

**SUNGARD (PPD)  
DEFINED CONTRIBUTION PROTOTYPE AND VOLUME SUBMITTER PLAN AND TRUST**

**FINAL**

**ADOPTION AGREEMENT #002  
STANDARDIZED PROFIT SHARING PLAN  
[Related Employers only]**

The undersigned Employer, by executing this Adoption Agreement, establishes a retirement plan and trust (collectively "Plan") under the SunGard (PPD) Defined Contribution Prototype and Volume Submitter Plan and Trust (basic plan document #03). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Prototype Plan and Trust provisions. This Adoption Agreement, the basic plan document and any attached Appendices or agreements permitted or referenced therein, constitute the Employer's entire plan and trust document. All "Election" references within this Adoption Agreement are Adoption Agreement Elections. All "Article" or "Section" references are basic plan document references. Numbers in parentheses which follow election numbers are basic plan document references. Where an Adoption Agreement election calls for the Employer to supply text, the Employer (without altering the content of any existing printed text) may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existed printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document. *The Employer should complete this Adoption Agreement in a manner which is consistent with the restrictions contained in Rev. Proc. 2005-16 as applicable to Standardized Plans. For example, all benefits, rights and features must be currently available to all Participants, allocation compensation must be nondiscriminatory, the eligibility requirements for HCEs may not be more favorable than for NHCEs and certain other conditions and limitations apply. Failure to observe these restrictions may result in loss of reliance on the Plan's Opinion Letter.*

**ARTICLE I  
DEFINITIONS**

1. **EMPLOYER (1.23).**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone number: (    ) \_\_\_\_\_  
 E-mail (optional): \_\_\_\_\_  
 Employer's Taxable Year: \_\_\_\_\_  
 EIN: \_\_\_\_\_

2. **PLAN (1.40).**

Name: \_\_\_\_\_  
 Plan number: \_\_\_\_\_ (3-digit number for Form 5500 reporting)  
 Trust EIN (optional): \_\_\_\_\_

3. **PLAN/LIMITATION YEAR (1.42/1.33).** Plan Year and Limitation Year mean the 12 consecutive month period (except for a short Plan/Limitation Year) ending every (Complete (a) and (b)):

[Note: Complete any applicable blanks under Election 3 with a specific date, e.g., "June 30" OR "the last day of February" OR "the first Tuesday in January." In the case of a Short Plan Year or a Short Limitation Year, include the year, e.g., "May 1, 2008."]

(a) **Plan Year** (Choose one of (1) or (2) and choose (3) if applicable):

- (1)  **December 31.**
- (2)  **Fiscal Plan Year:** ending: \_\_\_\_\_.
- (3)  **Short Plan Year:** commencing: \_\_\_\_\_ and ending: \_\_\_\_\_.

(b) **Limitation Year** (Choose one of (1) or (2) and choose (3) if applicable):

- (1)  **Generally same as Plan Year.** The Limitation Year is the same as the Plan Year except where the Plan Year is a short year in which event the Limitation Year is always a 12 month period, unless the short Plan Year (and short Limitation Year) result from a Plan amendment.
- (2)  **Different Limitation Year:** ending: \_\_\_\_\_.
- (3)  **Short Limitation Year:** commencing: \_\_\_\_\_ and ending: \_\_\_\_\_.

4. **EFFECTIVE DATE (1.19).** The Employer's adoption of the Plan is a (Choose one of (a), (b), or (c)):

(a)  **New Plan.** The Plan's Effective Date is: \_\_\_\_\_.

(b)  **Restated Plan.** The Plan's restated Effective Date is: \_\_\_\_\_. The Plan's original Effective Date was: \_\_\_\_\_.  
 [Note: See Section 1.51 for the definition of Restated Plan. If this Plan is an EGTRRA restatement: (i) the EGTRRA restatement Effective Date must be the later of the beginning of the 2002 Plan Year or the Plan's original Effective Date; and (ii) if specific Plan provisions, as reflected in this Adoption Agreement, do not date back to the EGTRRA restatement Effective Date, indicate as such in Appendix A.]

(c)  **Restatement of surviving and merging plans.** The Plan restates two (or more) plans (Complete (1) and (2). Choose (3) as applicable):  
 (1) **This (surviving) Plan.** The Plan's restated Effective Date is: \_\_\_\_\_. The Plan's original Effective Date was: \_\_\_\_\_.

[Note: If this Plan is an EGTRRA restatement: (i) the EGTRRA restatement Effective Date must be the later of the beginning of the 2002 Plan Year or the Plan's original Effective Date; and (ii) if specific Plan provisions, as reflected in this Adoption Agreement, do not date back to the EGTRRA restatement Effective Date, indicate as such in Appendix A.]

(2) **Merging plan.** The \_\_\_\_\_ Plan was or will be merged into this surviving Plan as of: \_\_\_\_\_. The merging plan's restated Effective Date is: \_\_\_\_\_. The merging plan's original Effective Date was: \_\_\_\_\_.

[See the Note under Election 4(c)(1) if this document is the merging plan's EGTRRA restatement.]

(3)  **Additional merging plans.** The following additional plans were or will be merged into this surviving Plan (Complete a. and b. as applicable):

	<u>Name of merging plan</u>	<u>Merger date</u>	<u>Restated Effective Date</u>	<u>Original Effective Date</u>
a.	_____	_____	_____	_____
b.	_____	_____	_____	_____

5. **TRUSTEE (1.65).** The Trustee executing this Adoption Agreement is (Choose one or more of (a), (b), or (c).):

(a)  **A discretionary Trustee.** See Section 8.02(A).

(b)  **A nondiscretionary (directed) Trustee or Custodian.** See Section 8.02(B).

(c)  **A Trustee under the:** \_\_\_\_\_ (specify name of trust), a separate trust agreement the Trustee has executed and that the IRS has approved for use with this Plan. Under this Election 5(c) the Trustee is not executing the Adoption Agreement and Article VIII of the basic plan document does not apply, except as indicated otherwise in the separate trust agreement. See Section 8.11(C).

6. **CONTRIBUTION TYPES (1.12).** The Employer and/or Participants, in accordance with the Plan terms, make the following Contribution Types to the Plan/Trust (Choose one or more of (a) through (d) as applicable. Choose (e) if applicable):

(a)  **Nonelective.** See Section 3.04 and Elections 20-21.

(b)  **Employee (after-tax).** See Section 3.09 and Election 26.

(c)  **Matching.** See Section 3.03 and Election 26.

(d)  **Designated IRA.** See Section 3.12 and Election 27.

(e)  **None (frozen plan).** The Plan is/was frozen effective as of: \_\_\_\_\_. See Sections 3.01(J) and 11.04.  
 [Note: Elections 20, 21, 26, and 27 do not apply to any Plan Year in which the Plan is frozen.]

7. **DISABILITY (1.15).** Disability means (Choose one of (a) or (b)):

(a)  **Basic Plan.** Disability as defined in Section 1.15(A).

(b)  **Describe:** \_\_\_\_\_  
 [Note: The Employer may elect an alternative definition of Disability for purposes of Plan distributions. However, the use of an alternative definition may result in loss of favorable tax treatment of the Disability distribution.]

8. **EXCLUDED EMPLOYEES (1.21(D)).** The following Employees are not Eligible Employees but are Excluded Employees (Choose one or more of (a) through (d)):

(a)  **No Excluded Employees.**

(b)  **Collective Bargaining (union) Employees.** As described in Code §410(b)(3)(A). See Section 1.21(D)(1).

(c)  **Nonresident Aliens.** As described in Code §410(b)(3)(C). See Section 1.21(D)(2).

(d)  **HCEs.** See Section 1.21(E).

9. **COMPENSATION (1.11(B))**. The following base Compensation (as adjusted under Elections 10 and 11) applies in allocating Employer Contributions (or the designated Contribution Type) (Choose one or more of (a) through (d) as applicable):

- (a)  **W-2 Wages (plus Elective Deferrals)**. See Section 1.11(B)(1).
- (b)  **Code §3401 Federal Income Tax Withholding Wages (plus Elective Deferrals)**. See Section 1.11(B)(2).
- (c)  **415 Compensation (simplified)**. See Section 1.11(B)(3).

[Note: The Employer may elect an alternative "general 415 Compensation" definition by electing 9(c) and by electing the alternative definition in Appendix B. See Section 1.11(B)(4). In applying any Plan definition which references Section 1.11 Compensation, where the Employer in this Election 9 elects more than one Compensation definition for allocation purposes, the Plan Administrator will use W-2 Wages for such other Plan definitions if the Employer has elected W-2 Wages for any Contribution Type or Participant group under Election 9. If the Employer has not elected W-2 Wages, the Plan Administrator for such other Plan definitions will apply 415 Compensation.]

(d)  **Describe Compensation by Contribution Type or by Participant group:** \_\_\_\_\_

[Note: Under Election 9(d), the Employer may: (i) elect Compensation from the elections available under Elections 9(a), (b), or (c), or a combination thereof as to a Participant group or Contribution Type (e.g., W-2 Wages for Division A Employees and 415 Compensation in all other cases). Any Compensation elected must be nondiscriminatory under Treas. Reg. §1.414(s).]

10. **PRE-ENTRY/POST-SEVERANCE COMPENSATION (1.11(H)/(I))**. Compensation under Election 9 (Complete (a). Choose (b), if applicable):

[Note: The Plan does not take into account Post-Severance Compensation unless the Employer elects otherwise in Appendix B or except as otherwise specified in a Plan amendment.]

- (a) **Pre-Entry Compensation**. Includes (Choose one of (1) or (2)):
  - (1)  **Plan Year**. Compensation for the entire Plan Year which includes the Participant's Entry Date.
  - (2)  **Participating Compensation**. Only Participating Compensation. See Section 1.11(H)(1).

