

ADOPTION AGREEMENT FOR
SUNGARD CORBEL LLC
NON-STANDARDIZED PROFIT SHARING 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 all that apply):
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 9. through 11.)

5. PLAN NAME:

6. EFFECTIVE DATE

- a. This is a new Plan effective as of _____ (hereinafter called the "Effective Date").
- b. This is an amendment and restatement of a plan 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. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.)

7. PLAN YEAR means the 12 consecutive month period:

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

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 16.):

a. N/A

b. beginning on _____ (e.g., July 1, 2007)
month day, year

and ending on _____
month day, year

8. VALUATION DATE means:

- a. Every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation).
- b. The last day of each Plan Year.
- c. The last day of each Plan Year half (semi-annual).
- d. The last day of each Plan Year quarter.
- e. Other (specify day or days): _____ (must be at least once each Plan Year).

9. PLAN NUMBER assigned by the Employer

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

10. 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 Trustee(s) over assets not subject to control by a corporate Trustee. (Add additional Trustees as necessary.)

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

ELIGIBILITY REQUIREMENTS

14. ELIGIBLE EMPLOYEES (Plan Section 1.25) means all Employees (including Leased Employees) EXCEPT for the following Employees: (select all that apply below)

- a. N/A. No exclusions.
- b. The following are excluded:
 - 1. Union Employees (as defined in Plan Section 1.25)
 - 2. Nonresident Aliens (as defined in Plan Section 1.25)
 - 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
 - 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).

15. 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., and if applicable, d.):

- 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) consecutive 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 1 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 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. 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).

16. 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.

Non-Standardized Profit Sharing Plan

- 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

17. **RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.60 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	Contribution Allocation
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 1/1/07 or credit all service with entities the Employer acquires after 12/31/06).	<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 1.60 and 1.85 regardless of any selections above.

18. **SERVICE CREDITING METHOD (Plan Sections 1.60 and 1.85)**

NOTE: If no selections are made in this Section, then the Hours of Service method will be used (with actual Hours of Service) and the provisions set forth in the definition of Year of Service in Plan Section 1.85 will apply.

- a. **Elapsed Time Method** (Period of Service applies instead of Year of Service) shall be used for the following purposes (select all that apply):
 - 1. all purposes. (If selected, skip to Question 19.)
 - 2. eligibility to participate.
 - 3. vesting.
 - 4. sharing in allocations or contributions.
- b. **Hours of Service Method** shall be used for the following purposes (select all that apply):
 - 1. eligibility to participate in the Plan. The eligibility computation period after the initial eligibility computation period shall:
 - a. shift to the Plan Year.
 - b. be based on each anniversary of the date the Employee first completes an Hour of Service.
 - 2. vesting. The vesting computation period shall be:
 - a. the Plan Year.
 - b. the date an Employee first performs an Hour of Service and each anniversary thereof.
 - 3. sharing in allocations or contributions (the computation period shall be the Plan Year).

AND, the following Hour of Service alternatives will apply (select all that apply):

- 4. **Equivalency Method.** Instead of using actual Hours of Service, Hours of Service will be determined using the method selected below. 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).
5. **Number of Hours of Service Required.** Year of Service means the applicable computation period during which an Employee has completed at least _____ (not to exceed 1,000) Hours of Service.

VESTING

19. VESTING OF PARTICIPANT'S INTEREST (Plan Section 6.4(b))

- a. N/A. No Employer profit sharing contributions are subject to a vesting schedule. (skip to Question 23.)
- b. 100% for those Participants employed on _____ (enter date). For those Participants hired after such date, the vesting provisions selected below apply.
- c. The vesting provisions selected below apply.

Vesting for Employer Profit Sharing Contributions.

- d. 100% vesting. Participants are 100% vested in Employer profit sharing contributions upon entering Plan. (Required if eligibility requirement is greater than 1 Year (or Period) of Service.)
- e. 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 profit sharing contributions:
 - 1. 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 - 2. 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 - 3. 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 - 4. 3 Year Cliff: 0-2 years-0%; 3 years-100%
 - 5. 7 Year Graded: 0-2 years-0%; 3 years-20%; 4 years-40%; 5 years-60%; 6 years-80%; 7 years-100%
 - 6. 5 Year Cliff: 0-4 years-0%; 5 years-100%
 - 7. Other - Must be at least as liberal as either 5. or 6. above in each year without switching between the two schedules:

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

20. TOP-HEAVY VESTING (Plan Section 6.4(d))

If this Plan becomes a Top-Heavy Plan, the following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the Elapsed Time method is selected) shall be as follows:

- 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.

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

- 21. EXCLUDED VESTING SERVICE
 - a. No exclusions.
 - b. Service prior to the initial Effective Date of the Plan or a predecessor plan.
 - c. Service prior to the computation period in which an Employee attains age 18.

