

ADOPTION AGREEMENT FOR
SUNGARD CORBEL LLC
NON-STANDARDIZED TARGET BENEFIT PLAN

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

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in 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)
_____	_____
_____	_____
_____	_____
_____	_____

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, the Trustee shall serve as:

- d. a Directed (nondiscretionary) Trustee over all Plan assets except for the following:

- e. a Discretionary Trustee over all Plan assets 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?

- f. No.
- g. Yes.

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

11. 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: _____

12. 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: _____

13. CONTRIBUTION TYPES

The following contributions are authorized under this Plan. The selections made below should correspond with the selections made under the Contributions and Allocations section of this Adoption Agreement.

- a. Employer Contributions (Question 28.)
- b. Rollover Contributions (Question 42.)
- c. This is a frozen Plan effective: _____.

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.

- 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 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 Contributions.

- d. 100% vesting. Participants are 100% vested in Employer 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 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

Non-Standardized Target Benefit Plan

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, are 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?

i. N/A. This Plan was never subject to the pre-SBJPA family aggregation rules.

j. No.

k. Yes, the repeal is applied on a retroactive basis (this will require the recalculation of Average Monthly Compensation).

AND, if this Plan was in effect prior to January 2, 2002, the increased compensation limit (\$200,000 limit) apply to years prior to 2002 unless otherwise selected below:

l. The increased compensation limit will not apply to years prior to 2002.

27. AVERAGE MONTHLY COMPENSATION shall be based on...

a. N/A. Question 28.c. is selected (i.e., the formula is based on a dollar amount per unit).

b. Plan Years of Service

c. Total Years of Service (or Periods of Service if the Elapsed Time method is selected)

AND, shall be averaged over the...

d. _____ consecutive year period which produces the highest average within the last ten (10) years to date of termination of employment.

e. _____ consecutive year period which produces the highest average.

f. all years. (Career Average)

g. highest _____ consecutive years within the last ten (10) years excluding the five (5) years preceding Normal Retirement Date.

h. final _____ years to date of termination of employment.

NOTE: Compensation must be averaged over a period of not less than three (3) years.

CONTRIBUTIONS AND ALLOCATIONS

28. TARGET BENEFIT FORMULA

A Participant's targeted monthly benefit payable as a straight life annuity beginning at Normal Retirement Age shall be:

FOR A NON-INTEGRATED PLAN

FIXED BENEFIT

a. _____% of Average Monthly Compensation, reduced pro rata for Years of Projected Participation less than _____ (may not be less than 25).

UNIT BENEFIT

b. _____% of Average Monthly Compensation, multiplied by Years of Projected Participation, up to a maximum of _____ (may not be less than 25).

c. \$_____ per month, multiplied by Years of Projected Participation, up to a maximum of _____ (may not be less than 25).

FOR AN INTEGRATED PLAN (PERMITTED DISPARITY)

FLAT BENEFIT EXCESS

d. _____% of Average Monthly Compensation up to the integration level for the Plan Year (base benefit percentage) plus _____% (excess benefit percentage) (not to exceed the base benefit percentage by more than the maximum excess allowance) of Average Monthly Compensation in excess of the integration level for the Plan Year.

The maximum excess allowance is equal to the lesser of: (1) the base benefit percentage, or (2) 35 times the applicable factor determined from Tables I or II in Question 29.

For a Participant with less than 35 Years of Projected Participation, the base benefit percentage and the excess benefit percentage will be reduced by being multiplied by a fraction, the numerator of which is the Participant's Years of Projected Participation, and the denominator of which is 35.

Cumulative permitted disparity reduction: If the number of the Participant's cumulative permitted disparity years exceeds 35, the excess benefit percentage will be further reduced as provided below. A Participant's cumulative permitted disparity years consists of the sum of: (1) the Participant's Years of Projected Participation (up to 35), (2) the number of years the Participant benefited or is treated as having benefited under this Plan prior to the Participant's first Year of Projected Participation, and (3) the number of years credited to the Participant for allocation or accrual purposes under one or more qualified plans or simplified employee pension plans (whether or not terminated) ever maintained by the Employer (other than years counted in (1) or (2)). 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 cumulative permitted disparity reduction is applicable, the excess benefit percentage will be reduced as follows:

- (A) Subtract the Participant's base benefit percentage from the Participant's excess benefit percentage, (after modification in accordance with the paragraph preceding this cumulative permitted disparity reduction).
- (B) Multiply the result determined in (A) by a fraction (not less than 0), the numerator of which is 35 minus the sum of the years in (2) and (3) above, and the denominator of which is 35.
- (C) The Participant's excess benefit percentage is equal to the sum of the result in (B) and the Participant's base benefit percentage, as otherwise modified.