[Note: Under a Participating Compensation election, in applying any Adoption Agreement elected contribution limit or formula, the Plan Administrator will count only the Participant's Participating Compensation. See Section 1.11(H)(1) as to plan disaggregation.]

(b)  **Describe Pre-Entry Compensation by Contribution Type or by Participant group:** \_\_\_\_\_

[Note: Under Election 10(b), the Employer may: (i) elect Compensation from the elections available under Election 10(a) or a combination thereof as to a Participant group or Contribution Type (e.g., Participating Compensation for Division A Employees, Plan Year Compensation for Division B Employees). Any Compensation elected must be nondiscriminatory under Treas. Reg. §1.414(s).]

11. **EXCLUDED COMPENSATION (1.11(G))**. Apply the following Compensation exclusions to Elections 9 and 10 (Choose (a) or choose one or more of (b) through (d)):

- (a)  **No exclusions**.
- (b)  **Elective Deferrals**. See Section 1.20.
- (c)  **Fringe benefits**. As described in Treas. Reg. §1.414(s)-1(c)(3).
- (d)  **HCE Compensation exceeding \$** \_\_\_\_\_

12. **HOURS OF SERVICE (1.31)**. The Plan credits Hours of Service for the following purposes (and to the Employees described in Elections 12(d) or (e)) as follows (Choose one or more of (a) through (e) as applicable):

	(1) All Purposes	(2) Eligibility	(3) Vesting	(4) Allocation Conditions
(a) <input type="checkbox"/> <b>Actual Method</b> . See Section 1.31(A)(1).	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> <b>Equivalency Method:</b> _____ (e.g., daily, weekly, etc.). See Section 1.31(A)(2).	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> <b>Elapsed Time Method</b> . See Section 1.31(A)(3).	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> <b>Actual (hourly) and Equivalency (salaried)</b> . Actual Method for hourly paid Employees and Equivalency Method: _____ (e.g., daily, weekly, etc.) for salaried Employees.	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>

(e)  Describe method: \_\_\_\_\_

[Note: Under Election 12(e), the Employer may describe Hours of Service from the elections available under Elections 12(a) through (d), or a combination thereof as to a Participant group and/or Contribution Type (e.g., For all purposes, Actual Method applies to office workers and Equivalency Method applies to truck drivers).]

13. **ELECTIVE SERVICE CREDITING (1.56(C))**. The Plan must credit Related Employer Service under Section 1.23(C) and also must credit certain Predecessor Employer/Predecessor Plan Service under Section 1.56(B). The Plan also elects under Section 1.56(C) to credit as Service the following Predecessor Employer service (Choose one of (a) or (b)):

- (a)  **Not applicable**. No elective Predecessor Employer Service crediting applies.
- (b)  **Applies**. The Plan credits the specified service with the following designated Predecessor Employers as Service for the Employer for the purposes indicated (Choose (1) and (2) as applicable. Complete (3). Choose (4) if applicable):

[Note: Any elective Service crediting under this Election 13 must be nondiscriminatory.]

(1)  **All purposes**. Credit Service for all purposes with Predecessor Employer(s): \_\_\_\_\_  
(insert as many names as needed).

	(1)	(2)	(3)
	Eligibility	Vesting	Contribution Allocation

(2)  **Designated purposes**. Credit Service with the following Predecessor Employer(s) for the designated purpose(s):

- |                           |     |     |     |
|---------------------------|-----|-----|-----|
| a. <b>Employer:</b> _____ | [ ] | [ ] | [ ] |
| b. <b>Employer:</b> _____ | [ ] | [ ] | [ ] |
| c. <b>Employer:</b> _____ | [ ] | [ ] | [ ] |

(3) **Time period**. Under Elections 13(b)(1) or (2), the Plan credits (Choose one or more of a., b., and c. as applicable):

- a.  **All**. All Service under Election(s) 13(b)\_\_\_\_, regardless of when rendered, but credit is limited to the 5-year period described in Section 1.56(D).
- b.  **Service after**. All Service under Election(s) 13(b)\_\_\_\_, which is or was rendered after: \_\_\_\_\_ (specify date), but credit is limited to the 5-year period described in Section 1.56(D).
- c.  **Service before**. All Service under Election(s) 13(b)\_\_\_\_, which is or was rendered before: \_\_\_\_\_ (specify date), but credit is limited to the 5-year period described in Section 1.56(D).

(4)  **Describe elective Predecessor Employer Service crediting:** \_\_\_\_\_, but credit is limited to the 5-year period described in Section 1.56(D).

[Note: Under Election 13(b)(4), the Employer may describe service crediting from the elections available under Elections 13(b)(1) through (3), or a combination thereof as to a Participant group and/or Contribution Type (e.g., For all purposes credit service with X only on/after 1/1/05 OR Credit all service for all purposes with entities the Employer acquires after 12/31/04.)]

## ARTICLE II ELIGIBILITY REQUIREMENTS

14. **ELIGIBILITY (2.01)**. To become a Participant in the Plan, an Eligible Employee must satisfy (Choose (a) or choose one or more of (b) through (h) as applicable):

- (a)  **No conditions**. Entry on the Employment Commencement Date (if that date is also an Entry Date), or if later, upon the next following Plan Entry Date.
- (b)  **Age** \_\_\_\_\_ (not to exceed age 21).
- (c)  **One Year of Service**. See Election 16(a).
- (d)  **Two Years of Service** (without an intervening Break in Service). 100% vesting is required.
- (e)  \_\_\_\_\_ **month(s)** (not exceeding 24 months). If more than 12 months, 100% vesting is required. Service need not be continuous (no minimum Hours of Service required, and is mere passage of time).

(f)   \_\_\_\_\_ month(s) with at least \_\_\_\_\_ Hours of Service in each month (not exceeding 24 months). If more than 12 months, 100% vesting is required. If the Employee does not complete the designated Hours of Service each month during the specified monthly time period, the Employee is subject to the one Year of Service (or two Years of Service if elect more than 12 months) requirement with 1,000 Hours of Service per Year of Service. The months during which the Employee completes the specified Hours of Service (Choose one of (1) or (2)):

- (1)   **Consecutive.** Must be consecutive.
- (2)   **Not consecutive.** Need not be consecutive.

(g)   \_\_\_\_\_ Hours of Service within the \_\_\_\_\_ time period following the Employee's Employment Commencement Date. (not exceeding 24 months). If more than 12 months, 100% vesting is required. If the Employee does not complete the designated Hours of Service during the specified time period (if any), the Employee is subject to the one Year of Service (or two Years of Service if elect more than 12 months) requirement with 1,000 Hours of Service per Year of Service.

[Note: The Employer may complete the second blank in Election 14(g) with "N/A" if the Employer wishes to impose an Hour of Service requirement without specifying a time period within which an Employee must complete the required Hours of Service.]

(h)   **Describe eligibility conditions:** \_\_\_\_\_

[Note: The Employer may use Election 14(h) to describe different eligibility conditions as to different Contribution Types (e.g., No eligibility requirements for Nonelective Contributions and one Year of Service as to Matching Contributions). Eligibility requirements must satisfy Code §410(a) and must apply uniformly to all Employees.]

15. **SPECIAL ELIGIBILITY EFFECTIVE DATE (DUAL ELIGIBILITY) (2.01(E)).** The eligibility conditions of Election 14 apply uniformly to all Employees.

16. **YEAR OF SERVICE - ELIGIBILITY (2.02(A)).** (Choose (a) and (b) as applicable): [Note: If the Employer under Election 14 elects a one or two Year(s) of Service condition (including any requirement which defaults to such conditions under Elections 14(f), (g), and (h)) or elects to apply a Year of Service for eligibility under any other Adoption Agreement election, the Employer should complete Election 16. The Employer should not complete Election 16 if it elects the Elapsed Time Method for eligibility.]

(a)   **Year of Service.** An Employee must complete \_\_\_\_\_ Hour(s) of Service during the relevant Eligibility Computation Period to receive credit for one Year of Service under Article II. [Note: The number may not exceed 1,000. If left blank, the requirement is 1,000 Hours of Service. Under Elections 14(f) and (g) and under Election 14(h) if it incorporates Elections 14(f) or (g), the number is 1,000 and the Employer should not supply any other number in the blank.]

(b)   **Subsequent Eligibility Computation Periods.** After the Initial Eligibility Computation Period described in Section 2.02(C)(2), the Plan measures Subsequent Eligibility Computation Periods as (Choose one of (1) or (2)):

- (1)   **Plan Year.** The Plan Year beginning with the Plan Year which includes the first anniversary of the Employee's Employment Commencement Date.
- (2)   **Anniversary Year.** The Anniversary Year beginning with the Employee's second Anniversary Year.

[Note: To maximize delayed entry under a two Years of Service condition, the Employer should elect to remain on the Anniversary Year.]

17. **ENTRY DATE (2.02(D)).** Entry Date means the Effective Date and (Choose one or more of (a) through (f) as applicable.)

- (a)   **Semi-annual.** The first day of the first month and of the seventh month of the Plan Year.
- (b)   **First day of Plan Year**
- (c)   **First day of each Plan Year quarter**
- (d)   **The first day of each month**
- (e)   **Immediate.** Upon Employment Commencement Date, or if later, upon satisfaction of eligibility conditions.
- (f)   **Describe Entry Date(s):** \_\_\_\_\_

[Note: Under Election 17(f), the Employer may describe Entry Dates from the elections available under Elections 17(a) through (e) as to a Contribution Type or may elect additional Entry Dates (e.g., Immediate as to Nonelective Contributions and semi-annual as to Matching Contributions OR the earlier of the Plan's semi-annual Entry Dates or the entry dates under the Employer's medical plan). Eligibility requirements must satisfy Code §410(a) and must apply uniformly to all Employees.]

