

**ADOPTION AGREEMENT FOR
SUNGARD BUSINESS SYSTEMS LLC
NON-STANDARDIZED INTEGRATED DEFINED BENEFIT
PROTOTYPE 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 the information in this Employer Information Section.)

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

Name: _____

Address: _____

_____ Street _____

_____ City _____ State _____ Zip _____

Telephone: _____

Taxpayer Identification Number (TIN): _____

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. EMPLOYER'S FISCAL YEAR means the 12 consecutive month period:

a. Beginning on _____ (e.g., January 1st)

_____ month _____ day

and ending on _____

_____ month _____ day

b. Other: _____ (must be the period used for IRS reporting purposes)

4. AFFILIATED EMPLOYERS/PARTICIPATING EMPLOYERS. Is the Employer a member of a controlled group or an affiliated service group (within the meaning of Code Section 414(b), (c), or (o))?

a. No.

b. Yes, Employer is a member of (select one or both):

1. a controlled group

2. an affiliated service group

AND, will any of the Affiliated Employers adopt the Plan as Participating Employers?

3. Yes. (Complete a Participation Agreement for each Participating Employer.)

4. No. (The Plan could fail to satisfy the Code Section 410(b) coverage rules.)

PLAN INFORMATION

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

5. PLAN NAME:

Non-Standardized Integrated Defined Benefit Plan

- 6. EFFECTIVE DATE (a new Plan must choose a.; a restated plan must choose b. or c.; d., e., and f. are optional)
a. [] This is a new Plan effective as of ... (hereinafter called the "Effective Date").
b. [] This is an amendment and restatement of a previously established qualified plan of the Employer which was originally effective ... The effective date of this amendment and restatement is ... (hereinafter called the "Effective Date").
c. [] FOR EGTRRA RESTATEMENTS: This is an amendment and restatement to bring a plan into compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA") and other legislative and regulatory changes. The Plan's original effective date was ... Except as specifically provided in the Plan, the effective date of this amendment and restatement is ... (hereinafter called the "Effective Date"). (May enter a restatement date that is the first day of the current Plan Year, but in no event earlier than the first day of the Plan Year beginning in 2002). The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.)
d. [] Amendment by page substitution. This is an amendment by substitution of certain pages of this Adoption Agreement. Identify the page(s) being replaced: ... Effective Date of such changes: ...
e. [] Special Effective Dates. The following special effective date(s) apply and, if this is a restated Plan, the corresponding prior provision(s) of the Plan apply before the special effective date(s). Note: A special effective date may not delay a provision beyond the permissible effective date under any applicable law requirement.
f. [] This Plan is a frozen Plan effective ...

7. PLAN YEAR means the 12 consecutive month period:
Beginning on month day (e.g., January 1st)
and ending on month day

EXCEPT that there will be a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 15.):

- a. [] N/A
b. [] beginning on month day, year (e.g., July 1, 2007)
and ending on month day, year

8. PLAN NUMBER assigned by the Employer

- a. [] 001
b. [] 002
c. [] Other: _____

9. TRUSTEE(S) OR INSURER(S):

- a. [] 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) 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

Name: _____

Address: _____

Street

City State Zip

Telephone: _____

AND, if the Trustee is a corporate Trustee, it shall serve as:

1. a Directed (nondiscretionary) Trustee over all Plan assets (select a. or leave blank if not applicable)

a. except for the following: _____

2. a Discretionary Trustee over all Plan assets (select a. or leave blank if not applicable)

a. except for the following: _____

AND, shall a separate trust agreement that is approved by the IRS for use with this Prototype Plan be used with this Plan?

d. No.

e. 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 shall be those specified in the trust agreement.

10. PLAN ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER:

(If none is named, the Employer will be the Plan Administrator.)

a. Employer (Use Employer address and telephone number).

b. Use name, address and telephone number below:

Name: _____

Address: _____

Street

City State Zip

Telephone: _____

11. CONSTRUCTION OF PLAN

This Plan shall be governed by the laws of the state or commonwealth where the Employer's (or, in the case of a corporate Trustee (or Insurer), such Trustee's (or Insurer's)) principal place of business is located unless another state or commonwealth is specified: _____

12. ANNIVERSARY DATE of Plan _____
month day

ELIGIBILITY REQUIREMENTS

13. ELIGIBLE EMPLOYEES (Plan Section 1.22) means all Employees (including Leased Employees) EXCEPT for the following Employees:

a. N/A. No exclusions.

b. The following are excluded (select one or more):

1. Union Employees (as defined in Plan Section 1.22)

2. Nonresident aliens (as defined in Plan Section 1.22)

3. Highly Compensated Employees

4. Leased Employees

5. Part-time/Temporary/Seasonal Employees. A part-time, temporary or seasonal Employee is an Employee whose regularly scheduled Service is less than _____ Hours of Service in the relevant eligibility computation period. However, if any such excluded Employee actually completes a Year of Service (or Period of Service if the Elapsed Time method is selected), then such Employee will no longer be part of this excluded class.

6. Other: _____ (Must be definitely determinable, may not be based on age or length of service (except as provided in 5. above), and, if using the average benefits test to satisfy Code Section 410(b) coverage testing, must be a reasonable classification. In addition, the specified exclusions cannot result in the group of Nonhighly Compensated Employees participating under the Plan being only those Nonhighly Compensated Employees with the lowest amount of Compensation and/or the shortest periods of service and who may represent the minimum number of these Employees necessary to satisfy coverage under Code Section 410(b).)

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 either a. OR b. and c.; d. and e. are optional):

- a. No age or service required.
- b. Completion of the following service requirement which is based on Years of Service (or Periods of Service if the Elapsed Time Method is selected):
 - 1. No service requirement
 - 2. 6 months of service
 - 3. 1 Year of Service
 - 4. 1 1/2 Years of Service
 - 5. 2 Years of Service
 - 6. _____ (not to exceed 1,000) Hours of Service within _____ (not to exceed 12) months from the Eligible Employee's employment commencement date. If an Employee does not complete the stated Hours of Service during the specified time period, the Employee is subject to the Year of Service requirement in b.3. above.
 - 7. _____ (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 b.3. above.
 - 8. Other: _____ (must be an age or service requirement that is definitely determinable and may not exceed age 21 and 2 Years of Service)

NOTE: 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 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.6. above. In both cases, the Plan must use the Elapsed Time method to determine service.

NOTE: Year of Service means Period of Service if Elapsed Time method is chosen.

- c. Attainment of age:
 - 1. No age requirement
 - 2. 20 1/2
 - 3. 21
 - 4. Other: _____ (may not exceed 21)
- d. **AND**, the service and/or age requirements specified above shall be waived if employed on _____. The waiver applies to any Eligible Employee unless 3. is selected below. Such Employee shall enter the Plan as of such date.
The requirements to be waived are (select 1. and/or 2. AND 3. if applicable):
 - 1. service requirement (will let part-time Eligible Employees into the Plan)
 - 2. age requirement
 - 3. waiver is for: _____ (e.g., employees of a specific division or employees covered by a Code Section 410(b)(6)(C) acquisition).
- e. If this is a restatement, an Eligible Employee who was a Participant in the Plan prior to the restated Effective Date may not continue as a Participant unless the eligibility conditions set forth above have been satisfied. (If not selected, current Participants do not need to complete the eligibility conditions set forth above.)