Overall permitted disparity limit: Notwithstanding the above, for any Plan Year this Plan benefits any Participant who benefits under another qualified plan or simplified employee pension plan maintained by the Employer that provides for permitted disparity (or imputes permitted disparity), the Target Benefit for all Participants under this Plan will be equal to the excess benefit percentage entered into the benefit formula above multiplied by the Participant's Average Compensation under the Plan (prorated for Years of Projected Participation less than 35).

UNIT CREDIT EXCESS

e. [] A benefit equal to the sum of (1) and (2) below:

(1) _____% (base benefit percentage) of Average Monthly Compensation up to the integration level for the Plan Year times the Participant's Years of Projected Participation plus _____% (excess benefit percentage, not to exceed the base benefit percentage by more than the maximum excess allowance) of Average Monthly Compensation in excess of the integration level for the Plan Year times the Participant's Years of Projected Participation. The maximum number of Years of Projected Participation taken into account under this paragraph will be _____ (may not be less than 25 and may not exceed 35). However, the number of Years of Projected Participation taken into account in the preceding sentence 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: (1) the number of years the Participant benefited or is treated as having benefited under this Plan prior to the Participant's first Year of Projected Participation, and (2) the number of years credited to the Participant for allocation or accrual purposes under one or more qualified plans or simplified employee pension plans (whether or not terminated) ever maintained by the Employer other than years counted in (1) or counted toward a Participant's Years of Projected Participation. 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.

(2) _____% (not to exceed the gross benefit percentage) of Average Monthly Compensation for each Year of Projected Participation after the period taken into account under paragraph (1). (If the number of Years of Projected Participation set forth in paragraph (1) is less than 35 (as modified by the Participant's cumulative permitted disparity limit), then for each Year of Projected Participation after the period taken into account under paragraph (1) up to and including the 35th Year of Participation (as modified by the Participant's cumulative permitted disparity limit), this percentage will be equal to the excess benefit percentage.) The maximum number of Years of Projected Participation taken into account under this paragraph will be _____.

The maximum excess allowance is equal to the lesser of: (1) the base benefit percentage or (2) the applicable factor determined from Tables I or II in Question 29.

Overall permitted disparity limit: Notwithstanding paragraphs (1) and (2) above, for any Plan Year this Plan benefits any Participant who benefits under another qualified plan or simplified employee pension maintained by the Employer that provides for permitted disparity (or imputes permitted disparity), the Target Benefit for all Participants under this Plan will be equal to the excess benefit percentage above times the Participant's Average Monthly Compensation times that Participant's Years of Projected Participation under the plan up to the maximum Years of Projected Participation taken into account in paragraphs (a) and (b).

FLAT BENEFIT OFFSET

- f. [] _____% of Average Monthly Compensation offset by _____% (not to exceed the maximum offset allowance) of Final Average Compensation up to the offset level.

The maximum offset allowance will not exceed the lesser of: (1) the applicable factor from Tables I or II in Question 29., multiplied by 35, and (2) one-half of the gross benefit percentage, multiplied by a fraction (not to exceed one), the numerator of which is the Participant's Average Monthly Compensation, and the denominator of which is the Participant's Final Average Compensation up to the offset level.

For a Participant with less than 35 Years of Projected Participation, both the gross benefit percentage and the offset percentage will be reduced by being multiplied by a fraction, the numerator of which is the number of the Participant's Years of Projected Participation, and the denominator of which is 35.

Cumulative permitted disparity reduction: If the number of the Participant's cumulative permitted disparity years exceeds 35, the gross benefit percentage and the offset will be further reduced as provided below. A Participant's cumulative permitted disparity years consists of the sum of: (1) the Participant's Years of Projected Participation (up to 35), (2) the number of years the Participant benefited or is treated as having benefited under this Plan prior to the Participant's first Year of Projected Participation, and (3) the number of years credited to the Participant for allocation or accrual purposes under one or more qualified plans or simplified employee pension plans (whether or not terminated) ever maintained by the Employer (other than years counted in (1) or (2)). 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 cumulative permitted disparity reduction is applicable, the gross benefit percentage and the offset will be reduced as follows:

- (A) The offset will be reduced by multiplying it by a fraction (not less than 0), the numerator of which is 35 minus the sum of the years in (2) and (3) above, and the denominator of which is 35.
- (B) The gross benefit percentage will be reduced by the number of percentage points by which the offset was reduced in (A) above.

Overall permitted disparity limit: Notwithstanding the above, for any Plan Year this Plan benefits any Participant who benefits under another qualified plan or simplified employee pension plan maintained by the Employer that provides for permitted disparity (or imputes permitted disparity), the Target Benefit for all Participants under this Plan will be equal to the gross benefit percentage entered in the benefit formula above (without regard to the offset) multiplied by the Participant's Average Monthly Compensation under the Plan (prorated for Years of Projected Participation less than 35).