- 22. VESTING FOR DEATH AND TOTAL AND PERMANENT DISABILITY
Regardless of the vesting schedule, Participants shall become fully Vested upon (select a. or all that apply of b. and c.):
 - a. N/A. Apply vesting schedule, or all contributions to the Plan are fully Vested.
 - b. Death.
 - c. Total and Permanent Disability.

RETIREMENT AGES

- 23. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.52) means the:
 - a. date of a Participant's _____ birthday (not to exceed 65th).
 - b. later of a Participant's _____ birthday (not to exceed 65th) or the _____ (not to exceed 5th) anniversary of the first day of the Plan Year in which participation in the Plan commenced.

- 24. NORMAL RETIREMENT DATE (Plan Section 1.53) means the:
 - a. Participant's NRA.OR (select one)
 - b. first day of the month coinciding with or next following the Participant's NRA.
 - c. first day of the month nearest the Participant's NRA.
 - d. Anniversary Date coinciding with or next following the Participant's NRA.
 - e. Anniversary Date nearest the Participant's NRA.

- 25. EARLY RETIREMENT DATE (Plan Section 1.21)
 - a. N/A. No Early Retirement provision provided.
 - b. Early Retirement Date means the:
 - 1. date on which a Participant satisfies the Early Retirement requirements.
 - 2. first day of the month coinciding with or next following the date on which a Participant satisfies the Early Retirement requirements.
 - 3. Anniversary Date coinciding with or next following the date on which a Participant satisfies the Early Retirement requirements.

AND, the Early Retirement requirements are:

 - 4. Participant attains age _____.
AND, completes.... (leave blank if not applicable)
 - a. at least _____ Years (or Periods) of Service for vesting purposes.
 - b. at least _____ Years (or Periods) of Service for eligibility purposes.

AND, shall a Participant become fully Vested upon attainment of the Early Retirement Date?

 - 5. Yes.
 - 6. No.

COMPENSATION

- 26. 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.
- COMPENSATION shall be based on the following determination period:
- d. the Plan Year.
 - e. the Fiscal Year coinciding with or ending within the Plan Year.
 - f. the calendar year coinciding with or ending within the Plan Year.
- NOTE:** The Limitation Year for Code Section 415 purposes shall be the same as the determination period for Compensation unless an alternative period is specified: _____
(must be a consecutive twelve month period).

ADJUSTMENTS TO COMPENSATION

- g. N/A. No adjustments.
- h. Compensation shall be adjusted by: (select all that apply)
 - 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
 - 4. excluding overtime
 - 5. excluding bonuses
 - 6. excluding commissions
 - 7. other: _____
(e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

NOTE: Options 4., 5., 6., or 7. may not be selected if an integrated allocation formula is selected (i.e. if 27.f. is selected). In addition, if 4., 5., 6., or 7. is selected, the definition of Compensation could violate the nondiscrimination rules.

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).

CONTRIBUTIONS AND ALLOCATIONS

- 27. FORMULA FOR DETERMINING EMPLOYER PROFIT SHARING CONTRIBUTION (Plan Section 4.3(b)) (d. may be selected in addition to b. or c.)
 - a. N/A. No Employer Profit Sharing Contributions may be made (other than top-heavy minimum contributions) (skip to Question 28.)
 - b. Discretionary contribution, to be determined by the Employer.
 - c. Fixed contribution equal to _____% of Compensation of Participants eligible to share in allocations.
 - d. Prevailing Wage Contribution. The Employer will make a Prevailing Wage Contribution on behalf of each Participant who performs services subject to the Service Contract Act, Davis-Bacon Act or similar Federal, State, or Municipal Prevailing Wage statutes. The Prevailing Wage Contribution shall be an amount equal to the balance of the fringe benefit payment for health and welfare for each Participant (after deducting the cost of cash differential payments for the Participant) based on the hourly contribution rate for the Participant's employment classification, as designated on Schedule A as attached to this Adoption Agreement. The Prevailing Wage Contribution shall not be subject to any age or service requirements set forth in Question 15. nor to any service or employment conditions set forth in Question 28. and will be 100% Vested.

AND, shall the Prevailing Wage Contribution made on behalf of a Participant for a Plan Year reduce (offset) other Employer contributions allocated or contributed on behalf of such Participant for the Plan Year?

- 1. No, the Prevailing Wage Contribution will be in addition to other Employer contributions.
- 2. Yes, it will offset any other Employer contributions under the Plan.

AND, shall Highly Compensated Employees be excluded from receiving a Prevailing Wage Contribution?

- 3. Yes.
- 4. No.