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 in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
- h. other: _____, provided that 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, shall commence participation no 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 1.54 and 1.85)
 a. No service with other Employers shall be recognized.

OR, service with the designated employers and purposes is recognized as follows (attach an addendum to the Adoption Agreement if more than 3 employers):

	Eligibility	Vesting	Benefits
b. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. <input type="checkbox"/> Limitations: _____ (e.g., credit service with X only on/following 1/1/09 or credit all service with entities the Employer acquires after 12/31/08).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 1.54 and 1.85 regardless of any selections above.

17. SERVICE CREDITING METHOD

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 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. 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 b. 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. (To modify this default, complete c. below.)
3. The One-Year holdout Break in Service rule will not be used. (To modify this default, complete d. below.)

- a. N/A or default provisions above apply to this Plan. (Go to next Question)
- b. **Alternative definition of Year of Service for eligibility** (select 1. or all that apply of 2. - 4)
1. The Elapsed Time Method will be used instead of the Hours of Service Method.
 2. A Year of Service is _____ Hours of Service (may not exceed 1,000) during an eligibility computation period.
 3. The following equivalency method will be used to determine Hours of Service. 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).

ON THE BASIS OF:

 - c. days worked (10 hours per day).
 - d. weeks worked (45 hours per week).
 - e. semi-monthly payroll periods worked (95 hours per semi-monthly pay period).
 - f. months worked (190 hours per month).
 - g. bi-weekly payroll periods worked (90 hours per bi-weekly pay period).
 4. 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 shall be based on each anniversary date thereof.
- c. **Alternative definition of Year of Service for Vesting** (select 1. or all that apply of 2. - 4.)
1. The Elapsed Time Method will be used instead of the Hours of Service Method.
 2. A Year of Service is _____ Hours of Service (may not exceed 1,000) during a Vesting computation period.
 3. The following equivalency method will be used to determine Hours of Service. 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).

ON THE BASIS OF:

- c. days worked.
- d. weeks worked.
- e. semi-monthly payroll periods worked.
- f. months worked.
- g. bi-weekly payroll periods worked (90 hours per bi-weekly pay period).
- 4. 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.
- d. **The One-Year holdout Break in Service Rule** will apply to (select one or both):
 - 1. determine eligibility.
 - 2. determine Vesting.

COMPENSATION

- 18. COMPENSATION (Plan Section 1.14) with respect to any Participant means:
 - a. Wages, tips and other compensation on Form W-2.
 - b. Section 3401(a) wages (wages for withholding purposes).
 - c. 415 safe harbor compensation.

ADJUSTMENTS TO COMPENSATION

- d. N/A. No adjustments.
- e. Compensation shall be adjusted by: (select one or more) (options 1., 2., and 3. are safe harbor adjustments)
 - 1. including compensation which is not currently includible in the Participant's gross income by reason of the application of Code Sections 125 (cafeteria plan), 132(f)(4) (qualified transportation fringe), 402(e)(3) (401(k) plan), 402(h)(1)(B) (simplified employee pension plan), 414(h) (employer pickup contributions under a governmental plan), 403(b) (tax sheltered annuity) or 457(b) (eligible deferred compensation plan)
 - 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

NOTE: If the post-severance compensation provisions of the proposed Code Section 415 regulations were used, complete Appendix A (Special Effective Dates and Other Permitted Elections).

AND, if this Plan was subject to the family aggregation rules of Code Section 401(a)(17) as in effect under Code Section 414(q)(6) prior to the enactment of SBJPA, were the rules deemed to have been repealed on a retroactive basis with respect to years prior to the effective date of the repeal of such rules with respect to this Plan?

- f. N/A. This Plan was never subject to the pre-SBJPA family aggregation rules.
- g. No.
- h. Yes, the repeal was applied on a retroactive basis.

FINAL 415 REGULATIONS

The following optional provision of the final 415 Regulations will apply to limitation years beginning on or after July 1, 2007: (select all that apply or leave blank if not applicable)

- i. The following post-severance Compensation adjustments will be made to 415 Compensation (if no selections are made, then 415 Compensation will **include** (to the extent provided in Plan Section 1.32), leave cash-outs and payments from nonqualified unfunded deferred compensation plans) (select all that apply):
 - 1. Leave cash-outs will be **excluded**
 - 2. Nonqualified unfunded deferred compensation will be **excluded**
 - 3. Salary continuation payments for military service Participants will be **included**
 - 4. Disability continuation payments will be **included** for:
 - a. For Nonhighly Compensated Employees only
 - b. For all participants and the salary continuation will continue for the following fixed or determinable period: _____
 - 5. The post-severance Compensation provisions shall apply earlier than the mandatory effective date. Specify the date _____ (must be earlier than the first Limitation Year beginning on or after July 1, 2007)
- j. 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 post-severance Compensation adjustments will also be made to Compensation for benefit purposes.

19. AVERAGE COMPENSATION (Plan Section 1.11)
 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. Unless otherwise selected below, the following defaults will 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 c. 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 d. and/or e. below.)
- a. N/A. The defaults above apply or the benefit formula is not based on Average Compensation. (Go to next Question)
- b. **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. Other: _____.
- NOTE:** In order to be a safe harbor plan under the Code Section 401(a)(4) Regulations, the Averaging Period must at least 3 years (or 36 months if the Measuring Period below is the calendar month)
- c. **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.
- d. **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.
 5. Other: _____ (must be definitely determinable, may not discriminate in favor of Highly Compensated Employees and must be applied uniformly to all Participants).
- e. **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.
 3. Other: _____ (must be definitely determinable, may not discriminate in favor of Highly Compensated Employees and must be applied uniformly to all Participants).

BENEFIT FORMULAS

20. NORMAL RETIREMENT BENEFIT FORMULA (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 following formula (select one from a. - d. and one from e.1-e.7.):

NOTE: The benefit formula must provide meaningful benefits within the meaning of Code Section 401(a)(26).

- a. Unit Credit Excess Benefit: The sum of 1. and 2. below:
1. (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 Section 411(b)(1)(F), 133 1/3 percent of the base benefit percentage, if lesser, times Average Compensation.

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2. (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 Section 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:
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. (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 shall not exceed one-half of the gross benefit percentage, multiplied by a fraction (not to exceed one), the numerator of which is the Participant's Average 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 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 Section 411(b)(1)(F), 133 1/3 percent of the gross benefit percentage reduced by the offset percentage, if lesser, times Average Compensation.
2. (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):
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 shall not exceed one-half of the gross benefit percentage, multiplied by a fraction (not to exceed one), the numerator of which is the Participant's Average 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

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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 shall 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 Sections 411(b)(1)(F) and 412(i) 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 5.18. However, this limitation shall not apply to a fully insured plan within the meaning of Code Sections 411(b)(1)(F) and 412(i).
- 5. With respect to an offset formula, the offset for any year of Credited Service shall 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.