18. **PROSPECTIVE/RETROACTIVE ENTRY DATE (2.02(D)).** An Employee after satisfying the eligibility conditions in Election 14 will become a Participant (unless an Excluded Employee under Election 8) on the Entry Date (if employed on that date) (Choose one of (a) through (f)):

[Note: Unless otherwise excluded under Election 8, an Employee who remains employed by the Employer on the relevant date must become a Participant by the earlier of: (i) the first day of the Plan Year beginning after the date the Employee completes the age and service requirements of Code §410(a); or (ii) 6 months after the date the Employee completes those requirements.]

- (a)  **Immediately following or coincident with** the date the Employee completes the eligibility conditions.
- (b)  **Immediately following** the date the Employee completes the eligibility conditions.
- (c)  **Immediately preceding or coincident with** the date the Employee completes the eligibility conditions.
- (d)  **Immediately preceding** the date the Employee completes the eligibility conditions.
- (e)  **Nearest** the date the Employee completes the eligibility conditions.
- (f)  **Describe retroactive/prospective entry relative to Entry Date:** \_\_\_\_\_

[Note: Under Election 18(f), the Employer may describe the timing of entry relative to an Entry Date from the elections available under Elections 18(a) through (e) as to a Contribution Type (e.g., Nearest as to Nonelective Contributions and immediately following as to Matching Contributions). Eligibility requirements must satisfy Code §410(a) and must apply uniformly to all Employees.]

19. **BREAK IN SERVICE – PARTICIPATION (2.03).** The one year hold-out rule described in Section 2.03(C) (Choose one of (a), (b), or (c)):

- (a)  **Does not apply.**
- (b)  **Applies.** Applies to the Plan and to all Participants.
- (c)  **Limited application.** Applies to the Plan, but only to a Participant who has incurred a Separation from Service.

[Note: The Plan does not apply the rule of parity under Code §410(a)(5)(D) unless the Employer in Appendix B specifies otherwise. See Section 2.03(D).]

**ARTICLE III  
PLAN CONTRIBUTIONS AND FORFEITURES**

20. **NONELECTIVE CONTRIBUTIONS TYPE/AMOUNT (3.04(A)).** The Employer Nonelective Contributions under Election 6(a) are subject to the following additional elections as to type and amount (Choose one or both of (a) and (b) as applicable):

- (a)  **Discretionary.** An amount the Employer in its sole discretion may determine.
- (b)  **Fixed.** (Choose one or more of (1), (2), and (3) as applicable):
  - (1)  **Uniform %.** \_\_\_\_\_% of each Participant's Compensation, per \_\_\_\_\_ (e.g., Plan Year, month).
  - (2)  **Fixed dollar amount.** \$ \_\_\_\_\_, per \_\_\_\_\_ (e.g., Plan Year, month, HOS, per Participant per month).
  - (3)  **Describe:** \_\_\_\_\_ (specify time period, e.g., per Plan Year quarter. If not specified, the time period is the Plan Year.)

[Note: The Employer under Election 20(b)(3) may specify any Fixed Nonelective Contribution formula not described under Elections 20(b)(1) or (2) (e.g., For each Plan Year, 2% of net profits exceeding \$50,000).]

21. **NONELECTIVE CONTRIBUTION ALLOCATION (3.04(B)).** The Plan Administrator, subject to Section 3.06, will allocate to each Participant any Nonelective Contribution under the following contribution allocation formula (Choose one or more of (a), (b), and (c) as applicable):

- (a)  **Pro rata.** As a uniform percentage of Participant Compensation.
- (b)  **Permitted disparity.** In accordance with the permitted disparity allocation provisions of Section 3.04(B)(2), under which the following permitted disparity formula and definition of "Excess Compensation" apply (Complete (1) and (2)):
  - (1) **Formula** (Choose one of a. or b.):
    - a.  **Two-tiered.**
    - b.  **Four-tiered.**
  - (2) **Excess Compensation.** For purposes of Section 3.04(B)(2), "Excess Compensation" means Compensation in excess of (Choose one of a. or b.):
    - a.  **Percentage amount.** \_\_\_\_\_% (not exceeding 100%) of the taxable wage base in effect on the first day of the Plan Year, rounded to the next highest \$ \_\_\_\_\_ (not exceeding the taxable wage base).
    - b.  **Dollar amount.** The following amount: \$ \_\_\_\_\_ (not exceeding the taxable wage base in effect on the first day of the Plan Year).
- (c)  **Incorporation of contribution formula.** The Plan Administrator will allocate any Fixed Nonelective Contribution under Election 20(b) in accordance with the contribution formula the Employer adopts under those Elections.

[Note: Any allocation under Election 21(c) must be a design-based safe harbor allocation under Treas. Reg. §1.401(a)(4)-2(b)(2) and (4) or must result in the same or a lower allocation rate to all HCEs versus any NHCEs.]

22. **ALLOCATION CONDITIONS (3.06(B)).** The Plan does not apply any allocation conditions to: (i) Employee Contributions; (ii) Rollover Contributions; or (iii) Designated IRA Contributions. To receive an allocation of Nonelective Contributions, Matching Contributions or Participant forfeitures, a Participant must satisfy the following allocation condition(s) (*Choose one of (a) or (b)*):

- (a)  **No conditions.** No allocation conditions apply.
- (b)  **501 HOS/terminees** (91 consecutive days if Elapsed Time). See Section 3.06(B)(1)(b).

23. **ALLOCATION CONDITIONS – APPLICATION/WAIVER/SUSPENSION (3.06(D)).** Under Section 3.06(D), in the event of Separation from Service as described below, apply or do not apply Election 22(b) allocation condition to the specified contributions/forfeitures as follows (*If the Employer elects 22(b), the Employer must complete Election 23. Choose one of (a) or (b)*):

- (a)  **Total waiver or application.** If a Participant incurs a Separation from Service on account of or following death, Disability or attainment of Normal Retirement Age (*Choose one of (1) or (2)*):
  - (1)  **Do not apply.** Do not apply elected allocation conditions to Nonelective Contributions, to Matching Contributions or to forfeitures.
  - (2)  **Apply.** Apply elected allocation conditions to Nonelective Contributions, to Matching Contributions and to forfeitures.
- (b)  **Application/waiver as to events.** If a Participant incurs a Separation from Service, apply allocation conditions *except* such conditions are waived if Separation from Service is on account of or following death, Disability or attainment of Normal Retirement Age as specified (*Choose one or two of (1), (2) and (3) as applicable*):
  - (1)  **Death**
  - (2)  **Disability**
  - (3)  **Normal Retirement Age**

24. **FORFEITURE ALLOCATION METHOD (3.07).** The Plan Administrator will allocate a Participant forfeiture attributable to all Contribution Types or attributable to all Nonelective Contributions or to all Matching Contributions as follows (*Choose one or more of (a) through (f) as applicable. Choose (e) only in conjunction with at least one other election.*):

[Note: Even if the Employer elects immediate vesting, the Employer should complete Election 24. See Section 7.07.]

- (a)  **Additional Nonelective.** Allocate as additional Discretionary Nonelective Contribution.
- (b)  **Additional Match.** Allocate as additional Matching Contribution.
- (c)  **Reduce Nonelective.** Apply to Nonelective Contribution.
- (d)  **Reduce Match.** Apply to Matching Contribution.
- (e)  **Plan expenses.** Pay reasonable Plan expenses first (See Section 7.04(C)), then allocate in the manner described above.
- (f)  **Describe:** \_\_\_\_\_ (*e.g., Forfeitures attributable to transferred balances from Plan X are allocated only to former Plan X participants OR Nonelective forfeitures are allocated as additional Nonelective Contributions and Matching forfeitures are allocated as additional Matching Contributions*).

[Note: Any allocation under Election 24(f) must be a design-based safe harbor allocation under Treas. Reg. §1.401(a)(4)-2(b)(2) and (4) or must result in the same or a lower allocation rate to all HCEs versus any NHCEs.]

25. **FORFEITURE ALLOCATION TIMING (3.07(B)).** See Sections 3.07, 5.07, and 7.07 as to when a forfeiture occurs. Once a forfeiture occurs, this Election 25 determines the timing of the forfeiture allocation. The Plan Administrator will allocate a Participant's forfeiture (*Choose one of (a) or (b)*):

- (a)  **Same Plan Year.** In the same Plan Year in which the designated forfeiture occurs.
- (b)  **Next Plan Year.** In the Plan Year following the Plan Year in which the designated forfeiture occurs.

[Note: The elected forfeiture allocation timing applies irrespective of when the Employer makes its contribution(s), if any, for a Plan Year. Even if the Employer elects immediate vesting, the Employer should complete Election 25. See Sections 3.07 and 7.07.]

26. **EMPLOYEE (AFTER-TAX) AND MATCHING CONTRIBUTIONS (3.09).** The following additional elections apply to Employee Contributions under Election 6(b) and to Matching Contributions under Election 6(c), if any. (*Complete (a) and (b) as applicable*):

- (a) **Employee Contributions/Limitations.** The Plan permits Employee Contributions subject to the following limitations, if any, in addition to those already imposed under the Plan (*Choose one of (1) or (2)*):
  - (1)  **None.** No additional limitations.
  - (2)  **Additional limitations.** The following additional limitations: \_\_\_\_\_.



[Note: Any designated limitation(s) must be the same for all Participants and must be definitely determinable.]

(b) **Matching Contributions.** (Choose one of (1) or (2)):

- (1)  **None.** The Employer will not make any Matching Contributions based on Employee Contributions.
- (2)  **Applies.** For each Plan Year, the Employer's Matching Contribution made as to Employee Contributions is:  
\_\_\_\_\_

27. **DESIGNATED IRA CONTRIBUTIONS (3.12).** Under Election 6(d), a Participant may make Designated IRA Contributions effective for Plan Years beginning after \_\_\_\_\_ (date specified must be no earlier than December 31, 2002) (Complete (a) and (b)):

(a) **Type of IRA contribution.** A Participant's Designated IRA Contributions will be (Choose one of (1), (2), or (3)):

- (1)  **Traditional.**
- (2)  **Roth.**
- (3)  **Traditional/Roth.** As the Participant elects at the time of contribution.