CONTRIBUTION ALLOCATIONS

If b. or c. above is selected, the Employer profit sharing contribution for a Plan Year will be allocated as follows:

- e. **NON-INTEGRATED ALLOCATION**
 - 1. In the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants.
 - 2. In the same dollar amount to all Participants (per capita).
 - 3. In the same dollar amount per Hour of Service completed by each Participant.
 - 4. In the same proportion that each Participant's points bears to the total of such points of all Participants. A Participant's points with respect to any Plan Year shall be computed as follows (select all that apply):
 - a. _____ point(s) shall be allocated for each Year of Service (or Period of Service if the Elapsed Time method is selected). However, the maximum Years (or Periods) of Service taken into account shall not exceed _____ (leave blank if no limit on service applies).
 - b. _____ point(s) shall be allocated for each full \$_____ (may not exceed \$200) of Compensation.
 - c. _____ point(s) shall be allocated for each year of age as of the end of the Plan Year.

AND, if 27.e.4.a. above is selected, Year of Service (or Period of Service if applicable), means:

- d. Service for eligibility purposes.
- e. Service for vesting purposes.

f. **INTEGRATED (PERMITTED DISPARITY) ALLOCATION**

In accordance with Plan Section 4.3(b)(2) based on a Participant's Compensation in excess of:

- 1. The Taxable Wage Base.
- 2. _____% (not to exceed 100%) of the Taxable Wage Base. (see Note below)
- 3. 80% of the Taxable Wage Base plus \$1.00.
- 4. \$_____ (not greater than the Taxable Wage Base). (see Note below)

NOTE: The integration percentage of 5.7% shall be reduced to:

- 1. 4.3% if 2. or 4. above is more than 20% and less than or equal to 80% of the Taxable Wage Base.
- 2. 5.4% if 3. is selected or if 2. or 4. above is more than 80% of the Taxable Wage Base.

g. **NON-SAFE HARBOR ALLOCATION METHODS**

1. **Grouping Method.** Pursuant to Plan Section 4.3(b)(3)(vi), the classifications are (select a. or b.):

- a. Each Participant constitutes a separate classification.
- b. Participants will be divided into the following classifications with the same allocation ratio (the classifications should be such that resulting allocations are provided in a definite predetermined formula that complies with Regulation Section 1.401-1(b)(1)(ii)):

Classification A shall consist of: _____.

Classification B shall consist of: _____.

Classification C shall consist of: _____.

Classification D shall consist of: _____.

Additional Classifications: _____
(specify the classifications).

NOTE: If a. or b. is selected, then the number of allocation rates must not exceed the maximum allowable number of allocation rates permitted under Plan Section 4.3(b)(3)(vi). HCEs may each be in separate allocation groups. The grouping of eligible NHCEs must be done in a reasonable manner and should reflect a reasonable classification in accordance with Regulation Section 1.410(b)-4(b). In the case of Self-Employed Individuals (i.e., sole proprietors or partners), the allocation method should not be such that a cash or deferred election is created for a Self-Employed Individual as a result of application of the allocation method.

2. **Age-Weighted Method.** The Schedule of Age-Weighted Allocation Factors is set forth in attached Exhibit A (which is hereby incorporated by reference and made a part of the Plan) and shall be based on the following interest rate (if no selection is made, c. shall be deemed to have been selected):

- a. 7.5% interest
- b. 8.0% interest
- c. 8.5% interest

28. **REQUIREMENTS TO SHARE IN ALLOCATIONS OF EMPLOYER PROFIT SHARING CONTRIBUTION AND FORFEITURES** (select a. OR b. and all that apply of c., d., or e.)

a. **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status at the end of the Plan Year. (skip to next Question.)

b. **Conditions for Participants NOT employed at the end of the Plan Year.**

- 1. A Participant must complete more than _____ (not to exceed 500) Hours of Service (or _____ (not to exceed 3) months of service if the Elapsed Time method is selected).
- 2. A Participant must complete a Year of Service (or Period of Service if the Elapsed Time method is selected). (Could cause the Plan to violate coverage requirements under Code Section 410(b).)
- 3. Participants will NOT share in the allocations, regardless of service. (Could cause the Plan to violate coverage requirements under Code Section 410(b).)
- 4. Participants will share in the allocations, regardless of service.
- 5. Other: _____
(must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the Elapsed Time method is elected)).

- c. **AND, Waiver of conditions for Participants NOT employed at the end of the Plan Year.** Participants who are not employed at the end of the Plan Year due to the following shall be eligible to share in the allocations regardless of the above conditions (select all that apply):
 - 1. Death.
 - 2. Total and Permanent Disability.
 - 3. Early or Normal Retirement.
- d. **Conditions for Participants employed at the end of the Plan Year.** (Options 2. and 3. could cause the Plan to violate coverage requirements under Code Section 410(b).)
 - 1. No service requirement.
 - 2. A Participant must complete a Year of Service (or Period of Service if the Elapsed Time method is selected).
 - 3. A Participant must complete at least _____ (not to exceed 1,000) Hours of Service during the Plan Year.
- e. **Code Section 410(b) fail-safe.** If b.2. or 3. and/or d.2. or 3. is selected, shall the Code Section 410(b) ratio percentage fail-safe provisions apply (Plan Section 4.3(m))?
 - 1. No or N/A.
 - 2. Yes, the Plan must satisfy the ratio percentage test of Code Section 410(b).