21. REDUCTIONS AND LIMITATIONS Regardless of the above, the formula above will be modified as follows:

- a. No reductions or limitations.
- b. The following reductions and limitations (select one or more):
 - 1. A Participant's benefit shall 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 shall not exceed \$_____.
 - 3. A Participant's benefit shall not be less than \$_____.
 - 4. Increases in a Participant's benefit resulting from a change in Compensation shall be recognized as of each Anniversary Date, but decreases shall not be recognized until the decrease in Compensation has been in effect for _____ Plan Years.
 - 5. The benefit shall be rounded to the next nearest \$_____.

NOTE: To be a safe harbor plan under the Section 401(a)(4) Regulations, if a fractional accrual method is used with a Flat Benefit formula, option b.1. above must be selected with a reduction for Credited Service less than 35.

22. CREDITED SERVICE (Plan Section 1.17) for purposes of applying the benefit formula means, with respect to a Participant,...

- 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).

AND, 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" shall be limited to _____ years (the safe harbor is 5 years or less). "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.

NOTE: To be a safe harbor plan under the Section 401(a)(4) Regulations, if a fractional accrual method is being used, Credited Service and service used in the fraction must be determined on the same basis.

23. ACCRUED BENEFIT (Plan Section 1.1) shall be:

- a. Calculated using the...
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 Section 412(i) plan).
- b. If a fractional method is being used, 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: To be a safe harbor plan under the Section 401(a)(4) Regulations, 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 (safe harbor for past service is 5 years or less) 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.

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. For benefit accrual purposes, a Year of Service means:
1. Elapsed Time Method shall 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 Method shall be used. Unless otherwise selected below, a Year of Service will be a Plan Year during which an Employee completes at least 1,000 Hours of Service.
 - a. **Alternative definition of Year of Service** (select all that apply or leave blank if not applicable)
 1. The computation period will be based on the date an Employee first performs an Hour of Service and each anniversary thereof.
 2. 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 1,000 Hours of Service is entered, credit for a fractional period must be recognized and c.2. below must be selected.)
 3. A Participant will be credited with a Year of Service if employed on the last day of the Plan Year or if more than 500 Hours of Service has been completed during the Plan Year.
 - b. **Equivalency Methods.** The following equivalency method will be used to determine Hours of Service in lieu of actual hours. Such method will apply to (leave blank if not applicable):
 1. all Employees.
 2. Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried employees).

ON THE BASIS OF:

3. days worked.
 4. weeks worked.
 5. semi-monthly payroll periods worked.
 6. months worked.
 7. bi-weekly payroll periods worked (90 hours per bi-weekly pay period).
- c. **Fractional Credit.** If c.2.a.2. or c.2.a.3. 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 shall not be less than the minimum benefit for any Top-Heavy Plan Year as set forth in Plan Section 5.5.
 - 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 Section 415 limitations. The Code Section 415 limits apply to the normal retirement benefit formula before determining a Participant's Accrued Benefit.

e. Fresh Start Rules

- 1. N/A. This is a new Plan or there is no Fresh-Start Date.
- 2. The Fresh-Start Date is _____

AND, if 2. is selected, the Accrued Benefit with respect to each Participant in the "Fresh-Start Group" shall 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.)

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 Regulation Section 1.401(a)(4)-5(a)(5).

AND, 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."

AND, THE "FRESH-START GROUP" consists of all Participants who have Accrued Benefits as of the Fresh-Start Date and have at least one Hour of Service with the Employer after that date. However, if designated below, the "Fresh-Start Group" shall be limited to: (select all that apply or leave blank if not applicable)

- i. Code Section 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 Section 410(b)(6)(C)(ii), if the date selected is after February 10, 1993). The date in the preceding sentence will be the Fresh-Start Date with respect to members of the acquired group described below.

The acquired group 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: _____

24. NORMAL FORM OF BENEFIT (Plan Section 5.1(b)) shall be:

- a. a life annuity.
- b. an annuity for life and _____ years certain.

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25. ACTUARIAL EQUIVALENT (Plan Section 1.4) means amounts of equal value when computed using the following (select a. OR b.; c. must be completed; d. is optional):

- a. The following actuarial assumptions will apply except as otherwise provided in Plan Section 1.4 (select 1. or all that apply of 2. through 5.)
1. Only use the GATT applicable interest rate and mortality assumptions. (Go to c. below.)
 2. Pre-Retirement Mortality Table: _____
 3. Pre-Retirement Interest: _____
 4. Post-Retirement Mortality Table: _____
 5. Post-Retirement Interest: _____

NOTE: The mortality table above must be a standard mortality table as described in Regulation Section 1.401(a)(4)-12 and the interest rate above must be between 7.5% and 8.5%.

b. For a fully insured (i.e., Code Section 412(i)) Plan, the interest and mortality assumptions specified in the following insurance or annuity contract (complete 1., 2. and 3.; 4. is optional):

1. Contract name/number: _____
2. Company that issued the contract: _____
3. Date of issuance: _____

If the insurance or annuity contract specifies different interest and mortality assumptions for different purposes under the contract, then the assumptions that will be used to determine Actuarial Equivalence under the Plan are those assumptions specified under the contract for purposes of determining:

4. _____ (e.g., the amount of benefits payable in different forms under the contract or cash surrender value of the contract).

c. GATT provisions

1. 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. 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) _____

d. GUST transition rules.

NOTE: Elections made in this Section must reflect the elections that had been made as part of the GUST update.

1. N/A, the GUST transition rules set forth below do not apply to this Plan. (If selected, skip to Question 26).
2. For Plans in effect prior to December 8, 1994, the GATT implementation date for purposes of Code Section 417(e) is:
 - a. the first day of the first Plan Year beginning in 1995.
 - b. Plan Years beginning on or after _____ (may not be later than the first day of the first Plan Year beginning in 2000).

AND, were benefits accrued prior to the GATT implementation date reduced pursuant to the change made by Plan Section 1.4?

- c. Yes.
- d. No.

AND, prior to the GATT implementation date, the following rules applied (complete e.; f. is optional):

- e. The applicable PBGC rates are those in effect on:
 1. the first day of the Plan Year in which a distribution occurs.
 2. the Participant's Annuity Starting Date.
 3. _____ days (not exceeding 120) prior to the Participant's Annuity Starting Date.
- f. 100% of the applicable PBGC rates applies to all Participants regardless of the present value of a Participant's Vested Accrued Benefit.