UNIT CREDIT OFFSET

- g. [] A benefit equal to the sum of (1) and (2) below:

(1) _____% (gross benefit percentage) of Average Monthly Compensation for the Plan Year times the Participant's Years of Projected Participation offset by _____% (not to exceed the maximum offset allowance) of Final Average Compensation up to the offset level times the Participant's total Years of Projected Participation. The maximum number of Years of Projected Participation taken into account under this paragraph will be _____ (may not be less than 25 and may not exceed 35). However, the number of Years of Projected Participation taken into account in the preceding sentence 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: (1) the number of years the Participant benefited or is treated as having benefited under this Plan prior to the Participant's first Year of Projected Participation, and (2) the number of years credited to the Participant for allocation or accrual purposes under one or more qualified plans or simplified employee pension plans (whether or not terminated) ever maintained by the Employer other than years counted in (1) or counted toward a Participant's Years of Projected Participation. 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.

(2) _____% (not to exceed the gross benefit percentage) of Average Monthly Compensation for each Year of Projected Participation after the period set forth in paragraph (1). (If the number of Years of Projected Participation set forth in paragraph (1) is less than 35 (as modified by the Participant's cumulative permitted disparity limit), then for each Year of Projected Participation after the Period set forth under paragraph (1) up to and including the 35th Year of Projected Participation (as modified by the Participant's cumulative permitted disparity limit), this percentage will be equal to the gross benefit percentage.) The maximum number of Years of Projected Participation taken into account under this paragraph will be _____.

Non-Standardized Target Benefit Plan

The maximum offset allowance will not exceed the lesser of: (1) the applicable factor from Tables I or II in Question 29., and (2) one-half of the gross benefit percentage, multiplied by a fraction (not to exceed one), the numerator of which is the Participant's Average Monthly Compensation, and the denominator of which is the Participant's Final Average Compensation up to the offset level.

Overall permitted disparity limit: Notwithstanding the preceding paragraphs (1) and (2), for any Plan Year this Plan benefits any Participant who benefits under another qualified plan or simplified employee pension plan maintained by the Employer that provides for permitted disparity (or imputes permitted disparity), the Target Benefit for all Participants under this Plan will be equal to the gross benefit percentage above (without regard to the offset) times the Participant's Average Monthly Compensation times the Participant's Years of Projected Participation under the Plan up to the maximum of Years of Projected Participation taken into account in paragraphs (1) and (2).

29. INTEGRATION (OR OFFSET) LEVEL means one-twelfth of...
- a. N/A. Plan is not integrated.
 - b. the current Covered Compensation Table.
 - c. the Frozen Covered Compensation Table for the year _____ (may not be prior to the later of 1989 or the Plan Year five years prior to the current Plan Year).
 - d. the greater of \$10,000 or one-half of the Covered Compensation of an individual who attains Social Security Retirement Age during the Plan Year.
 - e. \$ _____ (not to exceed the greater of \$10,000 or one-half of Covered Compensation for the current Plan Year).
 - f. \$ _____ (more than \$10,000 or one-half of Covered Compensation of any individual who attains Social Security Retirement Age during the calendar year in which the Plan Year begins, but not in excess of the greater of \$25,450 or 150% of the Covered Compensation of an individual who attains Social Security Retirement Age in the current Plan Year).
 - g. 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.

APPLICABLE FACTORS (FOR INTEGRATED PLANS)

The applicable factor is the factor derived from the applicable table below based on the Normal Retirement Age under the Plan. If the Employer elects as an integration level (or offset level) 29.f. or g. then Table II will apply. Otherwise, Table I will apply.

Normal Retirement Age	TABLE I	TABLE II
65	0.5200	0.4160
64	0.4856	0.3884
63	0.4504	0.3603
62	0.4160	0.3328
61	0.3816	0.3052
60	0.3464	0.2771
59	0.3296	0.2636
58	0.3120	0.2496
57	0.2944	0.2355
56	0.2776	0.2220
55	0.2600	0.2080

30. REDUCTIONS AND LIMITATIONS
- The Target Benefit shall be modified as follows (select all that apply):
- a. N/A. No reductions or limitations.
 - b. The Target Benefit shall be reduced by _____ (e.g., one-twenty-fifth) for each Year of Projected Participation less than _____ (e.g., 25) that the Participant is credited with at the Normal Retirement Date.
 - c. The Target Benefit shall be calculated to the nearest
 - 1. dollar.
 - 2. ten (10) dollars.
 - 3. cent.
 - d. The minimum Target Benefit shall be \$ _____ per month.
 - e. The maximum Target Benefit shall be \$ _____ per month.
 - f. The maximum Target Benefit shall be _____% of Average Monthly Compensation.