29. FORFEITURES (Plan Sections 1.34 and 4.3(e))

- A. **Timing of Forfeiture.** Except as provided in Plan Section 1.34, a Forfeiture will occur (if no selection is made, b. will apply):
 - a. N/A. (May only be selected if all contributions are fully Vested; skip to Question 30.).
 - b. As of the earlier of (1) the last day of the Plan Year in which the Former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.
 - c. As of the last day of the Plan Year in which the Former Participant incurs five (5) consecutive 1-Year Breaks in Service.

AND, the Forfeiture will be disposed of in:

- d. The Plan Year in which the Forfeiture occurs.
- e. The Plan Year following the Plan Year in which the Forfeiture occurs.

- B. **Plan Expenses.** May Forfeitures first be used to pay any administrative expenses?

- f. Yes.
- g. No.

C. **Use of Forfeitures.**

Forfeitures will be:

- h. added to any Employer discretionary contribution and allocated in the same manner.
- i. used to reduce any Employer contribution.
- j. allocated to all Participants eligible to share in the allocations of profit sharing contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year.
- k. other: _____
 (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion; e.g., Forfeitures attributable to transferred balances from Plan X are allocated as additional discretionary contributions only to former Plan X Participants).

30. ALLOCATION OF EARNINGS (Plan Section 4.3(c))

Allocation of earnings with respect to amounts which are not subject to Participant investment direction and which are contributed to the Plan after the previous Valuation Date will be determined:

- a. N/A. All assets in the Plan are subject to Participant investment direction.
- b. by using a weighted average based on the amount of time that has passed between the date a contribution or distribution is made and the prior Valuation Date.
- c. by treating one-half of all such contributions as being a part of the Participant's nonsegregated account balance as of the previous Valuation Date.
- d. by using the method specified in Plan Section 4.3(c) (balance forward method).
- e. other: _____
 (must be a definite predetermined formula that is not based on Compensation, that satisfies the nondiscrimination requirements of Regulation Section 1.401(a)(4)-4, and that is applied uniformly to all Participants).

31. TOP-HEAVY MINIMUM ALLOCATION

The minimum allocation requirements for any Top-Heavy Plan Year shall be applied (select one):

- a. Only to Non-Key Employee Participants.
- b. To both Non-Key and Key Employee Participants.

DISTRIBUTIONS

32. FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)

Distributions under the Plan may be made in (select all that apply)

- a. Lump-sums.
- b. Substantially equal installments.
- c. Partial withdrawals, provided the minimum withdrawal is \$_____ (leave blank if no minimum).
- d. Partial withdrawals or installments are only permitted for required minimum distributions under Code Section 401(a)(9).
- e. Other: _____
(must be definitely determinable and not subject to Employer discretion).

AND, pursuant to Plan Section 6.13, the Qualified Joint and Survivor Annuity and Qualified Pre-Retirement Survivor Annuity provisions:

- f. **Do not apply.** No annuities are allowed (Plan Section 6.13(b) will apply and the joint and survivor rules of Code Sections 401(a)(11) and 417 will not apply to the Plan). (skip to m. and n.)
- g. **Apply.** Annuities are the normal form of distribution. Plan Section 6.13 will not apply and the joint and survivor rules of Code Sections 401(a)(11) and 417 will automatically apply. The Pre-Retirement Survivor Annuity (minimum spouse's death benefit) will be equal to:
 - 1. 100% of a Participant's interest in the Plan.
 - 2. 50% of a Participant's interest in the Plan.
 - 3. _____% (may not be less than 50%) of a Participant's interest in the Plan.
- h. **Apply if annuity is selected by Participant.** Annuities are allowed but are not the normal form of distribution. Plan Section 6.13(c) will apply and the joint and survivor rules of Code Sections 401(a)(11) and 417 will apply only if an annuity form of distribution is selected by a Participant.

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

- i. N/A.
- j. Joint and 100% survivor annuity.
- k. Joint and 75% survivor annuity.
- l. Joint and 66 2/3% survivor annuity.

NOTE: If only a portion of the Plan assets may be distributed in an annuity form of payment, then select both f. AND g. and specify the assets that are subject to the joint and survivor annuity provisions: _____
(e.g., the money purchase pension plan that was merged into this Plan).

AND, distributions may be made in:

- m. Cash only
- n. Cash only (except for insurance contracts, annuity contracts or Participant loans).
- o. Cash or property, except that the following limitation(s) apply: _____
(leave blank if there are no limitations on property distributions).

33. CONDITIONS FOR DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT. Distributions upon termination of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

A. Accounts 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 6.7).

B. Accounts 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 6.7).

C. Participant consent (i.e., involuntary cash-outs). Should vested account balances 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 (or other dollar threshold in C. above) for the timing of distributions, form of distributions, or consent rules, effective for distributions made after December 31, 2001, rollover contributions will be:

- s. included.
- t. excluded.