(b) **Type of Account.** A Participant's Designated IRA Contributions will be held in the following form of Account(s) (Choose one of (1), (2), or (3)):

- (1)  **IRA.**
- (2)  **Individual Retirement Annuity.**
- (3)  **IRA/Individual Retirement Annuity.** As the Participant elects at the time of contribution.

**ARTICLE IV  
LIMITATIONS AND TESTING**

[Note: The Employer, in the "Effective as of execution" column under Election 28, must elect those testing elections which are: (i) in effect as of date of the Employer's execution of this Adoption Agreement; and (ii) if the Adoption Agreement restates the Plan, also are retroactive to the later of the Plan's original Effective Date or EGTRRA restated Effective Date, except as indicated in Appendix A. If the Employer wishes to change any testing election after it executes this Adoption Agreement, the Employer must elect the changes in the "Changes post-execution" column under Election 28, and the Employer must specify the Plan Year Effective Date(s) of any changed election. The Employer may complete the Effective Date blanks specifying the changed election applies to a single Plan Year (e.g., "2011 only"), or a range of Plan Years (e.g., "2011-2015") or may specify the change as becoming effective in a specified Plan Year (e.g., "commencing 2010"). If the Employer specifies a single Plan Year only or specifies a range of Plan Years, the Plan becomes subject to the election in the "Effective as of execution" column in the Plan Years commencing after the specified Year(s), unless the Employer subsequently changes the election. If the Employer specifies the change as commencing in a Plan Year, the election applies in the specified Plan Year and in all following Plan Years unless the Employer subsequently changes the election.]

28. **ANNUAL TESTING ELECTIONS (4.06(B)).** The Employer makes the following Plan specific annual testing elections under Section 4.06(B). (Complete (a) and (b)):

	(1) Effective as of execution (and retroactively if restatement)	(2) Changes post-execution (specify Plan Year Effective Date(s))
(a) <b>Nondiscrimination testing.</b> (Choose one of (1) or (2)):		
(1) <input type="checkbox"/> <b>No ACP test.</b> The Plan does not permit Employee Contributions or Matching Contributions.	<input type="checkbox"/>	<input type="checkbox"/> Effective Date(s): _____
(2) <input type="checkbox"/> <b>ACP test.</b> The Plan permits Employee Contributions and may also permit Matching Contributions. The following testing method applies (Choose one of a. or b.):		
a. <input type="checkbox"/> <b>Current Year Testing.</b> See Section 4.11(E).	<input type="checkbox"/>	<input type="checkbox"/> Effective Date(s): _____
b. <input type="checkbox"/> <b>Prior Year Testing.</b> See Sections 4.10(C)(5)(e)(iv) and 4.11(I).	<input type="checkbox"/>	<input type="checkbox"/> Effective Date(s): _____

(b) **HCE determination.** (Complete both (1) and (2)):

(1) **Top-paid group election.** (Choose one of a. or b.):

a.  **Does not apply.**   Effective Date(s): \_\_\_\_\_

b.  **Applies.**   Effective Date(s): \_\_\_\_\_

(2) **Calendar year data election (fiscal year Plan only).**

(Choose one of a. or b.):

a.  **Does not apply.**   Effective Date(s): \_\_\_\_\_

b.  **Applies.**   Effective Date(s): \_\_\_\_\_

**ARTICLE V  
VESTING REQUIREMENTS**

29. **NORMAL RETIREMENT AGE (5.01).** A Participant attains Normal Retirement Age under the Plan on the following date (Choose one of (a) or (b)):

(a)  **Specific age.** The date the Participant attains age \_\_\_\_\_. [Note: The age may not exceed age 65.]

(b)  **Age/participation.** The later of the date the Participant attains age \_\_\_\_\_ or the \_\_\_\_\_ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan. [Note: The age may not exceed age 65 and the anniversary may not exceed the 5th.]

30. **EARLY RETIREMENT AGE (5.01).** (Choose one of (a) or (b)):

(a)  **Not applicable.** The Plan does not provide for an Early Retirement Age.

(b)  **Early Retirement Age.** Early Retirement Age is the later of: (i) the date a Participant attains age \_\_\_\_\_; (ii) the date a Participant reaches his/her \_\_\_\_\_ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan; or (iii) the date a Participant completes \_\_\_\_\_ Years of Service.

[Note: The Employer should leave blank any of clauses (i), (ii), and (iii) which are not applicable.]

"Years of Service" under this Election 30 means (Choose one of (1) or (2) as applicable):

(1)  **Eligibility.** Years of Service for eligibility in Election 16.

(2)  **Vesting.** Years of Service for vesting in Elections 33 and 34.

[Note: Election of an Early Retirement Age does not affect the time at which a Participant may receive a Plan distribution. However, a Participant becomes 100% vested at Early Retirement Age.]

31. **ACCELERATION ON DEATH OR DISABILITY (5.02).** Under Section 5.02, if a Participant incurs a Separation from Service as a result of death or Disability (Choose one of (a), (b), or (c)):

(a)  **Applies.** Apply 100% vesting.

(b)  **Not applicable.** Do not apply 100% vesting. The Participant's vesting is in accordance with the applicable Plan vesting schedule.

(c)  **Limited application.** Apply 100% vesting, but only if a Participant incurs a Separation from Service as a result of (Choose one of (1) or (2)):

(1)  **Death.**

(2)  **Disability.**

32. **VESTING SCHEDULE (5.03).** A Participant has a 100% Vested interest at all times in his/her Accounts attributable to: (i) Employee Contributions; (ii) Rollover Contributions; (iii) DECs; and (iv) Designated IRA Contributions. The following vesting schedule applies to Nonelective Contributions and Matching Contributions (Choose (a) or choose one or both of (b) and (d) as applicable. Choose (c) if elect a non-top-heavy schedule under (b) or (d)):

(a)  **Immediate vesting.** 100% Vested at all times.

[Note: If the Employer elects immediate vesting under 32(a), the Employer should not complete the balance of Election 32 or Elections 33 and 34 (except as noted therein). The Employer must elect 32(a) if the eligibility Service condition as to all Contribution Types under Election 14 exceeds one Year of Service or more than 12 months.]

(b)  **Vesting schedules:** Apply the following vesting schedules (*Choose one or more of (1) through (6) as applicable*):

[*Note: The Employer's elections under 32(b)(1), (2), or (3) apply to Nonelective Contributions and to Matching Contributions unless the Employer elects under 32(b)(4), (5), or (6) to apply a non-top-heavy schedule to Nonelective Contributions.*]

(1)  **Top-heavy: 6-year graded**

(2)  **Top-heavy: 3-year cliff**

(3)  **Modified top-heavy:**

<u>Years of Service</u>	<u>Vested %</u>
Less than 1	a. _____
1	b. _____
2	c. _____
3	d. _____
4	e. _____
5	f. _____
6 or more	100%

(4)  **Non-top-heavy: 7-year graded** (Nonelective Contributions only)

(5)  **Non-top-heavy: 5-year cliff** (Nonelective Contributions only)

(6)  **Modified non-top-heavy** (Nonelective Contributions only):

<u>Years of Service</u>	<u>Vested %</u>
Less than 1	a. _____
1	b. _____
2	c. _____
3	d. _____
4	e. _____
5	f. _____
6	g. _____
7 or more	100%

[*Note: If the Employer does not elect 32(a), the Employer must elect one of 32(b)(1), (2), or (3). The modified top-heavy schedule of Election 32(b)(3) must satisfy Code §416. A top-heavy schedule must apply to Matching Contributions. See Section 5.03(A)(1). The Employer as to Nonelective Contributions may elect one of Elections 32(b)(4), (5), or (6) in addition to electing a top-heavy schedule. The Employer must complete Election 32(c) if it elects any non-top-heavy schedule. If the Employer does not elect a non-top-heavy schedule, the elected top-heavy schedule applies to all Plan Years. If the Employer elects 32(b)(6), the modified non-top-heavy schedule must satisfy Code §411(a)(2). If the Plan's Effective Date is after December 31, 2006, do not complete Elections 32(b)(4), (b)(5), or (b)(6).]*

(c)  **Nonelective Contributions: application of top-heavy schedule** (*Choose one of (1) or (2)*):

(1)  **Apply in all Plan Years once top-heavy.** Apply the top-heavy vesting schedule under Election 32(b) for the first Plan Year in which the Plan is top-heavy and then in all subsequent Plan Years.

(2)  **Apply only in top-heavy Plan Years.** Apply the non-top-heavy schedule under Election 32(b) in all Plan Years in which the Plan is not a top-heavy plan.