31. EMPLOYER CONTRIBUTIONS

a. For purposes of determining the Level Funding Amount, the interest rate and mortality table shall be:

1. Interest Rate:

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

2. Mortality table:

- a. UP-1984
- b. Other: _____ (enter 1983 GAM, 1983 IAM, 1971 GAM or 1971 IAM and attach Tables I-IV as determined using such mortality table and the interest rate specified above)

b. The Employer will contribute the Level Funding Amount necessary to fund the Target Benefit of each Participant who has satisfied the conditions in Question 32. The Level Funding Amount shall be computed each year as set forth below using funding tables based on the interest and mortality table specified above.

Step 1: If the Participant has not yet reached Normal Retirement Age, calculate the present value of the Participant's Target Benefit by multiplying the Target Benefit by the product of: (1) the applicable factor from Table I below (if attained (current age) is less than 65) or Table IA below (if attained age is greater than or equal to 65), and (2) the applicable factor in Table III below. If the Participant is at or beyond Normal Retirement Age, calculate the present value of the Target Benefit by multiplying the Target Benefit by the applicable factor in Table IV below.

Step 2: Calculate the excess, if any, of the amount determined in Step 1 over the "theoretical reserve."

Step 3: Amortize the result in Step 2 by multiplying it by the applicable factor from Table II below. For the Plan Year in which the Participant attains Normal Retirement Age and subsequent Plan Years, the applicable factor is 1.0.

For purposes of this section, the "theoretical reserve" is determined according to (1) and (2) below:

- (1) Initial theoretical reserve. A Participant's theoretical reserve as of the last day of the Participant's first Year of Projected Participation (year 1) is zero. However, if this Plan is a "prior safe harbor plan" (as defined under the term "Years of Projected Participation") with a stated benefit formula that takes into account Plan Years prior to the first Plan Year this Plan satisfies the safe harbor in Regulations Section 1.401(a)(4)-8(b)(3)(c), the initial theoretical reserve is determined as follows:
 - (i) Calculate as of the last day of the Plan Year preceding year 1 the present value of the Participant's Target Benefit using the actuarial assumptions, the provisions of the Plan, and the Participant's compensation as of such date. For a Participant who is beyond Normal Retirement Age during year 1, the Target Benefit will be determined using the actuarial assumptions, the provisions of the Plan and the Participant's compensation as of such date, except that the straight life annuity factor used in that determination will be the factor applicable for the Participant's Normal Retirement Age.
 - (ii) Calculate as of the last day of the Plan Year preceding year 1 the present value of future Employer contributions, i.e., the contributions due each Plan Year using the actuarial assumptions, the provisions of the Plan, (disregarding those provisions of the Plan providing for the limitations of Code Section 415 or the minimum contributions under Code Section 416), and the Participant's compensation as of such date, beginning with year 1 through the end of the Plan Year in which the Participant attains Normal Retirement Age.
 - (iii) Subtract the amount determined in (ii) from the amount determined in (i).
- (2) Accumulate the initial theoretical reserve determined in (1) and the Employer contribution (as limited by Code Section 415, but without regard to any required minimum contributions under Code Section 416) for each Plan Year beginning in year 1 up through the last day of the current Plan Year (excluding any contributions made for the current Plan Year) using the Plan's interest assumption in effect for each such year. In any Plan Year following the Plan Year in which the Participant attains Normal Retirement Age, the accumulation is calculated assuming an interest rate of 0%.

For purposes of determining the annual Employer contribution necessary to fund the Target Benefit, the above calculations in (1) and (2) above shall be determined as of the last day of each Plan Year, on the basis of the Participant's age on the last birthday using the interest rate in effect on the last day of the prior Plan Year.

Non-Standardized Target Benefit Plan

Table I: Present value factors. (If a Participant's attained age is at or above 65 but below the Participant's Normal Retirement Age, use Table IA.)

Number of Years from attained age to age 65	Interest Rate		
	<u>7.50%</u>	<u>8.00%</u>	<u>8.50%</u>
1	7.868	7.589	7.326
2	7.319	7.027	6.752
3	6.808	6.506	6.223
4	6.333	5.024	5.736
5	5.891	5.578	5.286
6	5.480	5.165	4.872
7	5.098	4.782	4.491
8	4.742	4.428	4.139
9	4.412	4.100	3.815
10	4.104	3.796	3.516
11	3.817	3.515	3.240
12	3.551	3.255	2.986
13	3.303	3.014	2.752
14	3.073	2.790	2.537
15	2.859	2.584	2.338
16	2.659	2.392	2.155
17	2.474	2.215	1.986
18	2.301	2.051	1.831
19	2.140	1.899	1.687
20	1.991	1.758	1.555
21	1.852	1.628	1.433
22	1.723	1.508	1.321
23	1.603	1.396	1.217
24	1.491	1.293	1.122
25	1.387	1.197	1.034
26	1.290	1.108	0.953
27	1.200	1.026	0.878
28	1.116	0.950	0.810
29	1.039	0.880	0.746
30	0.966	0.814	0.688
31	0.899	0.754	0.634
32	0.836	0.698	0.584
33	0.778	0.647	0.538
34	0.723	0.599	0.496
35	0.673	0.554	0.457
36	0.626	0.513	0.422
37	0.582	0.475	0.389
38	0.542	0.440	0.358
39	0.504	0.407	0.330
40	0.469	0.377	0.304
41	0.436	0.349	0.280
42	0.406	0.323	0.258
43	0.377	0.299	0.238
44	0.351	0.277	0.219
45	0.327	0.257	0.202