34. DISTRIBUTIONS UPON DEATH (Plan Section 6.8(b)(2))

Distributions upon the death of a Participant prior to receiving any benefits shall:

- a. be made pursuant to the election of the Participant or 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 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 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.

35. **HARDSHIP DISTRIBUTIONS** (Plan Sections 6.12 and/or 12.9)
- a. Hardship distributions are NOT permitted.
 - b. Hardship distributions are permitted from the following Participant Accounts:
 - 1. All Accounts.
 - 2. Only from the following Accounts (select all that apply):
 - a. Account attributable to Employer profit sharing contributions.
 - b. Rollover Account.
 - c. Transfer Account.
 - d. Other: _____
(specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion).

- AND**, shall the safe harbor hardship rules of Plan Section 12.9 apply to hardship distributions made from all Accounts?
- 3. No or N/A.
 - 4. Yes.

AND, the following limitations apply to hardship distributions:

- 5. N/A. No additional limitations.
- 6. Additional limitations (select all that apply):
 - a. The minimum amount of a distribution is \$ _____ (may not exceed \$1,000).
 - b. No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - c. Distributions may only be made from accounts which are fully Vested.
 - d. A Participant does not include a former Employee at the time of the hardship distribution.
 - e. Hardship distributions may be made subject to the following provisions: _____
(must be definitely determinable and not subject to Employer discretion).

36. **IN-SERVICE DISTRIBUTIONS** (Plan Section 6.11)
- a. In-service distributions are NOT permitted (except as otherwise selected for Hardship Distributions).
 - b. In-service distributions may be made to a Participant who has not separated from service provided any of the following conditions have been satisfied (select all that apply):
 - 1. the Participant has attained age _____.
 - 2. the Participant has reached Normal Retirement Age.
 - 3. the Participant has been a Participant in the Plan for at least _____ years (may not be less than five (5)).
 - 4. the amounts being distributed have accumulated in the Plan for at least 2 years.

AND, in-service distributions are permitted from the following Participant Accounts:

- 5. All Accounts.
- 6. Only from the following Accounts (select all that apply):
 - a. Account attributable to Employer profit sharing contributions.
 - b. Rollover Account.
 - c. Transfer Account.
 - d. Other: _____
(specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion).

AND, the following limitations apply to in-service distributions:

- 7. N/A. No additional limitations.
- 8. Additional limitations (select all that apply):
 - a. The minimum amount of a distribution is \$ _____ (may not exceed \$1,000).
 - b. No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - c. Distributions may only be made from accounts which are fully Vested.
 - d. In-service distributions may be made subject to the following provisions: _____
(must be definitely determinable and not subject to discretion).

MISCELLANEOUS

37. **LOANS TO PARTICIPANTS** (Plan Section 7.6)
- a. Loans are NOT permitted.
 - b. Loans are permitted.

38. DIRECTED INVESTMENTS (Plan Section 4.10)
- a. Participant directed investments are NOT permitted.
 - b. Participant directed investments are permitted for:
 - 1. All Accounts.
 - 2. The following Participant Accounts (select all that apply):
 - a. Account attributable to Employer profit sharing contributions.
 - b. Rollover Account.
 - c. Transfer Account.
 - d. 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 ERISA Section 404(c) with respect to the accounts subject to Participant investment direction?

- 3. No.
- 4. Yes.

39. ROLLOVERS (Plan Section 4.6)
- a. Rollovers will NOT be accepted by this Plan.
 - b. Rollovers will be accepted by this Plan, subject to approval by the Administrator.

AND, if b. is selected, rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply):

- 1. Eligible Employees who are not Participants.
- 2. Participants who are Former Employees.

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.

40. HIGHLY COMPENSATED EMPLOYEE (Plan Section 1.38)
- 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 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.

41. MINIMUM DISTRIBUTIONS. 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 (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).

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:

- 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").

42. **EXCLUSION OF ROLLOVERS.** If rollovers are excluded in determining whether the mandatory distribution threshold (e.g., \$5,000) is met for the timing of distributions, form of distributions, or consent rules, then such provision is effective for distributions made after December 31, 2001, unless an alternative effective date is selected below (leave blank if not applicable):
- a. Rollover contributions will be excluded only with respect to distributions made after _____.
(Enter a date no earlier than December 31, 2001 or the Plan's initial Effective Date if later.)
 - b. Rollover contributions will only be excluded with respect to Participants who separated from service after _____.
(Enter a date. The date may be earlier than December 31, 2001.)

FINAL

Non-Standardized Profit Sharing 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 #01. This Adoption Agreement and the basic Plan document shall together be known as SunGard Corbel LLC Defined Contribution Prototype Plan and Trust #01-001.

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 Corbel 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 Corbel 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 Corbel 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 Corbel 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: (Select a. or all that apply at b. - d.)

