 4. | _____               | _____       | _____                                  |

**B. Other Permitted Elections** (the following elections are optional):

- a.  **No other permitted elections**
- The following elections apply** (select one or more):
- b.  **Deemed 125 compensation** (Plan Sections 1.16 and 1.38). Deemed 125 compensation will be included in Compensation and 415 Compensation.
- c.  **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions)** (Plan Section 3.5(d)). The "rule of parity" provisions in Plan Section 3.5(d) will not apply for (select all that apply):
1.  eligibility purposes.
  2.  vesting purposes.
  3.  accrual purposes.
- d.  **Beneficiary if no beneficiary elected by Participant** (Plan Section 5.9(i)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 5.9(i), the following order of priority will be used:
- \_\_\_\_\_ (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
- e.  **Common, collective or pooled trust funds** (Plan Sections 7.2(c)(5) and/or 7.3(b)(6)). The name(s) of the common, collective or pooled trust funds available under the Plan is (are): \_\_\_\_\_
- f.  **"Section 411(d)(6) protected benefits"** (Plan Section 8.1(b)). The following are Code §411(d)(6) protected benefits that are preserved under this Plan: \_\_\_\_\_ (specify the protected benefits and the accrued benefits that are subject to the protected benefits; there is no reliance on the IRS opinion letter unless the provisions inserted are those which have been the subject of a prior determination letter, opinion letter or advisory letter).
- g.  **Recognition of Service with other employers** (Plan Sections 1.64 and 1.98). Service with the following employers (in addition to those specified at Question 16) will be recognized as follows (select one or more; if more than 6 employers, attach an addendum to the Adoption Agreement):

	Employer name:	Eligibility	Vesting	Accruals
1.	<input type="checkbox"/> _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
2.	<input type="checkbox"/> _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
3.	<input type="checkbox"/> _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
4.	<input type="checkbox"/> _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
5.	<input type="checkbox"/> _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
6.	<input type="checkbox"/> _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>

**Limitations**

7.  The following provisions or limitations apply with respect to the recognition of prior service: \_\_\_\_\_



(e.g., credit service with X only on/following 1/1/15 or credit all service with entities the Employer acquires after 12/31/14).

- h.  **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):
1.  **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: \_\_\_\_\_ (must be definitely determinable, non-discriminatory under Code §401(a)(4) and otherwise satisfy the parameters set forth in Questions 35 and 36 and Plan Section 5.10; e.g., rather than the schedule specified at Question 35, the 5-year graded schedule applies to amounts merged into the Plan from the XYZ Plan.)
  2.  **Pre-amendment vesting schedule** (Plan Section 5.10(g)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 35 applies to any Participants, then the following provisions apply (must complete a. AND select one of b. - d.):

**Vesting schedule**

- a. The schedule that applies to Participants not subject to the vesting schedule in Question 35 is:

Years (or Periods) of Service	Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

**Applicable Participants.** The vesting schedule in Question 35 only applies to:

- b.  Participants who are Employees as of \_\_\_\_\_ (enter date).
  - c.  Participants in the Plan who have an Hour of Service on or after \_\_\_\_\_ (enter date).
  - d.  Participants (even if not an Employee) in the Plan on or after \_\_\_\_\_ (enter date).
- i.  **Minimum Distribution Transitional Rules** (Plan Section 5.13(f)(7))

**NOTE:** This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.

The "Required Beginning Date" for a Participant who is not a "Five (5) Percent Owner" is (leave blank if not applicable):

1.  April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules will continue to apply)
2.  April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):
  - a.  A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of \_\_\_\_\_ (may not be earlier than January 1, 1996) may elect to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, the following will apply:
    1.  upon the recommencement of distributions, the original Annuity Starting Date will be retained.
    2.  upon the recommencement of distributions, a new Annuity Starting Date is created.
  - b.  A Participant who had not begun receiving required minimum distributions as of \_\_\_\_\_ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
    1.  the in-service distribution option is eliminated with respect to participants who attain age 70 1/2 in or after the calendar year that begins after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the plan into compliance with the SBJPA.

- j.  **Other spousal provisions** (select one or more)
1.  **One-year marriage rule.** For purposes of the Plan, an individual is treated as Spouse only if such individual was married to the Participant throughout the one year period ending on the earlier of the Annuity Starting Date or the date of the Participant's death.
  2.  **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following:

\_\_\_\_\_ This definition shall apply for all Plan purposes OTHER than those mandated by Code §401(a) such as the required minimum distribution provisions and qualified joint and survivor annuity provisions.

3.  **Automatic revocation of spousal designation** (Plan Section 5.9(j)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
4.  **Timing of QDRO payment.** A distribution to an Alternate Payee will not be permitted prior to the time a Participant would be entitled to a distribution.

- k.  **Applicable law.** Instead of using the applicable laws set forth in Plan Section 10.5(a), the Plan will be governed by the laws of: \_\_\_\_\_
- l.  **Total and Permanent Disability.** Instead of the definition at Plan Section 1.93, Total and Permanent Disability means: \_\_\_\_\_ (must be definitely determinable).
- m.  **Other Trust provisions** (select one or more)

- 1.  **Special Trustee for collection of contributions.** The Employer appoints the following Special Trustee with the responsibility to collect delinquent contributions pursuant to Plan Section 7.1(b):

Name: \_\_\_\_\_

**Title**

a.  \_\_\_\_\_

**Address and telephone number**

b.  Use Employer address and telephone number

c.  Use address and telephone number below:

Address: \_\_\_\_\_  
Street

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip

Telephone: \_\_\_\_\_

**NOTE:** The Trustee named above is hereby appointed as a Trustee for the Plan, and is referred to as the Special Trustee. The sole responsibility of the Special Trustee is to collect contributions the Employer owes to the Plan. No other Trustee has any duty to ensure that the contributions received comply with the provisions of the Plan or is obliged to collect any contributions from the Employer. No Trustee, other than the Special Trustee, is obliged to ensure that funds deposited are deposited according to the provisions of the Plan. The Special Trustee must accept its position and agree to its obligations hereunder.

- 2.  **Permissible Trust (or Custodian) Modifications.** The Employer makes the following modifications to the Trust (or Custodial) provisions as permitted under Rev. Proc. 2015-36, Sections 5.09 and 14.04 (or subsequent IRS guidance) (select one or more of a. - c. below):

**NOTE:** Any elections below must not: (i) conflict with any Plan provision unrelated to the Trust or Trustee; or (ii) cause Plan to violate Code §401(a). In addition, this may not be used to substitute all of the Trust provisions in the Plan.

a.  **Investments.** The Employer amends the Trust provisions relating to Trust investments as follows:

b.  **Duties.** The Employer amends the Trust provisions relating to Trustee (or Custodian) duties as follows:

c.  **Other administrative provisions.** The Employer amends the other administrative provisions of the Trust as follows: \_\_\_\_\_