Non-Standardized Target Benefit Plan

Table IA: Present value factors for Participants below Normal Retirement Age (to be used only when attained age is greater than or equal to 65).

Number of Years from age 65 to attained age	Interest Rate		
	<u>7.50%</u>	<u>8.00%</u>	<u>8.50%</u>
0	8.458	8.196	7.949
1	9.092	8.852	8.625
2	9.774	9.560	9.358
3	10.507	10.325	10.153
4	11.295	11.151	11.016
5	12.143	12.043	11.953
6	13.053	13.006	12.969
7	14.032	14.047	14.071
8	15.085	15.170	15.267
9	16.216	16.384	16.565
10	17.432	17.695	17.973
11	18.740	19.110	19.500
12	20.145	20.639	21.158
13	21.656	22.290	22.956
14	23.280	24.073	24.907
15	25.026	25.999	27.025

REPLACEMENT

Table II: Amortization factors.

Number of Years from attained age to Normal Retirement Age	Interest Rate		
	7.50%	8.00%	8.50%
1	0.5181	0.5192	0.5204
2	0.3577	0.3593	0.3609
3	0.2777	0.2796	0.2814
4	0.2299	0.2319	0.2339
5	0.1982	0.2003	0.2024
6	0.1756	0.1778	0.1801
7	0.1588	0.1611	0.1634
8	0.1458	0.1482	0.1506
9	0.1355	0.1380	0.1405
10	0.1272	0.1297	0.1323
11	0.1203	0.1229	0.1255
12	0.1145	0.1171	0.1198
13	0.1096	0.1123	0.1151
14	0.1054	0.1082	0.1110
15	0.1018	0.1046	0.1075
16	0.0986	0.1015	0.1044
17	0.0958	0.0988	0.1018
18	0.0934	0.0964	0.0994
19	0.0912	0.0943	0.0974
20	0.0893	0.0924	0.0956
21	0.0876	0.0908	0.0940
22	0.0861	0.0893	0.0925
23	0.0847	0.0879	0.0912
24	0.0835	0.0867	0.0901
25	0.0823	0.0857	0.0890
26	0.0813	0.0847	0.0881
27	0.0804	0.0838	0.0872
28	0.0795	0.0830	0.0865
29	0.0788	0.0822	0.0858
30	0.0781	0.0816	0.0851
31	0.0774	0.0810	0.0846
32	0.0768	0.0804	0.0840
33	0.0763	0.0799	0.0836
34	0.0758	0.0794	0.0831
35	0.0753	0.0790	0.0827
36	0.0749	0.0786	0.0824
37	0.0745	0.0783	0.0820
38	0.0742	0.0779	0.0817
39	0.0739	0.0776	0.0815
40	0.0736	0.0774	0.0812
41	0.0733	0.0771	0.0810
42	0.0730	0.0769	0.0808
43	0.0728	0.0767	0.0806
44	0.0726	0.0765	0.0804
45	0.0724	0.0763	0.0802

Table III: Factors to be multiplied by those in Table I.

Normal Retirement Age	Interest Rate		
	7.50%	8.00%	8.50%
80	0.206	0.194	0.184
79	0.231	0.219	0.207
78	0.258	0.246	0.234
77	0.289	0.276	0.263
76	0.322	0.309	0.296
75	0.359	0.346	0.333
74	0.400	0.387	0.374
73	0.446	0.432	0.419
72	0.495	0.482	0.469
71	0.549	0.537	0.525
70	0.609	0.597	0.586
69	0.674	0.664	0.653
68	0.745	0.736	0.728
67	0.822	0.816	0.810
66	0.907	0.904	0.900
65	1.000	1.000	1.000
64	1.101	1.106	1.110
63	1.212	1.221	1.231
62	1.332	1.348	1.363
61	1.464	1.486	1.509
60	1.606	1.637	1.669
59	1.761	1.802	1.844
58	1.929	1.982	2.036
57	2.111	2.177	2.246
56	2.309	2.390	2.475
55	2.523	2.622	2.726