- a. N/A. No special effective dates selected below.
- b. **Employer Profit Sharing Contributions.** The Employer Profit Sharing Contribution provisions under Questions 27. and 28. are effective: _____.
- c. **Distribution elections.** The distribution elections under Questions _____ (Choose 32. - 36. as applicable) are effective: _____.
- d. **Other 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. - n.:

- a. N/A. No other elections selected below.
- b. **Deemed 125 compensation** (Plan Sections 1.14 and 1.37). 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 one or both):
 - 1. Eligibility purposes.
 - 2. Vesting purposes.
- d. **Beneficiary if no beneficiary elected by Participant** (Plan Section 6.2(e)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(e), the following order of priority will be used: _____
(specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
- e. **Distribution from partially Vested account** (Plan Section 6.5(h)). In lieu of the formula set forth in Plan Section 6.5(h), a separate account shall be established for the Participant's interest in the Plan as of the time of the distribution, and at any relevant time the Participant's Vested portion of the separate account will be equal to an amount determined as follows: $P (AB \text{ plus } (R \times D)) - (R \times D)$ where R is the ratio of the account balance at the relevant time to the account balance after distribution and the other terms have the same meaning as in Plan Section 6.5(h).
- f. **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): _____.
- g. **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).
- h. **415 Limits when 2 defined contribution plans are maintained** (Plan Section 4.4).
If any Participant is covered under another qualified defined contribution plan maintained by the Employer, other than a "master or prototype plan," or if the Employer maintains a welfare benefit fund, as defined in Code Section 419(e), or an individual medical account, as defined in Code Section 415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply as if the other plan were a "master or prototype plan" unless otherwise specified below:
 - 1. Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts": _____
- i. **Top-heavy duplications when 2 defined contribution plans are maintained** (Plan Section 4.3(f)).
When a Non-Key Employee is a Participant in this Plan and another defined contribution plan maintained by the Employer, indicate which method shall be utilized to avoid duplication of top-heavy minimum benefits:
 - 1. N/A. The Employer does not maintain another qualified defined contribution plan.
 - 2. The full top-heavy minimum will be provided in each plan.
 - 3. A minimum, non-integrated contribution of 3% of each Non-Key Employee's 415 Compensation shall be provided in the Money Purchase Plan (or other plan subject to Code Section 412).

Non-Standardized Profit Sharing Plan

4. 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, including any adjustments required under Code Section 415: _____.

NOTE: If 3. or 4. is selected and both plans do not benefit the same Participants, then the uniformity requirement of the Regulations under Code Section 401(a)(4) may be violated.

j. **Top-heavy duplications when a defined benefit plan is maintained** (Plan Section 4.3(i)).
 When a Non-Key Employee is a Participant in this Plan and a non-frozen defined benefit plan maintained by the Employer, indicate which method shall be utilized to avoid duplication of top-heavy minimum benefits: (If 2., 3., 4., or 5. is selected, 6. must be completed.)

1. N/A.
2. The full top-heavy minimum will be provided in each plan (if selected, Plan Section 4.3(i) shall not apply).
3. 5% defined contribution minimum.
4. 2% defined benefit minimum.
5. 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 3., 4., or 5. is selected and the defined benefit plan and this Plan do not benefit the same Participants, the uniformity requirement of the Regulations under Code Section 401(a)(4) may be violated.

AND, the "present value" (Plan Section 9.2) for top-heavy purposes shall be based on:

6. Interest Rate: _____
 Mortality Table: _____
7. The interest rate and mortality table specified to determine "present value" for top-heavy purposes in the defined benefit plan.

k. **Recognition of Service with other employers** (Plan Sections 1.60 and 1.85). Service with the following employers (in addition to those specified at Question 17.) will be recognized as follows:

	Eligibility	Vesting	Contribution Allocation
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 1/1/07 or credit all service with entities the Employer acquires after 12/31/06).	[]	[]	[]

l. **Post-severance Compensation (Code Section 415)** (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). 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) _____.

m. **Pre-amendment vesting schedule** (Plan Section 6.4(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 6.4(g), to continue vesting under the pre-amendment schedule (may only enter the vesting schedule in the Plan prior to the amendment):

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

n. **Minimum distribution transitional rules** (Plan Section 6.8(e)(5)).

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 percent (5%) owner" is:

1. April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (The pre-SBJPA rules continue to apply.)
2. April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both and if no election is made, both will apply effective as of January 1, 1996):
 - a. A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of _____ (not earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the commencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
 1. N/A. Annuity distributions are not permitted.
 2. Upon the commencement of distributions, the original Annuity Starting Date will be retained.
 3. Upon the commencement of distributions, a new Annuity Starting Date is created.
 - b. A Participant who had not begun receiving required minimum distributions as of _____ (not earlier than January 1, 1996) was allowed to defer commencement of distributions until retirement. The option to defer the commencement of distributions applied to all such Participants unless elected below:
 1. The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began 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.