3. For Plans in effect prior to December 8, 1994, the "RPA '94 Freeze Date" for purposes of Code Section 415(b) is:

- a. N/A, the Plan does not provide for an "RPA '94 Old-Law Benefit." (If selected, skip to Question 26).
- b. _____ (may not be later than 1999 and must be a date prior to the "RPA '94 Final Implementation Date").

AND, if b. is selected, the "RPA '94 Final Implementation Date," is:

1. The first day of the first Limitation Year beginning on or after January 1, 2000.
2. _____ (insert the later of the date a Plan amendment applying the RPA '94 Code Section 415(b)(2)(E) changes was adopted or made effective (which adoption and effective date must have been before the Plan's first Limitation Year beginning in 2000)).

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AND, the SBJPA changes made to Code Section 415(b)(2)(E) applied to:

- 3. All benefits under the Plan on and after the first day of the Limitation Year beginning in 1995.
- 4. All benefits under the Plan on and after August 20, 1996 (this option may only be selected if the date in b. above is prior to August 20, 1996).
- 5. All benefits under the Plan on and after the date in b. above (this option 5. may only be selected if the date in b. is prior to August 20, 1996).

AND, the following method was applied to the "RPA '94 Old-Law Benefit" as of the "RPA '94 Freeze Date":

- 6. Method 1 (sum of)
- 7. Method 2 (with wear-away)
- 8. Method 3 (greater of Method 1 or Method 2)

NORMAL RETIREMENT

26. **NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.46)**

a. NRA means the:

- 1. date of a Participant's _____ birthday (not to exceed 65th and may not be less than the later of age 55 or the representative typical retirement age for the adopting Employer's industry).
- 2. later of a Participant's _____ birthday (not to exceed 65th and may not be less than the later of age 55 or the representative typical retirement age for the adopting Employer's industry) or the _____ (not to exceed 5th) anniversary of the first day of the Plan Year in which participation in the Plan commenced.
- 3. later of a Participant's _____ birthday (not to exceed 65th and may not be less than the later of age 55 or the representative typical retirement age for the adopting Employer's industry) or the _____ (not to exceed 5th) anniversary of the first day of the Plan Year in which participation in the Plan commenced, but in no event later than age _____.
- 4. Other: _____ (may not be later than the maximum permitted under 2. above).

NOTE: If 3. or 4. is selected, this Plan will not be a safe harbor plan under the Section 401(a)(4) Regulations.

However, if earlier, a Participant's "NRA" will be 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.

AND, is there a special effective date for the age requirement specified in a. above (as a result of Regulation Section 1.401(a)-1)?

- f. No.
- g. 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 will not be earlier than the representative typical retirement age for the Employer's industry, but in no event less than age 55. An NRA of age 62 or greater shall be deemed to satisfy this requirement.

27. **NORMAL RETIREMENT DATE (Plan Section 1.47) means the:**

- a. Participant's "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."
 - 2. coinciding with or next following the Participant's "NRA."
- d. Other: _____ (Must be definite and applied in a uniform and nondiscriminatory manner. In addition, in order to be a safe harbor plan under the Section 401(a)(4) Regulations, the Normal Retirement Date may not be more than 6 months earlier or later than the Participant's "NRA.")

NOTE: If c.2. is selected, this Plan will not be a safe harbor plan under the Section 401(a)(4) Regulations.

EARLY AND LATE RETIREMENT, DISABILITY AND DEATH BENEFITS

28. **EARLY RETIREMENT PENSION**

a. Early retirement benefits shall equal:

- 1. N/A. No Early Retirement provision provided. (Go to Question 29)
- 2. 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 5.3).
- 3. Actuarial Equivalent of Vested Accrued Benefit.
- 4. Vested Accrued Benefit reduced by 1/2 of 1% for each month early retirement precedes normal retirement.

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5. Fully accrued early retirement benefit. There is no reduction of the Vested Accrued Benefit unless such reduction is required by applicable laws and regulations.
6. 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).
- b. Early Retirement Age ("ERA") means age _____
AND, completion of 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.
- c. Early Retirement Date means the
1. date on which a Participant attains "ERA."
2. first day of the month coinciding with or next following the date on which a Participant attains "ERA."
3. Anniversary Date coinciding with or next following the date on which a Participant attains "ERA."
29. LATE RETIREMENT BENEFIT (Plan Section 5.4) payable to a Participant who continues employment after attaining Normal Retirement Age shall be:
- a. No special provisions (i.e., greater of continued accruals or Actuarial Equivalent of 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.
30. DISABILITY RETIREMENT BENEFITS (Plan Section 5.7)
- a. N/A. No disability benefits provided (Go to next Question).
- b. Disability benefits shall 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).
- AND**, the disability of Participants shall be determined...
4. By a physician.
5. Under the Social Security Act.
- AND**, in addition to disability, the following additional conditions apply to a Participant's eligibility for a disability pension:
6. N/A. No additional conditions.
7. Specify: _____ (may not discriminate in favor of Highly Compensated Employees and must be applied uniformly to all Participants).
31. SUSPENSION OF BENEFITS (Plan Section 5.4(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 5.4(d).
2. the portion of Participants' Code Section 411(d)(6) protected benefits (within the meaning of Regulations Section 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 5.4(d).
32. DEATH BENEFITS (Plan Section 5.8) The death benefit under this Plan is:
- a. No death benefit other than the "minimum spouse's death benefit" as defined in Plan Section 5.8(n) (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.

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- 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 Section 401(a)).

AND, regardless of the above, the maximum death benefit will be:

- l. N/A or no maximum other than the limitations of Plan Section 5.8(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 Section 401(a)).

AND, pursuant to Plan Section 5.8(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 5.8(n) (must select if 32.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 5.8(n)).

33. LIFE INSURANCE If life insurance Policies are being used to fund a death benefit:

- a. N/A. No life insurance is being used.
- b. The face amount of the Policies shall 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 32.m., n., o., p. or q. must be selected.

AND, (select all that apply or leave blank if not applicable)...

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

VESTING

34. VESTING OF PARTICIPANT'S INTEREST (Plan Section 5.9(c))

- a. 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.

Vesting for Employer Contributions.

- 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%
 - 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%

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7. Other - Must be at least as liberal as either 2. or 6. above in each year without switching between the two schedules:

Service	Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

35. **TOP-HEAVY VESTING (Plan Section 5.9(d))**

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), shall 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. (If a different top-heavy schedule applies to different contribution sources, attach an addendum specifying the schedule that applies to each source):

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.

AND, 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 when the Plan ceases to be a Top-Heavy Plan.

36. **EXCLUDED VESTING SERVICE (select all that apply or leave blank if not applicable)**

- a. Service prior to the initial Effective Date of the Plan or a predecessor plan.
- b. Service prior to the computation period in which an Employee has attained age 18.
- c. Service during a period for which an Employee made no mandatory Employee Contributions.