(d)  **Special vesting provisions:** \_\_\_\_\_

[*Note: The Employer under Election 32(d) may describe special vesting provisions from the elections available under Election 32 and/or a combination thereof as to a: (i) Participant group (e.g., Full vesting applies to Division A Employees OR to Employees hired on/before "x" date. 6-year graded vesting applies to Division B Employees OR to Employees hired after "x" date.); and/or (ii) Contribution Type (e.g., Full vesting applies as to Discretionary Nonelective Contributions. 6-year graded vesting applies to Fixed Nonelective Contributions). Any special vesting provision must satisfy Code §411(a) and must be nondiscriminatory.*]

33. **YEAR OF SERVICE - VESTING (5.05).** (*Complete both (a) and (b)*):

[*Note: If the Employer elects the Elapsed Time Method for vesting, the Employer should not complete this Election 33. If the Employer elects immediate vesting, the Employer should not complete Election 33 or Election 34 unless it elects to apply a Year of Service for vesting under any other Adoption Agreement election.*]

(a) **Year of Service.** An Employee must complete at least \_\_\_\_\_ Hours of Service during a Vesting Computation Period to receive credit for a Year of Service under Article V. [*Note: The number may not exceed 1,000. If left blank, the requirement is 1,000.*]

(b) **Vesting Computation Period.** The Plan measures a Year of Service based on the following 12-consecutive month period (*Choose one of (1) or (2)*):

(1)  **Plan Year.**

(2)  **Anniversary Year.**

34. **EXCLUDED YEARS OF SERVICE - VESTING (5.05(C)).** The Plan excludes the following Years of Service for purposes of vesting (Choose (a) or choose one or more of (b) through (e) as applicable):

- (a)  **None.** None other than as specified in Section 5.05(C)(1).
- (b)  **Age 18.** Any Year of Service before the Vesting Computation Period during which the Participant attained the age of 18.
- (c)  **Prior to Plan establishment.** Any Year of Service during the period the Employer did not maintain this Plan or a predecessor plan.
- (d)  **Rule of Parity.** Any Year of Service excluded under the rule of parity. See Plan Section 5.06(C).
- (e)  **Additional exclusions.** The following Years of Service: \_\_\_\_\_

[Note: The Employer under Election 34(e) may describe vesting service exclusions provisions available under Election 34 and/ or a combination thereof as to a: (i) Participant group (e.g., No exclusions apply to Division A Employees OR to Employees hired on/before "x" date. The age 18 exclusion applies to Division B Employees OR to Employees hired after "x" date.); or (ii) Contribution Type (e.g., No exclusions apply as to Discretionary Nonelective Contributions. The age 18 exclusion applies to Fixed Nonelective Contributions). Any exclusion specified under Election 34(e) must comply with Code §411(a)(4). Any exclusion must be nondiscriminatory.]

**ARTICLE VI  
DISTRIBUTION OF ACCOUNT BALANCE**

35. **MANDATORY DISTRIBUTION (6.01(A)(1)/6.08(D)).** The Plan provides or does not provide for Mandatory Distribution of a Participant's Vested Account Balance following Separation from Service, as follows (Choose one of (a) or (b)):

- (a)  **No Mandatory Distribution.** The Plan will not make a Mandatory Distribution following Separation from Service.
- (b)  **Mandatory Distribution.** The Plan will make a Mandatory Distribution following Separation from Service. (Complete (1) and (2). Choose (3) unless the Employer elects to limit Mandatory Distributions to \$1,000 including Rollover Contributions under Elections 35(b)(1)b. and 35(b)(2)b.):
  - (1) **Amount limit.** As to a Participant who incurs a Separation from Service and who will receive distribution before attaining the later of age 62 or Normal Retirement Age, the Mandatory Distribution maximum amount is equal to (Choose one of a., b., or c.):
    - a.  **\$5,000.**
    - b.  **\$1,000.**
    - c.  **Specify amount:** \$ \_\_\_\_\_ (may not exceed \$5,000).
  - (2) **Application of Rollovers to amount limit.** In determining whether a Participant's Vested Account Balance exceeds the Mandatory Distribution dollar limit in Election 35(b)(1), the Plan (Choose one of a. or b.):
    - a.  **Disregards Rollover Contribution Account.**
    - b.  **Includes Rollover Contribution Account.**
  - (3)  **Amount of Mandatory Distribution subject to Automatic Rollover.** A Mandatory Distribution to a Participant before attaining the later of age 62 or Normal Retirement Age is subject to Automatic Rollover under Section 6.08(D) (Choose one of a. or b.):
    - a.  **Only if exceeds \$1,000.** Only if the amount of the Mandatory Distribution exceeds \$1,000, which for this purpose must include any Rollover Contributions Account.
    - b.  **Specify lesser amount.** Only if the amount of the Mandatory Distribution is at least: \$ \_\_\_\_\_ (specify \$1,000 or less).

36. **SEPARATION DISTRIBUTION TIMING (6.01).** Subject to the timing limitations of Section 6.01(A)(1) in the case of a Mandatory Distribution, or in the case of any Distribution Requiring Consent under Section 6.01(A)(2), for which consent is received, the Plan Administrator will instruct the Trustee to distribute a Participant's Vested Account Balance as soon as is administratively practical following the time specified below (Choose one or more of (a) through (k) as applicable):

[Note: If a Participant dies after Separation from Service but before receiving distribution of all of his/her Account, the elections under this Election 36 no longer apply. See Section 6.01(B) and Election 40.]

	(1) Mandatory Distribution	(2) Distribution Requiring Consent
(a) <input type="checkbox"/> <b>Immediate.</b> Immediately following Separation from Service.	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> <b>Next Valuation Date.</b> After the next Valuation Date following Separation from Service.	<input type="checkbox"/>	<input type="checkbox"/>

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- (c)   **Plan Year.** In the \_\_\_\_\_ Plan Year following Separation from Service (e.g., next or fifth). [ ] [ ]
- (d)   **Plan Year quarter.** In the \_\_\_\_\_ Plan Year quarter following Separation from Service (e.g., next or fifth). [ ] [ ]
- (e)   **Contribution Type Accounts.** \_\_\_\_\_ as to the Participant's \_\_\_\_\_ Account(s) and \_\_\_\_\_ as to the Participant's \_\_\_\_\_ Account(s) (e.g., As soon as is practical following Separation from Service as to the Participant's Employee Contribution Account and as soon as is practical in the next Plan Year following Separation from Service as to the Participant's Nonelective and Matching Accounts). [ ] [ ]
- (f)   **Vesting controlled timing.** If the Participant's total Vested Account Balance exceeds \$\_\_\_\_\_, distribute \_\_\_\_\_ (specify timing) and if the Participant's total Vested Account Balance does not exceed \$\_\_\_\_\_, distribute \_\_\_\_\_ (specify timing). [ ] [ ]
- (g)   **Distribute at Normal Retirement Age.** As to a Mandatory Distribution, distribute not later than 60 days after the beginning of the Plan Year following the Plan Year in which the previously separated Participant attains the earlier of Normal Retirement Age or age 65. [Note: An election under column (2) only will have effect if the Plan's NRA is less than age 62.] [ ] [ ]
- (h)   **Acceleration.** Notwithstanding any later specified distribution date in Election 36, a Participant may elect an earlier distribution following Separation from Service (Choose (1) and (2) as applicable): [ ] [ ]
- (1)   **Disability.** If Separation from Service is on account of Disability or if the Participant incurs a Disability following Separation from Service.
- (2)   **Hardship.** If the Participant incurs a hardship under Section 6.07 following Separation from Service.
- (i)   **Required distribution at Normal Retirement Age.** A separated Participant may not elect to delay distribution beyond the later of age 62 or Normal Retirement Age. N/A [ ]
- (j)   **No buy-back/vesting controlled timing.** Distribute as soon as is practical following Separation from Service if the Participant is fully Vested. Distribute as soon as is practical following a Forfeiture Break in Service if the Participant is not fully Vested. N/A [ ]

(k)   **Describe Separation from Service distribution timing:** \_\_\_\_\_

*[Note: The Employer under Election 36(k) may describe Separation from Service distribution timing provisions from the elections available under Election 36 and/or a combination thereof as to any: (i) Contribution Type (e.g., As to Division A Employees, immediate distribution after Separation from Service applies to Matching Contribution Accounts and distribution after the next Valuation Date following Separation from Service applies to Nonelective Contribution Accounts); and/or (ii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan. An Employer's election under Election 36(k) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; (iii) comply with Code §401(a)(14) timing requirements; (iv) be the same for all Participants and (v) preserve Protected Benefits as required.]*

**37. IN-SERVICE DISTRIBUTIONS/EVENTS (6.01(C)).** A Participant may elect an In-Service Distribution of the Nonelective Contribution and Matching Contribution Accounts based on any of the following events in accordance with Section 6.01(C). (Choose one of (a) or (b)):

*[Note: If the Employer elects any In-Service Distribution option, a Participant may elect to receive as many In-Service Distributions per Plan Year (with a minimum of one per Plan Year) as the Plan Administrator's In-Service Distribution form or policy may permit. If the form or policy is silent, the number of In-Service Distributions is not limited.]*

- (a)   **None.** The Plan does not permit any In-Service Distributions except as to any of the following (if applicable): (i) RMDs under Section 6.02; (ii) Protected Benefits; and (iii) under Section 6.01(C)(4) as to Employee Contributions, Rollover Contributions, DEC's, Transfers, and Designated IRA Contributions.
- (b)   **Permitted.** In-Service Distributions are permitted as follows (Choose one or more of (1) through (8)):
- (1)   **Age** \_\_\_\_\_ (must be at least 59 1/2).
- (2)   **Age** \_\_\_\_\_ (may be less than 59 1/2).

- (3)  **Hardship (safe harbor).** See Section 6.07(A).
- (4)  **Hardship (non-safe harbor).** See Section 6.07(B).
- (5)  **Disability.**
- (6)  \_\_\_\_\_ **year contributions.** (specify minimum of two years) See Section 6.01(C)(4)(a)(i).
- (7)  \_\_\_\_\_ **months of participation.** (specify minimum of 60 months) See Section 6.01(C)(4)(a)(ii).
- (8)  **Describe:** \_\_\_\_\_

[Note: The Employer under Election 37(b)(8) may describe In-Service Distribution provisions from the elections available under Election 37 and/ or a combination thereof as to any: (i) Contribution Type (e.g., Nonelective Contribution Accounts are distributable on Disability. Matching Contribution Accounts are distributable on hardship (safe harbor)); and/or (ii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 37(b)(8) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; (iii) preserve Protected Benefits as required; (iv) be the same for all Participants; and (v) not permit an "early" distribution of any Restricted 401(k) Accounts or Restricted Pension Accounts. See Section 6.01(C)(4).]