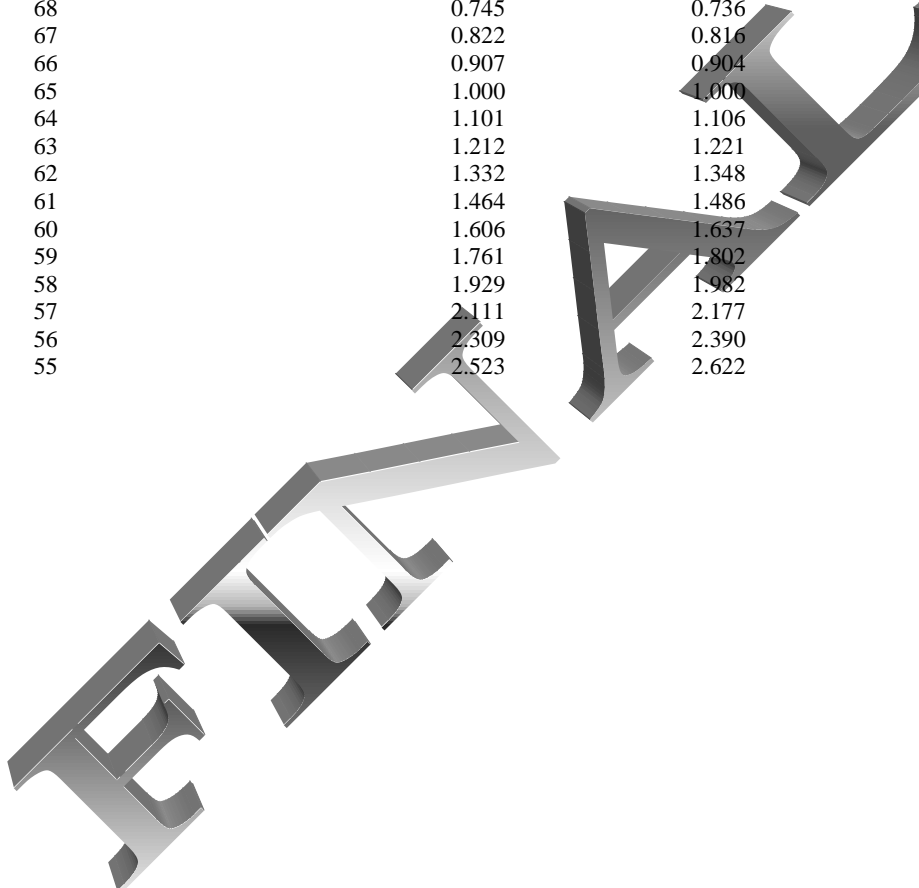


Table IV: Present value factors for Participants who are at or beyond Normal Retirement Age.

<u>Normal Retirement Age</u>	<u>Interest Rate</u>		
	<u>7.50%</u>	<u>8.00%</u>	<u>8.50%</u>
80	5.151	5.053	4.959
79	5.370	5.264	5.162
78	5.591	5.476	5.366
77	5.814	5.690	5.572
76	6.039	5.905	5.777
75	6.266	6.122	5.985
74	6.494	6.339	6.192
73	6.721	6.556	6.398
72	6.947	6.771	6.603
71	7.171	6.983	6.804
70	7.392	7.192	7.003
69	7.610	7.399	7.198
68	7.825	7.601	7.389
67	8.037	7.801	7.577
66	8.248	7.999	7.764
65	8.458	8.196	7.949
64	8.666	8.390	8.131
63	8.870	8.581	8.311
62	9.072	8.770	8.485
61	9.270	8.954	8.657
60	9.463	9.133	8.825
59	9.651	9.307	8.986
58	9.834	9.477	9.143
57	10.012	9.641	9.295
56	10.186	9.801	9.442
55	10.354	9.955	9.585



32. REQUIREMENTS TO SHARE IN ALLOCATIONS OF EMPLOYER CONTRIBUTIONS (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 selected)).
 - 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).
33. FORFEITURES (Plan Sections 1.34 and 4.3(e))
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 34.)
 - 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.
34. 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).
35. 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

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

Distributions under the Plan may be made in annuities and (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, 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, the Pre-Retirement Survivor Annuity (minimum spouse's death benefit) will be equal to:

- j. 100% of a Participant's interest in the Plan.
- k. 50% of a Participant's interest in the Plan.
- l. _____% (may not be less than 50%) of a Participant's interest in the 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).

37. 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).

Non-Standardized Target Benefit Plan

- 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.

38. **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.

39. **IN-SERVICE DISTRIBUTIONS (Plan Section 6.11)**

- a. In-service distributions are NOT permitted.
b. In-service distributions may be made to a Participant who has reached Normal Retirement Age but has not separated from service.