37. **VESTING FOR DEATH, EARLY RETIREMENT AND TOTAL AND PERMANENT DISABILITY**

Regardless of the vesting schedule, an Employee shall become fully Vested upon (select all that apply or leave blank if not applicable):

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

38. **DEEMED CASH-OUT RULE (Plan Section 5.9(b))**

Unless otherwise selected below (or unless a plan provides for 100% vesting), the deemed cash-out rule for a 0% Vested Participant applies.

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

CODE SECTION 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 Section 415(d) unless otherwise selected below.

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

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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 Section 415(d) unless selected below.

- c. The "Defined Benefit Dollar Limitation" **will be** automatically adjusted under Code Section 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 Section 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 Section 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 Section 415.

PFEA transition rule. The PFEA 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 Section 415 limit calculation as a minimum Code Section 415 limit applicable to the 2004 Plan Year).

40. LIMITATION YEAR (Plan Section 1.44) means the 12 consecutive month period:

- a. beginning on _____ of each year
month day
- b. and ending on the following _____
month day

DISTRIBUTIONS

41. FORM OF DISTRIBUTIONS (Plan Sections 5.10 and 5.11)
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 5.10 and 5.11 (select all that apply or leave blank if not applicable):

- a. lump-sums.
- b. substantially equal installments.
- c. partial withdrawals provided the minimum withdrawal is \$ _____.
- 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 Participant's benefiting under the Plan and may not be subject to Employer discretion).

AND, the normal form of the Qualified Joint and Survivor Annuity will be a joint and 50% survivor annuity unless otherwise selected below:

- f. N/A.
- g. Joint and 100% survivor annuity.
- h. Joint and 75% survivor annuity.
- i. Joint and 66 2/3% survivor annuity.

AND, distributions may be made in...

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

AND, the Plan provides the following subsidized benefit:

- l. N/A. There are no subsidized benefits.
- m. 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.

Non-Standardized Integrated Defined Benefit Plan

AND, death benefits under the Plan may be paid in one of the following optional forms of payment (subject to the provisions of Plan Section 5.11):

- n. No form of payment other than Qualified Pre-Retirement Survivor Annuity is permitted (may only be selected if 32.a is selected (i.e., the Plan only provides a death benefit equal to the "minimum spouse's death benefit")).
- o. the following form of payment (select one or more)
 - 1. lump-sums.
 - 2. substantially equal installments.
 - 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
- p. Other: _____ (must be currently available to all Participant's benefiting under the Plan and may not be subject to Employer discretion).

42. **CONDITIONS FOR DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT.** Distributions upon termination of employment pursuant to Plan Section 5.9 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 termination 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 termination 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 termination of employment.
- e. Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following termination of employment.
- f. Distributions may be made as soon as administratively feasible after _____ months have elapsed following termination 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 Regulation Section 1.411(d)-4 and may not exceed the limits of Code Section 401(a)(14) as set forth in Plan Section 5.14).

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

- i. Same as above.
- j. Distributions may be made as soon as administratively feasible following termination 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 termination of employment.
- m. Other: _____ (must be objective conditions which are ascertainable and are not subject to Employer discretion except as otherwise permitted in Regulation Section 1.411(d)-4 and may not exceed the limits of Code Section 401(a)(14) as set forth in Plan Section 5.14).

C. 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.

NOTE: If this is an EGTRRA restatement and there are special effective dates for the Participant consent provisions, complete n. or o. based on the current Plan provisions and complete q. or r. below.

- n. No, Participant consent is required for all distributions.
- o. 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.

AND, if this is an EGTRRA restatement, the following apply:

- p. N/A. Not an EGTRRA restatement.
- q. Provisions above at n. or o. apply to distributions made on or after March 28, 2005.
- r. Provisions above at n. or o. are effective for distributions made on or after _____ (enter a date later than March 28, 2005). The following applies to distributions prior to such date but after March 28, 2005:

- 1. No mandatory distributions.
- 2. Participant consent is required only if the distribution is over
 - a. \$5,000
 - b. \$1,000
 - c. \$_____ (less than \$1,000)

D. **Exclusion of rollovers in determination of \$5,000 threshold.** In determining the \$5,000 threshold for the timing of distributions, form of distributions, or consent rules, effective for distributions made after December 31, 2001, rollover contributions will be included or excluded as selected below. However, if the Participant consent threshold is \$1,000 or less, then rollovers will be included for such purpose regardless of the election below.

NOTE: If this is an EGTRRA restatement and there are special effective dates for the exclusion of rollover contributions, complete n. or o. based on the current Plan provisions and complete v. or w. below.

Rollover contributions will be (select one):

- s. included.
- t. excluded.

AND, if this is an EGTRRA restatement, the following apply (select all that apply or leave blank if not applicable):

- u. Provisions above at s. or t. apply to distributions made after December 31, 2001.
- v. Provisions above at s. or t. are effective for distributions made after _____ (enter a date no earlier than December 31, 2001) and for distributions made prior to such date but after December 31, 2001, the opposite selection applies (e.g., if s. applies after the date entered, then t. applies prior to such date).
- w. If t. is selected, rollover contributions will only be excluded with respect to Participants who separated from service after _____ (the date may be earlier than December 31, 2001).

43. MINIMUM DISTRIBUTION TRANSITIONAL RULES (Plan Section 5.12(f)(7))

NOTE: This Section does not apply to (1) a new Plan or (2) an amendment or restatement of an existing Plan that never contained the provisions of Code Section 401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA).

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

- a. N/A. (This is a new Plan or this Plan has never included the pre-SBJPA provisions.)
- b. April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (The pre-SBJPA rules will continue to apply.)
- c. 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 and if no election is made, both will apply effective as of January 1, 1996):
 - 1. A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of _____ (not 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:
 - a. Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
 - b. Upon the recommencement of distributions, a new Annuity Starting Date is created.
 - 2. A Participant who had not begun receiving required minimum distributions as of _____ (not 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) will apply to all such Participants unless the option below is selected:
 - a. 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 amendment and restatement to bring the Plan into compliance with SBJPA. (This option may only be selected if the amendment to eliminate the in-service distribution is adopted no later than the last day of the remedial amendment period that applies to the Plan for changes under SBJPA.)

44. DISTRIBUTIONS UPON DEATH (Plan Section 5.12(e))

Distributions upon the death of a Participant prior to the "Required Beginning Date" shall...

- 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.
- 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."

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45. DISTRIBUTION OF THE PRE-RETIREMENT SURVIVOR ANNUITY (Plan Section 5.11(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).

46. IN-SERVICE DISTRIBUTIONS

- a. In-service distributions are NOT permitted.
- 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? (leave blank if not applicable)
 - 4. Special effective date. Effective as of _____ (leave blank if no special effective date; if this is an EGTRRA restatement, enter the date such provision was implemented – such date may not be earlier than the first day of the Plan Year beginning in 2007).

AND, 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 Section 414(k) Account.
 - 2. Participant's Rollover Account.
 - 3. Participant's Transfer Account.
 - 4. Participant's Voluntary Contribution Account.

AND, the minimum distribution shall be...