**In-Service Distribution of other Accounts.** See Section 6.01(C)(4) as to In-Service Distribution of Employee Contributions, Rollover Contributions, DECs, Transfers, and Designated IRA Contributions.

38. **IN-SERVICE DISTRIBUTIONS/ADDITIONAL CONDITIONS (6.01(C)).** The following additional conditions apply to In-Service Distributions under Election 37(b) (Choose one of (a) or (b)):

[Note: The Employer should complete Election 38 if the Employer elects any In-Service Distributions under Election 37(b).]

- (a)  **Additional conditions.** (Complete (1). Choose (2) and (3) as applicable):
  - (1) **Vesting.** A Participant may receive an In-Service Distribution under Election 37(b) based on vesting in the distributing Account as follows (Choose one of a., b., or c.):
    - a.  **100% vesting required.** A Participant may not receive any In-Service Distribution unless the Participant is 100% Vested in the distributing Account.
    - b.  **100% vesting required except hardship.** A Participant may not receive any In-Service Distribution unless the Participant is 100% Vested in the distributing Account, unless the distribution is based on hardship.
    - c.  **Not required.** A Participant may receive an In-Service Distribution even from a partially-Vested Account, but the amount distributed may not exceed the Vested amount in the distributing partially-Vested Account.
  - (2)  **Minimum amount.** A Participant may not receive an In-Service Distribution in an amount which is less than: \$\_\_\_\_\_ (specify amount not exceeding \$1,000).
  - (3)  **Describe other conditions:** \_\_\_\_\_

[Note: An Employer's election under Election 38(a)(3) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; (iii) preserve Protected Benefits as required; (iv) be the same for all Participants; and (v) not permit an "early" distribution of any Restricted 401(k) Accounts or Restricted Pension Accounts. See Section 6.01(C)(4).]

- (b)  **No other conditions.** A Participant may elect to receive an In-Service Distribution upon any Election 37(b) event without further condition, provided that the amount distributed may not exceed the Vested amount in the distributing Account.

39. **POST-SEPARATION AND LIFETIME RMD DISTRIBUTION METHODS (6.03).** A Participant whose Vested Account Balance exceeds \$5,000 (or any lesser amount elected in Appendix B, Election 45(g)(6)): (i) who has incurred a Separation from Service and will receive a distribution; or (ii) who remains employed but who must receive lifetime RMDs, may elect distribution under one of the following method(s) of distribution described in Section 6.03 and subject to any Section 6.03 limitations. (Choose one or more of (a) through (f) as applicable):

[Note: If a Participant dies after Separation from Service but before receiving distribution of all of his/her Account, the elections under this Election 39 no longer apply. See Section 6.01(B) and Election 40.]

- (a)  **Lump-Sum.** See Section 6.03(A)(3).
- (b)  **Installments only if Participant subject to lifetime RMDs.** A Participant who is required to receive lifetime RMDs may receive installments payable in monthly, quarterly or annual installments equal to or exceeding the annual RMD amount. See Sections 6.02(A) and 6.03(A)(4)(a).
- (c)  **Installments.** See Section 6.03(A)(4).
- (d)  **Alternative Annuity:** \_\_\_\_\_  
See Section 6.03(A)(5).

[Note: Under a Plan which is subject to the joint and survivor annuity distribution requirements of Section 6.04 (Election 41(b)), the Employer may elect under 39(d) to offer one or more additional annuities (Alternative Annuity) to the Plan's QJSA or QPSA. If the Employer elects under Election 41(a) to exempt Exempt Participants from the joint and survivor annuity requirements, the Employer should not elect to provide an Alternative Annuity under 39(d).]

(e)  **Ad-Hoc distributions.** See Section 6.03(A)(6).

[Note: If an Employer elects to permit Ad-Hoc distributions: (i) the option must be available to all Participants; and (ii) the option is a Protected Benefit.]

(f)  **Describe distribution method(s):** \_\_\_\_\_

[Note: The Employer under Election 39(f) may describe Separation from Service distribution methods from the elections available under Election 39 and/or a combination thereof as to any: (i) Contribution Type (e.g., Discretionary Nonelective Contribution Accounts are distributable in a Lump-Sum. Fixed Nonelective Contribution Accounts are distributable in a Lump-Sum or in Installments); and/or (ii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 39(f) must: (i) be objectively determinable; (ii) not be subject to Employer, Plan Administrator or Trustee discretion; (iii) be the same for all Participants; and (iv) preserve Protected Benefits as required.]

40. **BENEFICIARY DISTRIBUTION ELECTIONS (6.01(B)/6.02(B)/6.03).** Subject to the Participant's elections under Section 6.01(B)(1) as to the timing and method of distribution of the Participant's Account to the Participant's Beneficiary (which Participant elections must be consistent with the Plan and this Election 40), in the case of a Participant's death, the Beneficiary will receive distribution of the Participant's Account (or of the Beneficiary's share thereof) as follows (Complete (a), (b), and (c)):

[Note: For purposes of this Election 40, unless otherwise noted, a "Beneficiary" includes, but is not limited to a "Designated Beneficiary" under Section 6.02(E)(1).]

	(1) Spouse Beneficiary	(2) Other Beneficiary
(a) <b>Timing.</b> The Plan will distribute to the Beneficiary as soon as is practical at (or not later than) the following time or date (Choose one of (1) through (4). Choose (5) if applicable):		
(1) <input type="checkbox"/> <b>Immediate.</b> Immediately following the Participant's death.	[ ]	[ ]
(2) <input type="checkbox"/> <b>Next Calendar Year.</b> In the calendar year which next follows the calendar year of the Participant's death, but not later than December 31 of such following calendar year.	[ ]	[ ]
(3) <input type="checkbox"/> <b>As Beneficiary elects.</b> At such time as the Beneficiary may elect, provided that distribution pursuant to such election (or in the absence of any Beneficiary election) must commence no later than the Section 6.02 required date.	[ ]	[ ]
(4) <input type="checkbox"/> <b>Describe:</b> _____	[ ]	[ ]

[Note: The Employer under Election 40(a)(4) may describe an alternative distribution timing or afford the Beneficiary an election which is narrower than that permitted under election 40(a)(3). However, any election under Election 40(a)(4) must require distribution to commence no later than the Section 6.02 required date.]

(5) <input type="checkbox"/> <b>Death before DCD; spousal election to delay.</b> If the Participant dies before his/her Distribution Commencement Date and the Participant's sole Designated Beneficiary is his/her spouse, the spouse may elect to delay distribution until the end of the calendar year in which the Participant would have attained age 70 1/2, if that date is later than the date upon which distribution would be required to commence to a nonspouse Beneficiary.	[ ]	N/A
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(b) **Method.** The Plan will distribute to the Beneficiary under the following distribution method(s). If more than one method is elected, the Beneficiary may choose the method of distribution. (Choose one or more of (1) through (4) but do not elect (4) only):

(1)  **Lump Sum.** See Section 6.03(A)(3). [ ] [ ]

- (2)  **Installments sufficient to satisfy RMD.**    
 See Section 6.03(A)(4)(a). An Installment in each Distribution Calendar Year must at least equal the RMD amount.
- (3)  **Ad-Hoc sufficient to satisfy RMD.** See Section 6.03(A)(6).    
 The Beneficiary must elect an Ad-Hoc distribution for each Distribution Calendar Year at least equal to the RMD amount.

[Note: If an Employer elects to permit Ad-Hoc distributions: (i) the option must be available to all Beneficiaries; and (ii) the option is a Protected Benefit.]

- (4)  **QPSA.** See Section 6.04(B).  N/A

[Note: If the Employer elects 41(b), the Employer should elect 40(b)(4). If the Employer elects 41(a), the Employer should not elect 40(b)(4). A surviving spouse may elect to waive the QPSA in favor of another method.]

(c) **Death before the DCD.** If a Participant dies before the Distribution Commencement Date, the distribution to the Beneficiary will be made in accordance with the following rule(s) (Choose one of (1), (2) or (3)):

- (1)  **Beneficiary election.** See Section 6.02(B)(1)(e). This election    
 applies only if the Beneficiary is a Designated Beneficiary under Treas. Reg. §1.401(a)(9)-4. If not, the 5-year rule applies. In the absence of the Designated Beneficiary's election, the Life Expectancy rule applies. The Employer in Appendix B may elect to change the default (no Designated Beneficiary election) to the 5-year rule.
- (2)  **Life Expectancy rule.** See Section 6.02(B)(1)(d).    
 This election applies only if the Beneficiary is a Designated Beneficiary under Treas. Reg. §1.401(a)(9)-4. If not, the 5-year rule applies.
- (3)  **5-year rule.** See Section 6.02(B)(1)(c). This election applies    
 regardless of whether the Beneficiary is a Designated Beneficiary under Treas. Reg. §1.401(a)(9)-4.

41. **JOINT AND SURVIVOR ANNUITY REQUIREMENTS (6.04).** The joint and survivor annuity distribution requirements of Section 6.04 (Choose one of (a) or (b)):

- (a)  **Profit sharing exception.** Do not apply to an Exempt Participant, as described in Section 6.04(G)(1), but apply to any other Participants (or to a portion of their Account as described in Section 6.04(G)). (Complete (1)):
- (1) **One-year marriage rule.** Under Section 7.05(A)(3) relating to an Exempt Participant's Beneficiary designation under the profit sharing exception (Choose one of a. or b.):
- a.  **Applies.** The one-year marriage rule applies.
- b.  **Does not apply.** The one-year marriage rule does not apply.
- (b)  **Joint and survivor annuity applicable.** Section 6.04 applies to all Participants. (Complete (1)):
- (1) **One-year marriage rule.** Under Section 6.04(B) relating to the QPSA. (Choose one of a. or b.):
- a.  **Applies.** The one-year marriage rule applies.
- b.  **Does not apply.** The one-year marriage rule does not apply.