FINAL

**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 all that apply):
 - 1. Loans will be treated as Participant directed investments.
 - 2. Loans will only be made for hardship or financial necessity (as defined in the loan program).
 - 3. The minimum loan will be \$_____ (may not exceed \$1,000).
 - 4. A Participant may only have _____ (e.g., one (1)) loan(s) outstanding at any time.
 - 5. 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 (including a hardship distribution), if applicable).
 - 6. Loans are repaid by (if left blank, then payroll deduction applies):
 - a. payroll deduction
 - b. ACH (Automated Clearing House)
 - c. check
 - 7. Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
 - a. Account attributable to Employer profit sharing contributions.
 - b. Rollover Account.
 - c. Transfer Account.
 - d. Other: _____

AND, if loans are restricted to certain accounts, the limitations of Code Section 72(p) and the adequate security requirement of the DOL Regulations will be applied:

- e. by determining the limits by only considering the restricted accounts.
- f. by determining the limits taking into account a Participant's entire interest in the Plan.

B. **Life Insurance.** (Plan Section 7.5)

- a. Life insurance may not be purchased.
- b. Life insurance may be purchased...
 - 1. at the option of the Administrator.
 - 2. at the option of the Participant.

AND, the purchase of initial or additional life insurance will be subject to the following limitations:

- 3. N/A. No limitations.
- 4. Limitations (select all that apply):
 - a. Each initial Contract will have a minimum face amount of \$_____.
 - b. Each additional Contract will have a minimum face amount of \$_____.
 - c. The Participant has completed _____ Years (or Periods) of Service.
 - d. The Participant has completed _____ Years (or Periods) of Service while a Participant in the Plan.
 - e. The Participant is under age _____ on the Contract issue date.
 - f. The maximum amount of all Contracts on behalf of a Participant may not exceed \$_____.
 - g. The maximum face amount of any life insurance Contract will be \$_____.

C. **Plan Expenses.** Will the Plan assess against an individual Participant's account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan feature?

- a. No.
- b. Yes.

D. **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 all that apply)

1. **Direct Rollovers.** The Plan will accept a direct rollover of an eligible rollover distribution from: (Check each that applies or none.)
 - 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: (Check each that applies or none.)
 - 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.