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

47. RETROACTIVE ANNUITY STARTING DATE (Plan Section 5.13)

- a. Not permitted.
- b. The Plan permits RASD.
 - 1. Special effective date. Effective as of _____ (leave blank if this provision is effective as of the effective date of the Plan or if this is a restatement, as of the effective date of the restatement; however, if this is an EGTRRA restatement then the date entered may not be earlier than the first day of the Plan Year beginning on or after January 1, 2004).

TOP-HEAVY REQUIREMENTS

48. TOP-HEAVY DUPLICATIONS (Plan Section 5.5(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, indicate which method shall be utilized to avoid duplication of top-heavy minimum benefits.

- a. N/A. The Employer does not maintain a defined contribution plan or this is a frozen Plan.
- b. The full top-heavy minimum will be provided in each plan (if selected, Plan Section 5.5(j) shall not apply).
- c. 5% defined contribution minimum will be made in _____ (enter the name of the other plan)
- d. 2% defined benefit minimum.
- e. 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. – e. is selected, an Employer may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code Section 416.

49. PRESENT VALUE (Plan Section 9.2) For purposes of establishing the Present Value of Accrued Benefits to compute the top-heavy ratio, any benefit shall be discounted only for mortality and interest based on the following:

- a. Same interest and mortality used to determine Actuarial Equivalence.
- b. OR, the following interest and mortality: (complete 1. and 2.)
 - 1. Interest rate: _____
 - 2. Mortality table: _____

50. VALUATION DATE (Plan Section 9.2) For purposes of computing the top-heavy ratio, the valuation date shall be _____ of each year.

MISCELLANEOUS

51. LOANS TO PARTICIPANTS (Plan Section 7.5)

- a. Loans are not permitted.
- b. Loans are permitted.

52. DIRECTED INVESTMENTS (Plan Section 4.5)
- a. Participant directed investments are not permitted.
 - b. Participant directed investments are permitted for:
 - 1. All accounts.
 - 2. The following Participant accounts (select one or more):
 - a. Participant's Rollover Account.
 - b. Participant's Section 414(k) Account.
 - c. Participant's Transfer Account.
 - d. Participant's Voluntary Contribution Account.
 - e. Other: _____ (specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion).

AND, is it intended that the Plan comply with Act Section 404(c) with respect to the accounts subject to Participant investment direction?

- 3. No.
- 4. Yes.

53. ROLLOVERS (Plan Section 4.3)
- a. Rollovers will not be accepted by this Plan.
 - b. Rollovers will be accepted by this Plan.
- AND**, if b. is selected, rollovers may be accepted from the following (select one):
- 1. any Eligible Employee, even if not a Participant.
 - 2. Participants only.

AND, distributions from a Participant's Rollover Account may be made:

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

54. AGE (Plan Section 1.8) means the age of a Participant at the:
- a. Nearest birthday
 - b. Last birthday

55. EXCESS ASSETS (Plan Section 8.2) upon Plan termination shall be...
- a. Reallocated to Participants.
 - b. Returned to the Employer.

56. HIGHLY COMPENSATED EMPLOYEE (Plan Section 1.35)
- The top-paid group election and the 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):
- a. **The Top-Paid Group Election** will be used for Plan Years beginning on or after _____.
 - b. **The Calendar Year Data Election** will be used for Plan Years beginning on or after _____.

EGTRRA AND PPA TRANSITION RULES

The following questions only apply if this is an EGTRRA restatement (i.e., Question 6.c. is selected). If this is not an EGTRRA restatement, then this Plan will not be considered an individually designed plan merely because the following questions are deleted from the Adoption Agreement.

NOTE: The following provisions are designed to be left unanswered if the selections do not apply to the Plan.

57. CODE SECTION 415(b); INCREASE IN COMPENSATION LIMIT; APPLICABLE MORTALITY TABLE

- A. Benefit Increases Under Code Section 415(B).** Benefit increases resulting from the increase in the limitations of Code Section 415(b) shall: (select one or leave blank if not applicable):
 - a. be provided to all Employees participating in the Plan who have one Hour of Service on or after the first day of the first Limitation Year ending after December 31, 2001.
 - b. be provided to all current and former Participants (with benefits limited by Code Section 415(b) who have an Accrued Benefit under the Plan immediately prior to the effective date of this Section, other than an Accrued Benefit resulting from a benefit increase solely as a result of the increases in limitations under Code Section 415(b)).
 - c. not be provided to any participants (retain the pre-EGTRRA Code Section 415 limits). This option could result in qualification issues (see Q&A 14 of Rev. Rul. 2001-51).
- B. Increase In Compensation Limit For Prior Determination Periods.** In determining benefit accruals in plan years beginning after December 31, 2001, the annual compensation limit in Plan Section 1.14 for determination periods beginning before January 1, 2002, shall be \$200,000 unless otherwise elected below: (leave blank if not applicable)
 - d. \$150,000 for any determination period beginning in 1996 or earlier; \$160,000 for any determination period beginning in 1997, 1998, or 1999; and \$170,000 for any determination period beginning in 2000 or 2001.
- C. Applicable Mortality Table (Plan Section 1.4).** The applicable mortality table set forth in Code Section 417(e)(3) (see Revenue Ruling 2001-62) shall be effective for distributions with Annuity Starting Dates on and after (select one or leave blank if not applicable):
 - e. December 31, 2002.
 - f. _____ (must be a date within 2002).

58. MINIMUM DISTRIBUTION TRANSITION RULES.

The Code Section 401(a)(9) Final and Temporary Treasury Regulations apply for purposes of determining required minimum distributions for calendar years beginning with the 2002 calendar year unless otherwise selected below (select one or leave blank if not applicable):

- a. Apply the 2001 Proposed Code Section 401(a)(9) Regulations to all minimum distributions for the 2002 distribution calendar year.
- b. Apply the 1987 Proposed Code Section 401(a)(9) Regulations to all minimum distributions for the 2002 distribution calendar year.
- c. Other: _____ (specify the date the Final and Temporary Regulations were first applied; e.g., the Final and Temporary Regulations only apply to distributions for the 2002 distribution calendar year that are made on or after a specified date *within* 2002 or the Plan's initial Effective Date if later).

AND, required minimum distributions for calendar year 2001 were made in accordance with Code Section 401(a)(9) and the 1987 Proposed Regulations, unless selected below: (optional)

- d. Required minimum distributions for 2001 were made pursuant to the proposed Regulations under Code Section 401(a)(9) published in the Federal Register on January 17, 2001 (the "2001 Proposed Regulations").