**ARTICLE VII  
 ADMINISTRATIVE PROVISIONS**

42. **ALLOCATION OF EARNINGS (7.04(B)).** For each Contribution Type provided under the Plan, the Plan allocates Earnings using the following method (Choose one or more of (a) through (f) as applicable):

[Note: Elections under Election 42 include Nonelective Contributions, Employee Contributions, Matching Contributions, Rollover Contributions, Transfers, DECS, and Designated IRA Contributions unless described otherwise in Election 42(f).]

- (a)  **Daily.** See Section 7.04(B)(4)(a).
- (b)  **Balance forward.** See Section 7.04(B)(4)(b).



- (c)  **Balance forward with adjustment.** See Section 7.04(B)(4)(c). Allocate pursuant to the balance forward method, except treat as part of the relevant Account at the beginning of the Valuation Period \_\_\_\_\_% of the contributions made during the following Valuation Period: \_\_\_\_\_.
- (d)  **Weighted average.** See Section 7.04(B)(4)(d). If not a monthly weighting period, the weighting period is: \_\_\_\_\_.
- (e)  **Participant-Directed Account.** See Section 7.04(B)(4)(e).
- (f)  **Describe Earnings allocation method:** \_\_\_\_\_

[Note: The Employer under Election 42(f) may describe Earnings allocation methods from the elections available under Election 42 and/or a combination thereof as to any: (i) Participant group (e.g., Daily applies to Division A Employees OR to Employees hired after "x" date. Balance forward applies to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., Daily applies as to Nonelective Contribution Accounts. Participant-Directed Account applies to Matching Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., Balance forward applies to investments placed with vendor A and Participant-Directed Account applies to investments placed with vendor B OR Daily applies to Participant-Directed Accounts and balance forward applies to pooled Accounts); and/or (iv) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be subject to Earnings allocation in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 42(f) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) be nondiscriminatory.]

**ARTICLE VIII  
TRUSTEE AND CUSTODIAN, POWERS AND DUTIES**

43. **VALUATION OF TRUST (8.02(C)(4)).** In addition to the last day of the Plan Year, the Trustee (or Named Fiduciary as applicable) must value the Trust Fund on the following Valuation Date(s) (Choose one of (a) through (d)):

[Note: Elections under Election 43 include Nonelective Contributions, Employee Contributions, Matching Contributions, Rollover Contributions, Transfers, DEC's, and Designated IRA Contributions unless described otherwise in Election 43(d).]

- (a)  **No additional Valuation Dates.**
- (b)  **Daily Valuation Dates.** Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Trustee is conducting business.
- (c)  **Last day of a specified period.** The last day of each \_\_\_\_\_ of the Plan Year.
- (d)  **Specified Valuation Dates:** \_\_\_\_\_

[Note: The Employer under Election 43(d) may describe Valuation Dates from the elections available under Election 43 and/or a combination thereof as to any: (i) Participant group (e.g., No additional Valuation Dates apply to Division A Employees OR to Employees hired after "x" date. Daily Valuation Dates apply to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., No additional Valuation Dates apply as to Nonelective Contribution Accounts. Daily Valuation Date applies to Matching Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., No additional Valuation Dates apply to investments placed with vendor A and Daily Valuation Dates apply to investments placed with vendor B OR Daily Valuation Dates apply to Participant-Directed Accounts and no additional Valuation Dates apply to pooled Accounts); and/or (iv) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be subject to Trust valuation in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 43(d) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) be nondiscriminatory.]

EXECUTION PAGE

The Employer, by executing this Adoption Agreement, hereby agrees to the provisions of this Plan and Trust.

Employer: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
[print name/title]

The Trustee (and Custodian, if applicable), by executing this Adoption Agreement, hereby accepts its position and agrees to all of the obligations, responsibilities and duties imposed upon the Trustee (or Custodian) under the Prototype Plan and Trust. If the Employer under Election 5(c) will use a separate Trust, the Trustee need not execute this Adoption Agreement.

Discretionary Trustee(s): \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_ [print name/title]

Nondiscretionary Trustee(s): \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_ [print name/title]

Custodian(s) (Optional): \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_ [print name/title]

**Use of Adoption Agreement.** Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the basic plan document referenced by its document number on Adoption Agreement page one.

**Execution for Page Substitution Amendment Only.** If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) \_\_\_\_\_ effective \_\_\_\_\_, by substitute Adoption Agreement page number(s) \_\_\_\_\_. The Employer should retain all Adoption Agreement Execution Pages and amended pages. [Note: The Effective Date may be retroactive or may be prospective as permitted under Applicable Law.]

**Prototype Plan Sponsor.** The Prototype Plan Sponsor identified on the first page of the basic plan document will notify all adopting Employers of any amendment to this Prototype Plan or of any abandonment or discontinuance by the Prototype Plan Sponsor of its maintenance of this Prototype Plan. For inquiries regarding the adoption of the Prototype Plan, the Prototype Plan Sponsor's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Prototype Plan Sponsor, please contact the Prototype Plan Sponsor at the following address and telephone number: \_\_\_\_\_.

**Reliance on Sponsor Opinion Letter.** The Prototype Plan Sponsor has obtained from the IRS an Opinion Letter specifying the form of this Adoption Agreement and the basic plan document satisfy, as of the date of the Opinion Letter, Code §401. An adopting Employer may rely on the Prototype Sponsor's IRS Opinion Letter *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 and in Rev. Proc. 2005-16, Sections 19.01 and 19.03. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

**APPENDIX A  
EGTRRA RESTATED PLANS - SPECIAL EFFECTIVE DATES**

*[Covering period from restated Effective Date in Election 4(b) until Employer executes EGTRRA restatement]*

44. **SPECIAL EFFECTIVE DATES (1.19).** The Employer elects or does not elect Appendix A special Effective Date(s) as follows. (Choose (a) or one or more of (b) through (o) as applicable):

[Note: If the Employer elects 44(a), do not complete the balance of this Election 44.]

(a)  **Not applicable.** The Employer does not elect any Appendix A special Effective Dates.

[Note: The Employer should use this Appendix A where it is restating its Plan for EGTRRA with a retroactive Effective Date, but where one or more Adoption Agreement elections under the restated Plan became effective after the Plan's general restatement Effective Date under Election 4(b). For periods prior to the below-specified special Effective Date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement control for purposes of the designated provisions. Any special Effective Date the Employer elects must comply with Applicable Law.]

(b)  **Contribution Types (1.12).** The Contribution Types under Election(s) 6 \_\_\_\_\_ are effective: \_\_\_\_\_.

(c)  **Excluded Employees. (1.21(D)).** The Excluded Employee provisions under Election(s) 8 \_\_\_\_\_ are effective: \_\_\_\_\_.

(d)  **Compensation (1.11).** The Compensation definition under Election(s) \_\_\_\_\_ (specify 9-11 as applicable) are effective: \_\_\_\_\_.

(e)  **Eligibility (2.01-2.03).** The eligibility provisions under Election(s) \_\_\_\_\_ (specify 14-19 as applicable) are effective: \_\_\_\_\_.

(f)  **Matching Contributions (3.03).** The Matching Contribution provisions under Election 26(b)(2) are effective: \_\_\_\_\_.

(g)  **Nonelective Contributions (3.04).** The Nonelective Contribution provisions under Election(s) \_\_\_\_\_ (specify 20-21 as applicable) are effective: \_\_\_\_\_.

(h)  **Allocation conditions (3.06).** The allocation conditions under Election(s) \_\_\_\_\_ (specify 22-23 as applicable) are effective: \_\_\_\_\_.

(i)  **Forfeitures (3.07).** The forfeiture allocation provisions under Election(s) \_\_\_\_\_ (specify 24-25 as applicable) are effective: \_\_\_\_\_.

(j)  **Employee Contributions (3.09).** The Employee Contribution provisions under Election(s) 26 \_\_\_\_\_ are effective: \_\_\_\_\_.

(k)  **Testing elections (4.06(B)).** The testing elections under Election(s) 28 \_\_\_\_\_ under the "Effective as of execution (and retroactively if restatement)" column are effective: \_\_\_\_\_.

(l)  **Vesting (5.03).** The vesting provisions under Election(s) \_\_\_\_\_ (specify 29-34 as applicable) are effective: \_\_\_\_\_.

(m)  **Distributions (6.01 and 6.03).** The distribution elections under Election(s) \_\_\_\_\_ (specify 35 - 41 as applicable) are effective: \_\_\_\_\_.

(n)  **Earnings/Trust valuation (7.04(B)/8.02(C)(4)).** The Earnings allocation and Trust valuation provisions under Election(s) \_\_\_\_\_ (specify 42-43 as applicable) are effective: \_\_\_\_\_.

(o)  **Special Effective Date(s) for other elections (specify elections and dates):** \_\_\_\_\_.

**APPENDIX B**  
**BASIC PLAN DOCUMENT OVERRIDE ELECTIONS**

45. **BASIC PLAN OVERRIDES.** The Employer elects or does not elect to override various basic plan provisions as follows (*Choose (a) or choose one or more of (b) through (i) as applicable*):

[*Note: If the Employer elects 45(a), do not complete the balance of this Election 45.*]

(a)  **Not applicable.** The Employer does not elect to override any basic plan provisions.

[*Note: The Employer at the time of restating its Plan with this Adoption Agreement may make an election on Appendix A (Election 44(o)) to specify a special Effective Date for any override provision the Employer elects in this Election 45. If the Employer, after it has executed this Adoption Agreement, later amends its Plan to change any election on this Appendix B, the Employer should document the Effective Date of the Appendix B amendment on the Execution Page or otherwise in the amendment.*]

(b)  **Definition (Article I) overrides.** (*Choose one or more of (1) through (6) as applicable*):

(1)  **W-2 Compensation exclusion of paid/reimbursed moving expenses (1.11(B)(1)).** W-2 Compensation excludes amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that, at the time of payment, it is reasonable to believe that the Employee may deduct these amounts under Code §217.