AND, in-service 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 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

- 3. N/A. No additional limitations.
- 4. 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

40. LOANS TO PARTICIPANTS (Plan Section 7.6)

- a. Loans are NOT permitted.
- b. Loans are permitted.

41. 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 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.

42. 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.

43. 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.

44. 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").
45. 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

PLAN PROVISIONS

Notwithstanding anything in this Plan to the contrary, the following provisions apply to this Plan.

DEFINITIONS

- a. "Average Monthly Compensation" means with respect to a Participant, the monthly Compensation specified in this Adoption Agreement. If a Participant has less than the number of Years of Service or Plan Years of Service specified in the Adoption Agreement from the date of employment (or, if applicable, date of participation) to the Participant's date of termination, Average Monthly Compensation will be based on the monthly Compensation during the Participant's months of service from the date of employment (or, if applicable, date of participation). Compensation subsequent to termination of participation pursuant to Section 3.4 shall not be recognized. Furthermore, in determining Compensation used to calculate Average Monthly Compensation, the repeal of the family aggregation rules of Code Section 401(a)(17), as in effect prior to the Small Business Job Protection Act of 1996, shall not apply with respect to years prior to the date the rules no longer apply to this Plan unless otherwise elected in the Adoption Agreement.
- b. "Covered Compensation" with respect to any Participant for a Plan Year means the average (without indexing) of the Taxable Wage Bases in effect for each calendar year during the 35-year period ending with the last day of the calendar year in which the Participant attains (or will attain) Social Security Retirement Age. A Participant's Covered Compensation shall be adjusted each Plan Year and no increase in Covered Compensation shall decrease a Participant's accrued benefit. In determining the Participant's Covered Compensation for a Plan Year, the Taxable Wage Base in effect for the current Plan Year and any subsequent Plan Year will be assumed to be the same as the Taxable Wage Base in effect as of the beginning of the Plan Year for which the determination is being made. A Participant's Covered Compensation for a Plan Year before the 35-year period described above is the Taxable Wage Base in effect as of the beginning of the Plan Year. A Participant's Covered Compensation for a Plan Year after the 35-year period described above is the Participant's Covered Compensation for the Plan Year during which the Participant attained Social Security Retirement Age.

However, if a frozen Covered Compensation table is selected in the Adoption Agreement, "Covered Compensation" with respect to any Participant for a Plan Year means the Participant's Covered Compensation under the table. For Plan Years beginning six (6) years after the year selected in the Adoption Agreement, the Participant's Covered Compensation shall be that determined under the Covered Compensation table for the Plan Year five (5) years prior to the current Plan Year. Any change in a Participant's Covered Compensation shall not cause any reduction in the Participant's accrued benefit.
- c. "Final Average Compensation" means, with respect to any Participant, the average of the Participant's Compensation for the three-consecutive year period ending with or within the Plan Year. If a Participant's entire period of employment with the Employer is less than three consecutive years, compensation is averaged on an annual basis over the Participant's entire period of employment. Compensation for any year in excess of the Taxable Wage Base in effect at the beginning of such year will not be taken into account.
- d. "Level Funding Amount" means that level annual amount necessary, using the individual level premium funding method and the factor table specified in the Adoption Agreement, to fund a Participant's Target Benefit. A Participant's Target Benefit at Normal Retirement Age shall accrue ratably over the period ending with the Plan Year in which the Participant is projected to reach Normal Retirement Age and beginning with the latest of: (a) the first Plan Year in which the Participant benefited under the Plan, (b) the first Plan Year taken into account under the Target Benefit, and (c) any Plan Year immediately following a Plan Year in which the Plan did not satisfy the target benefit safe harbor in the Code Section 401(a)(4) Regulations.
- e. "Money Purchase Plan" shall refer to and include the Target Benefit Plan created under this Adoption Agreement, except that contributions and allocations shall be determined as provided herein to the extent the provisions herein are contrary to any other provision in the Plan.
- f. "Participant's Account" means the account established and maintained by the administrator with respect to a Participant's total interest under the Plan resulting from Employer contributions.
- g. "Plan Year of Service" means a Plan Year during which an Employee is a Participant and completes a Year of Service (or Period of Service if the Elapsed Time Method is elected).
- h. "Straight Life Annuity" means an annuity payable in equal installments for the life of a Participant that terminates upon the Participant's death.
- i. "Target Benefit" means the monthly benefit specified in the Adoption Agreement which, when annualized, shall be the basis for determining the Level Funding Amount, but which may be more or less than the benefit actually available upon a distributable event.
- j. "Years of Projected Participation" means, with respect to any Participant, the sum of (1) and (2), where (1) is the number of years during which the Participant benefited under this Plan beginning with the latest of: (a) the first Plan Year in which the

Non-Standardized Target Benefit Plan

Participant benefited under the Plan, (b) the first Plan Year taken into account in the Target Benefit formula, and (c) any Plan Year immediately following a Plan Year in which the Plan did not satisfy the safe harbor for target benefit plans in Regulation Section 1.401(a)(4)-8(b)(3), and ending with the last day of the current Plan Year, and (2) is the number of years, if any, subsequent to the current Plan Year through the end of the Plan Year in which the Participant attains Normal Retirement Age.