AND, for purposes of determining minimum required distributions for the calendar years specified below (2003, 2004 and/or 2005), F-3 and F-3A of Section 1.401(a)(9)-1 of the 1987 proposed regulations, A-1 of Section 1.401(a)(9)-6 of the "2001 Proposed Regulations," Section 1.401(a)(9)-6T of the temporary regulations, or a reasonable and good faith interpretation of the requirements of Code Section 401(a)(9) of the Code, as indicated, apply (select all that apply or leave blank if not applicable):

- e. F-3 and F-3A of Section 1.401(a)(9)-1 of the 1987 proposed regulations apply for distributions in calendar year(s) _____.
- f. A-1 of Section 1.401(a)(9)-6 of the "2001 Proposed Regulations" applies for distributions in calendar year(s) _____.
- g. Section 1.401(a)(9)-6T of the temporary regulations applies for distributions in calendar year(s) _____.
- h. A reasonable and good faith interpretation of the requirements of Code Section 401(a)(9) applies for distributions in calendar year(s) _____.

AND, the following transitional rules apply (select all that apply or leave blank if not applicable):

- i. Election to allow Designated Beneficiary receiving distributions under 5-year rule to elect Life Expectancy distributions. A Designated Beneficiary who was receiving payments under the 5-year rule was permitted to a new election to receive payments under the Life Expectancy rule until December 31, 2003. If selected, all amounts that would have been required to be distributed under the Life Expectancy rule for all distribution calendar years before 2004 must have been distributed by the earlier of December 31, 2003 or the end of the 5-year period.

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- j. Election to allow Participants to modify annuity period certain after payments have begun. A Participant who began payments as a result of attaining his or her "Required Beginning Date," whose interest has not been distributed in the form of an annuity purchased from an insurance company or in a single sum before such date, who is receiving such payments from the Plan as an annuity over a period certain may elect a change in the period certain with associated modifications in the annuity payments provided the conditions set forth in Plan Section 5.12(c)(1)(iii) are satisfied.
- k. Election to allow pop-up payments to a surviving spouse after the cessation of payments to a child. For purposes of payments made to a Participant's surviving child until the child reaches the age of majority (or dies, if earlier) shall be treated as if such payments were made to the surviving spouse to the extent the payments become payable to the surviving spouse upon cessation of the payments to the child. For purposes of this Section, a child shall be treated as having not reached the age of majority if the child has not completed a specified course of education and is under the age of 26. In addition, for a child who is disabled within the meaning of Code Section 72(m)(7) when such child reaches the age of majority, shall be treated as having not reached the age of majority so long as the child continues to be disabled.

59. NON-SPOUSAL ROLLOVERS. Non-spousal rollovers are permitted after December 31, 2006 unless otherwise selected below (Plan Section 5.22 provides that such distributions are always permitted after December 31, 2009):

- a. Non-spousal rollovers are not permitted.
- b. Non-spousal rollovers are permitted effective _____ (not earlier than January 1, 2007 and not later than January 1, 2010).

REPLACEMENT

Non-Standardized Integrated 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 Section 401 only to the extent provided in Rev. Proc. 2005-16.

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. 2005-16. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

This Adoption Agreement may be used only in conjunction with basic Plan document #06. This Adoption Agreement and the basic Plan document shall together be known as SunGard Business Systems LLC Non-Standardized Integrated Defined Benefit Prototype Plan #06-002.

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.

SunGard 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 SunGard Business Systems LLC of any change in address.

This Plan may not be used, and shall not be deemed to be a Prototype Plan, unless an authorized representative of SunGard Business Systems LLC has acknowledged the use of the Plan. Such acknowledgment is for administrative purposes only. It acknowledges that the Employer is using the Plan but does not represent that this Plan, including the choices selected on the Adoption Agreement, has been reviewed by a representative of the sponsor or constitutes a qualified retirement plan.

SunGard Business Systems LLC

By: _____

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) hereby cause this Plan to be executed on the date(s) specified below:

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

_____ TRUSTEE OR INSURER

_____ DATE SIGNED

_____ TRUSTEE OR INSURER

_____ DATE SIGNED

_____ TRUSTEE OR INSURER

_____ DATE SIGNED

_____ TRUSTEE OR INSURER

_____ DATE SIGNED

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

A. Special effective dates. The following special effective dates apply:

- a. N/A. No special effective dates selected below.
- b. **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. Other Permitted Elections. Select a. or any of the following elections that apply at b. - 1.:

- a. N/A. No other elections selected below.
- b. **Deemed 125 compensation** (Plan Sections 1.14 and 1.32). Deemed 125 compensation shall be included in Compensation and 415 Compensation effective as of Plan Years and Limitation Years beginning on or after _____ (insert the later of January 1, 1998, or the first day of the first Plan Year the Plan used this definition).
- c. **Reemployed after 1-Year Break in Service ("rule of parity" provisions)** (Plan Section 3.5(d)). The "rule of parity" provisions in Plan Section 3.5(d) shall 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 5.8(i)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 5.8(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. **411(d)(6) protected benefits** (Plan Section 8.1(b)). The following are Code Section 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).
- g. **Recognition of Service with other employers** (Plan Sections 1.54 and 1.85). Service with the following employers (in addition to those specified at Question 16.) will be recognized as follows:

	Eligibility	Vesting	Accruals
1. <input type="checkbox"/> Employer name: _____	[]	[]	[]
2. <input type="checkbox"/> Employer name: _____	[]	[]	[]
3. <input type="checkbox"/> Employer name: _____	[]	[]	[]
4. <input type="checkbox"/> Limitations: _____ (e.g., credit service with X only on/following 1/1/09 or credit all service with entities the Employer acquires after 12/31/08).	[]	[]	[]

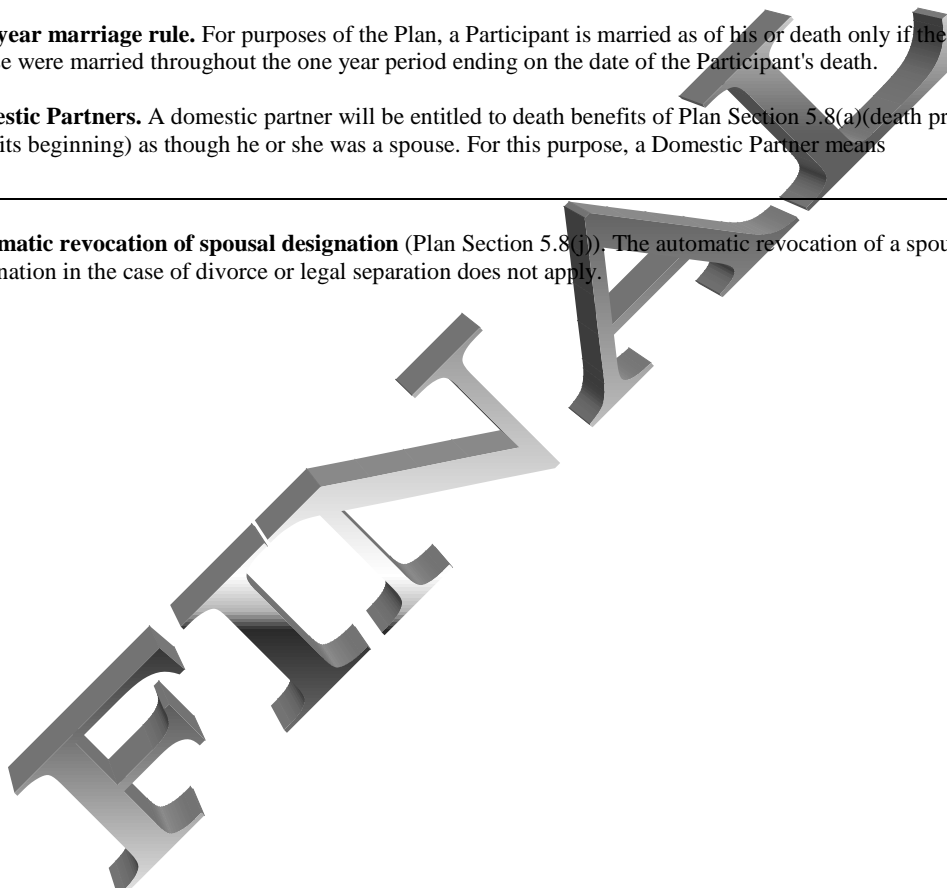
- h. **Proposed 415 Regulations** (Plan Section 1.14(e)). The post-severance Compensation provisions of the Proposed 415 Regulations shall apply to this Plan for Limitation Years and Plan Years beginning prior to July 1, 2007 and on or after _____ (may not be earlier than 2005). (select 1. or leave blank if not applicable)
 - 1. Specify any special rules that apply to the application of the Proposed 415 Regulations (e.g., whether the Regulations apply solely for 415 Compensation or for Compensation used for benefit or allocation purposes): _____