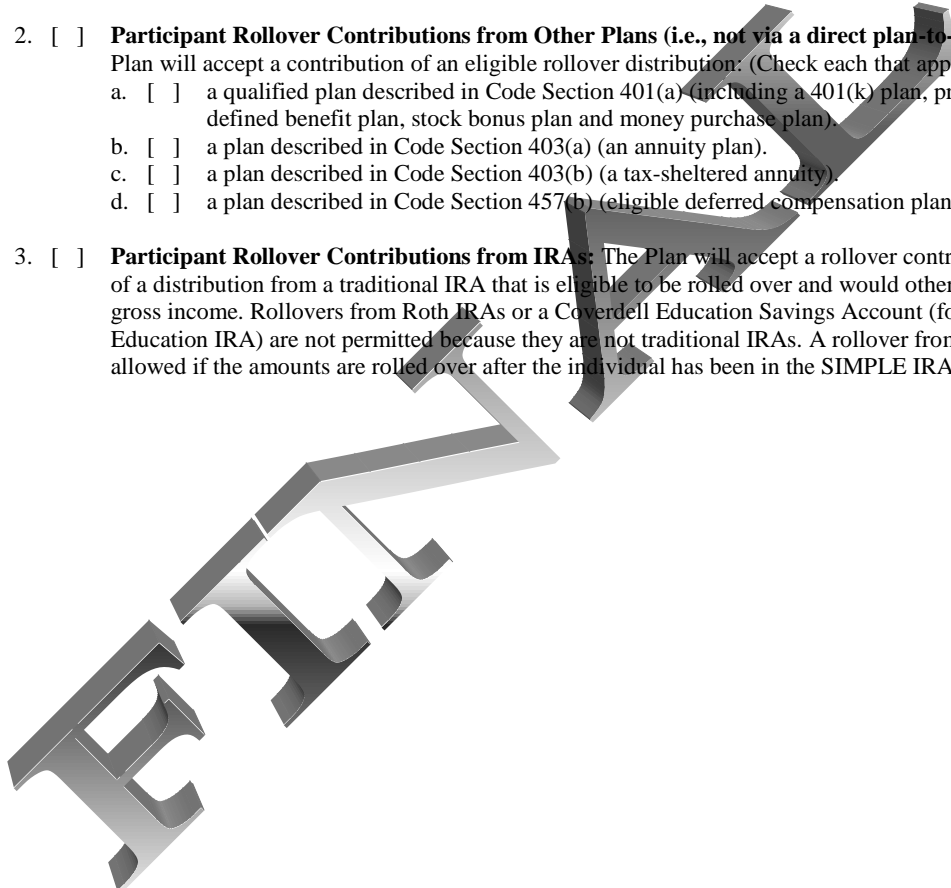


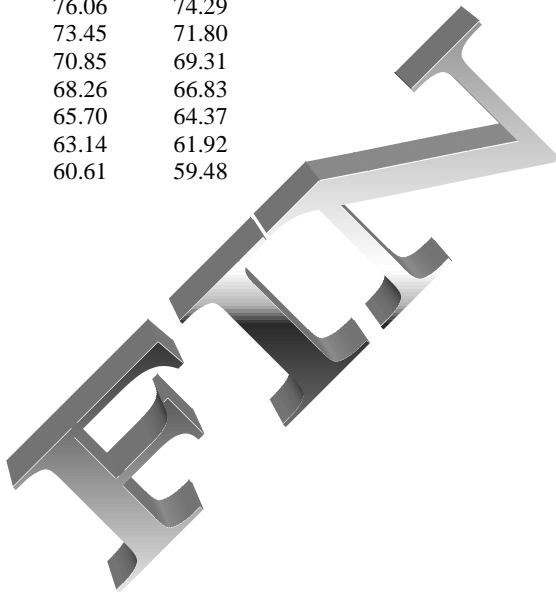
EXHIBIT A
 ONLY APPLICABLE IF 27.g.2. IS SELECTED
 Age-Weighted Allocation Factors
 Assumption: UP84 mortality

Table I - Normal Retirement Age

Age	Interest Assumptions		
	7.5%	8.0%	8.5%
55	124.24	119.46	115.01
56	122.23	117.61	113.31
57	120.15	115.70	111.54
58	118.01	113.72	109.71
59	115.81	111.69	107.83
60	113.55	109.59	105.89
61	111.23	107.41	103.88
62	108.86	105.23	101.83
63	106.41	102.98	99.72
64	103.98	100.68	97.57
65	101.49	98.35	95.38
66	98.97	95.98	93.16
67	96.41	93.60	90.92
68	93.89	91.21	88.66
69	91.31	88.78	86.37
70	88.70	86.30	84.03
71	86.04	83.79	81.65
72	83.35	81.24	79.22
73	80.64	78.66	76.77
74	77.91	76.06	74.29
75	75.18	73.45	71.80
76	72.45	70.85	69.31
77	69.75	68.26	66.83
78	67.07	65.70	64.37
79	64.42	63.14	61.92
80	61.78	60.61	59.48

Table II - Number of Years prior to Normal Retirement Age

Years prior to NRA	Interest Assumptions		
	7.5%	8.0%	8.5%
45	0.038603	0.031328	0.025448
44	0.041498	0.033834	0.027612
43	0.044610	0.036541	0.029959
42	0.047956	0.039464	0.032505
41	0.051553	0.042621	0.035268
40	0.055419	0.046031	0.038266
39	0.059576	0.049713	0.041518
38	0.064041	0.053690	0.045047
37	0.068847	0.057986	0.048876
36	0.074011	0.062624	0.053031
35	0.079562	0.067634	0.057539
34	0.085529	0.073045	0.062429
33	0.091943	0.078889	0.067736
32	0.098839	0.085200	0.073493
31	0.106252	0.092016	0.079740
30	0.114221	0.099377	0.086518
29	0.122787	0.107327	0.093872
28	0.131997	0.115914	0.101851
27	0.141896	0.125187	0.110509
26	0.152538	0.135202	0.119902
25	0.163979	0.146018	0.130094
24	0.176277	0.157699	0.141152
23	0.189498	0.170315	0.153150
22	0.203710	0.183940	0.166167
21	0.218989	0.198656	0.180291
20	0.235413	0.214548	0.195616
19	0.253069	0.231712	0.212241
18	0.272049	0.250249	0.230284
17	0.292453	0.270269	0.249859
16	0.314387	0.291890	0.271097
15	0.337966	0.315242	0.294140
14	0.363313	0.340461	0.319142
13	0.390562	0.367698	0.346269
12	0.419854	0.397114	0.375702
11	0.451343	0.428883	0.407636
10	0.485194	0.463193	0.442285
9	0.521583	0.500249	0.479880
8	0.560702	0.540269	0.520669
7	0.602755	0.583490	0.564926
6	0.647961	0.630169	0.612945
5	0.696558	0.680583	0.665045
4	0.748800	0.735030	0.721574
3	0.804960	0.793832	0.782908
2	0.865333	0.857339	0.849455
1	0.930233	0.925926	0.921659
0	1.000000	1.000000	1.000000
past NRA	1.000000	1.000000	1.000000



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 Articles VIII and 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)

- 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:

C. ALLOCATION OF CONTRIBUTIONS AND FORFEITURES

Contributions and Forfeitures will be allocated together for Participating Employers unless a selection is made below (select k. or all that apply at l. - m.)

- k. [] N/A.
l. [] Contributions made by a Participating Employer will only be allocated to Participants employed by such Participating Employer.
m. [] Forfeitures of amounts attributable to a Participating Employer will only be used for the benefit of the Participants of such Participating Employer.

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