For purposes of this definition, if this Plan is a "prior safe harbor plan," the Plan is deemed to satisfy the safe harbor for target benefit plans in Regulation Section 1.401(a)(4)-8(b)(3) and a Participant is treated as benefiting under the Plan in any Plan Year beginning prior to January 1, 1994.

A "prior safe harbor plan" is a Plan that (1) was adopted and in effect as of September 19, 1991, (2) which on that date contained a Target Benefit formula that took into account service prior to that date, and (3) satisfied the applicable nondiscrimination requirements for target benefit plans for those prior years. For purposes of determining whether a Plan satisfies the applicable nondiscrimination requirements for target benefit plans for Plan Years beginning before January 1, 1994, no amendments after September 19, 1991, other than amendments necessary to satisfy Code Section 401(l), will be taken into account.

DETERMINATION AND ALLOCATION OF EMPLOYER CONTRIBUTION

- a. The Employer shall contribute on behalf of each Participant eligible to share in allocations for each Plan Year, the Level Funding Amount that is projected to be necessary to fund the Participant's Target Benefit. If no election is made in the Adoption Agreement, then a Participant shall be eligible to share in the allocation of the Employer's contribution for the year if the Participant completes more than 500 Hours of Service (or three (3) Months of Service if the Elapsed Time method is chosen in the Adoption Agreement) during the Plan Year or who is employed on the last day of the Plan Year. The Employer shall be required to obtain a waiver from the Internal Revenue Service for any Plan Year in which it is unable to make the full required contribution to the Plan. In the event a waiver is obtained, this Plan shall be deemed to be an individually designed plan.
- b. The Target Benefit at Normal Retirement Date for each Participant shall be equal to the monthly benefit based on the formula selected in this Adoption Agreement and shall be assumed to be a Straight Life Annuity commencing on the Participant's Retirement Date. However, with respect to Plan Years prior to the Plan Year in which this Plan is adopted, the Target Benefit for each Participant shall be determined in accordance with the provisions of the Plan then in effect. Regardless of the preceding, the form of distribution of such benefit shall be determined pursuant to the provisions of Section 6.5.
- c. A Participant's actual benefit at any point in time shall be the value of the Participant's Account.
- d. In the event of a change in the Participant's Target Benefit, the Level Funding Amount shall be increased or decreased by an amount equal to the level amount necessary to fund the increase or decrease in the Target Benefit from the Anniversary Date when the increase or decrease becomes effective to the Normal Retirement Date.
- e. Notwithstanding the foregoing, the Employer's contribution for any Plan Year shall not exceed the maximum amount allowable as a deduction to the Employer under the provisions of Code Section 404. However, to the extent necessary to provide the top heavy minimum allocations, the Employer shall make a contribution even if it exceeds the amount which is deductible under Code Section 404.
- f. The Employer's contribution shall be allocated to each Participant's Account in the manner set forth in items a. through e. above, and in the Plan. However, Forfeitures shall be used to reduce the Employer's contribution for the Plan Year.
- g. If this Plan is funded only with insurance Contracts, then no Contract will be purchased under the Plan unless such Contract or a separate definite written agreement between the Employer and the Insurer provides that no value under Contracts providing benefits under the Plan or credits determined by the Insurer (on account of dividends, earnings, or other experience rating credits, or surrender or cancellation credits) with respect to such Contracts may be paid or returned to the Employer or diverted to or used for other than the exclusive benefit of the Participants or their Beneficiaries. However, any contribution made by the Employer because of a mistake of fact must be returned to the Employer within one year of the contribution.

If this Plan is funded by individual Contracts that provided the Participant's benefit under the Plan, such individual Contracts shall constitute the Participant's account balance. If this Plan is funded by group Contracts, under the group annuity or group insurance Contract, premiums or other consideration received by the Insurer must be allocated to Participants' accounts under the Plan.

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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 #01-007.

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 Contributions.** The Employer 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).

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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 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.

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 FORFEITURES

- k. [] N/A.
l. [] Forfeitures of amounts attributable to a Participating Employer will only be used to reduce contributions of such Participating Employer.
m. [] Forfeitures of amounts attributable to a Participating Employer will be used to reduce contributions of any 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