Non-Standardized Integrated Defined Benefit Plan

- i. **Pre-amendment vesting schedule** (Plan Section 5.9(g)).
The vesting schedule has been amended to a less favorable schedule and the following schedule applies to Participants who elected, pursuant to Plan Section 5.9(g), to continue vesting under the pre-amendment schedule (may only enter the vesting schedule in the Plan prior to the amendment):

Service	Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

- j. **One-year marriage rule.** For purposes of the Plan, a Participant is married as of his or death only if the Participant and spouse were married throughout the one year period ending on the date of the Participant's death.
 - k. **Domestic Partners.** A domestic partner will be entitled to death benefits of Plan Section 5.8(a)(death prior to retirement benefits beginning) as though he or she was a spouse. For this purpose, a Domestic Partner means
-
- l. **Automatic revocation of spousal designation** (Plan Section 5.8(j)). The automatic revocation of a spousal Beneficiary designation in the case of divorce or legal separation does not apply.



**APPENDIX B
ADMINISTRATIVE ELECTIONS**

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this section without a formal Plan amendment. In addition, modifications to this Appendix B will not affect an Employer's reliance on an IRS opinion letter or determination letter.

A. **Loan Limitations. Note:** the separate loan program required by the DOL will override any inconsistent selections made below. (complete only if loans to Participants are permitted)

a. N/A. No loan limitations selected below.

b. Limitations (select one or more):

1. Loans will only be made for hardship or financial necessity (as defined in the loan program).

2. The minimum loan will be \$_____ (may not exceed \$1,000).

3. A Participant may only have _____ (e.g., one (1)) loan(s) outstanding at any time.

4. All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution, if applicable).

5. Loans are repaid by (if left blank, then payroll deduction applies):

a. payroll deduction

b. ACH (Automated Clearing House)

c. check

AND, unless 1. selected below, a check may only be used for a final payment (e.g., pre-payment)

1. checks may be used for any payment

6. Loans will be granted at the following interest rate (if left blank, then c. below applies):

a. _____% over the prime interest rate

b. _____%

c. the Plan Administrator establishes the rate in a nondiscriminatory manner

B. **Rollover Limitations.** Will the Plan accept rollover contributions and/or direct rollovers of distributions from the sources specified below?

a. No.

b. Yes.

AND, indicate the sources of rollovers that will be accepted (select one or more)

1. **Direct Rollovers.** The Plan will accept a direct rollover of an eligible rollover distribution from: (select one or more)

a. a qualified plan described in Code Section 401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions.

b. a qualified plan described in Code Section 401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions.

c. a plan described in Code Section 403(a) (an annuity plan), excluding after-tax employee contributions.

d. a plan described in Code Section 403(a) (an annuity plan), including after-tax employee contributions.

e. a plan described in Code Section 403(b) (a tax-sheltered annuity), excluding after-tax employee contributions.

f. a plan described in Code Section 403(b) (a tax-sheltered annuity), including after-tax employee contributions.

g. a plan described in Code Section 457(b) (eligible deferred compensation plan).

2. **Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer).** The Plan will accept a contribution of an eligible rollover distribution: (select one or more.)

a. a qualified plan described in Code Section 401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan).

b. a plan described in Code Section 403(a) (an annuity plan).

c. a plan described in Code Section 403(b) (a tax-sheltered annuity).

d. a plan described in Code Section 457(b) (eligible deferred compensation plan).

3. **Participant Rollover Contributions from IRAs:** The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.

PARTICIPATION AGREEMENT

The Affiliated Employer, by executing this Participation Agreement, elects to become a Participating Employer in the Plan, to continue participation in the Plan or to cease status as a Participating Employer. The Participating Employer accepts, and agrees to be bound by, all of the elections granted under the provisions of the Prototype Plan as made by the Signatory Employer to the Execution Page of the Adoption Agreement, except as otherwise provided in this Participation Agreement. The Participating Employer also agrees to the Signatory Employer's future amendment or termination of the Plan in accordance with Article XI of the Plan. [Note: Each Participating Employer must execute a separate Participation Agreement.]

A. AFFILIATED EMPLOYER INFORMATION

- a. Name:
b. Address: Street, City, State, Zip
c. Telephone:
d. Taxpayer Identification Number (TIN):
e. Fiscal Year:

B. EFFECTIVE DATE(S) (select one or more)

- f. [] NEW PLAN. The Participating Employer's adoption of this Plan constitutes the adoption of a new plan by the Participating Employer, effective as of:
g. [] RESTATEMENT. The Participating Employer's adoption of this Plan constitutes the adoption of an amendment and restatement of the Plan effective as of: with the Participating Employer having originally commenced participation in the Plan effective as of:
h. [] RESTATEMENT AND MERGER. The Participating Employer's adoption of this Plan constitutes the amendment and restatement of the Participating Employer's plan known as: and originally effective: which plan is being merged into this Plan effective as of:
i. [] CESSATION. The Participating Employer is ceasing its participation in the Plan effective as of:
j. [] SPECIAL EFFECTIVE DATES:

PARTICIPATING EMPLOYER: [name of participating employer]

By: DATE SIGNED

SIGNATORY EMPLOYER: [name of employer]

By: DATE SIGNED

Acceptance by the Trustee (or Insurer) (only required if the duties of the Trustee (or Insurer) are affected).

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

OR

TRUSTEE OR INSURER DATE SIGNED