(2)  **Alternative (general) 415 Compensation (1.11(B)(4)).** The Employer elects to apply the alternative (general) 415 definition of Compensation in lieu of simplified 415 Compensation. As to amounts received from an unfunded nonqualified deferred compensation plan which is includible in gross income in the taxable year of receipt (*Choose one of a. or b.*):

a.  **Include.** Include the nonqualified deferred compensation.

b.  **Do not include.** Do not include the nonqualified deferred compensation.

(3)  **Inclusion of Deemed 125 Compensation (1.11(C)).** Compensation under Section 1.11 includes Deemed 125 Compensation.

(4)  **Inclusion of Post-Severance Compensation (1.11(I) and 4.05(C)(1)).** The Plan includes Post-Severance Compensation within the meaning of Prop. Treas. Reg. §1.415(c)-2(e) as described in Sections 1.11(I) and 4.05(C)(1) as follows (*Choose one or both of a. and b.*):

a.  **Include for 415 testing.** Include for 415 testing and for other testing which uses 415 Compensation. This provision applies effective as of \_\_\_\_\_ (*specify a date which is no earlier than January 1, 2005*).

b.  **Include for allocations.** Include for allocations as follows (*specify affected Contribution Type(s) and any adjustments to Post-Severance Compensation used for allocation*): \_\_\_\_\_  
This provision applies effective as of \_\_\_\_\_ (*specify a date which is no earlier than January 1, 2002*).

(5)  **Inclusion of Deemed Disability Compensation (1.11(K)).** Include Deemed Disability Compensation. (*Choose one of a. or b.*):

a.  **NHCEs only.** Apply only to disabled NHCEs.

b.  **All Participants.** Apply to all disabled Participants. The Employer will make Employer Contributions for such disabled Participants for: \_\_\_\_\_ (*specify a fixed or determinable period*).

(6)  **Early application of final 401(k) regulations (1.28).** The Employer (consistent with the Plan Administrator's operation of the Plan) elects to apply the final 401(k) regulations before the beginning of the 2006 Plan Year. The Employer elects to apply the regulations effective as of: \_\_\_\_\_ (*specify Plan Year ending after December 29, 2004, e.g., Plan Year ending December 31, 2004 OR Plan Year beginning January 1, 2005*).

(c)  **Rule of parity – participation (Article II) override (2.03(D)).** For purposes of Plan participation, the Plan applies the "rule of parity" under Code §410(a)(5)(D).

(d)  **Contribution/allocation (Article III) overrides.** (*Choose one or more of (1) through (3) as applicable*):

(1)  **Short Plan Year or allocation period. (3.06(B)(1)(c)).** The Plan Administrator (*Choose one of a. or b.*):

a.  **No pro-ration.** Will *not* pro-rate Hours of Service in any short allocation period.

b.  **Pro-ration based on months.** Will pro-rate any Hour of Service requirement based on the number of months in the short allocation period.

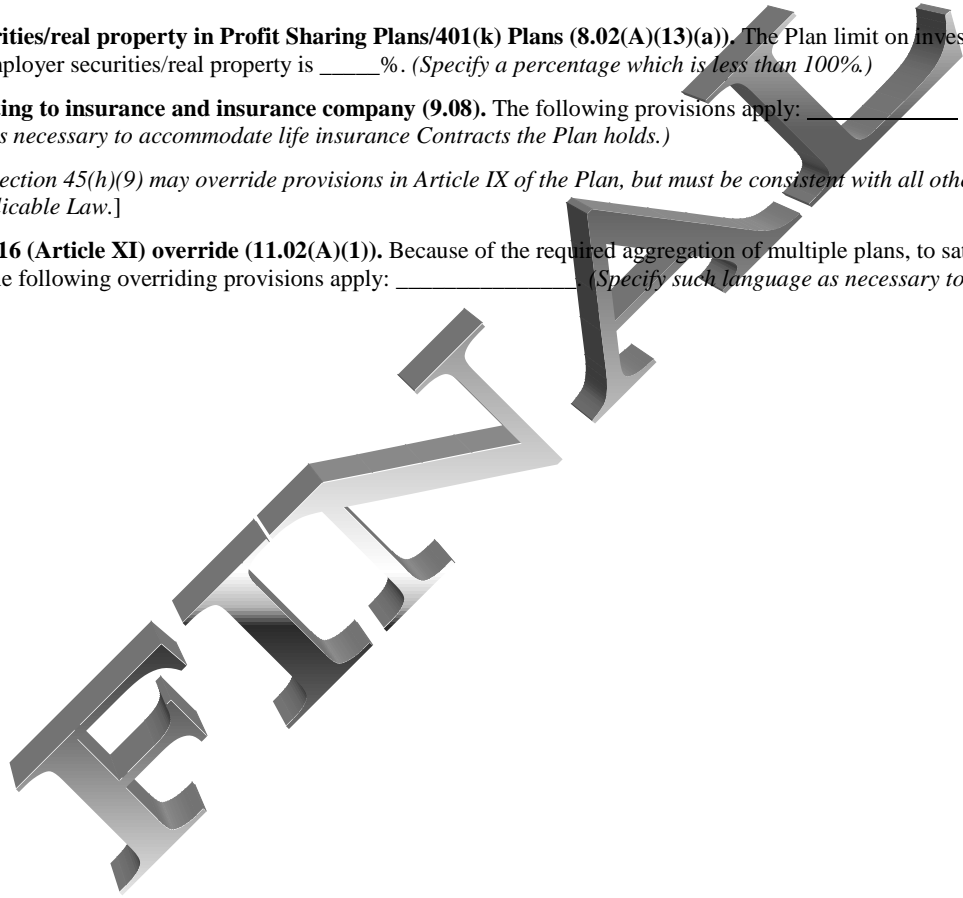
(2)  **Limited waiver of allocation conditions for re-hired Participants (3.06(G)).** The allocation conditions the Employer has elected in the Adoption Agreement do not apply to re-hired Participants in the Plan Year they resume participation, as described in Section 3.06(G).

- (3)  **Associated Match forfeiture timing (3.07(A)(1)(c)).** Forfeiture of associated matching contributions occurs in the Testing Year.
- (e)  **Testing/early application of Gap Period income to Excess Aggregates (Article IV) override (4.11(C)(2)).** The Plan Administrator will distribute Gap Period income allocated on Excess Aggregate Contributions occurring in the \_\_\_\_\_ Plan Year and in later Plan Years (*Specify a Plan Year before the Final 401(k) Regulations Effective Date*).
- (f)  **Vesting (Article V) overrides.** (*Choose one or more of (1) through (6) as applicable*):
- (1)  **Application of top-heavy vesting to Matching (5.03(A)(1)).** The Employer makes the following elections regarding the application of top-heavy vesting to its Matching Contributions (*Choose one or both of a. and b.*):
- a.  **Post-EGTRRA Matching only.** Apply top-heavy vesting only to such post-2001 Plan Year Matching Contributions.
- b.  **Waiver of Hour of Service requirement.** Apply top-heavy vesting as under the basic plan or as modified by Election 45(f)(1)a. to all Participants even if they did not have an Hour of Service in any post 2001 Plan Year.
- (2)  **Alternative "grossed-up" vesting formula (5.03(C)(2)).** The Employer elects the alternative vesting formula described in Section 5.03(C)(2).
- (3)  **Source of Cash-Out forfeiture restoration (5.04(B)(5)).** To restore a Participant's Account Balance as described in Section 5.04(B)(5), the Plan Administrator, to the extent necessary, will allocate from the following source(s) and in the following order (*Specify, in order, one or more of the following: Forfeitures, Earnings, and/or Employer Contribution*):  
\_\_\_\_\_
- (4)  **Deemed Cash-Out of 0% Vested Participant (5.04(C)).** The deemed cash-out rule of Section 5.04(C) does not apply to the Plan.
- (5)  **Accounting for Cash-Out repayment; Contribution Type (5.04(D)(2)).** In lieu of the accounting described in Section 5.04(D)(2), the Plan Administrator will account for a Participant's Account Balance attributable to a Cash-Out repayment: (*Choose one of a. or b.*):
- a.  **Nonelective rule.** Under the nonelective rule.
- b.  **Rollover rule.** Under the rollover rule.
- (6)  **One-year hold-out rule – vesting (5.06(D)).** The one-year hold-out Break in Service rule under Code §411(a)(6)(B) applies.
- (g)  **Distribution (Article VI) overrides.** (*Choose one or more of (1) through (6) as applicable*):
- (1)  **Election of 5-year rule (6.02(B)(1)(e)).** Under Section 6.02(B)(1)(e) relating to death before the RBD, if a Designated Beneficiary does not make a timely election, the 5-year rule applies in lieu of the Life Expectancy rule.
- (2)  **2002 only special Effective Date for Section 6.02 (6.02(D)(4)).** For the 2002 DCY only, the Plan Administrator will apply the RMD rules in effect under (*Choose one of a. or b.*):
- a.  **1987 proposed regulations.** The 1987 proposed Treasury regulations under Code §401(a)(9).
- b.  **2001 proposed regulations.** The 2001 proposed Treasury regulations under Code §401(a)(9).
- (3)  **RBD definition (6.02(E)(7)(c)).** In lieu of the RBD definition in Section 6.02(E)(7)(a) and (b), the Plan Administrator (*Choose one of a. or b.*):
- a.  **SBJPA definition indefinitely.** Indefinitely will apply the pre-SBJPA RBD definition.
- b.  **SBJPA definition to specified date.** Will apply the pre-SBJPA definition until \_\_\_\_\_ (*the stated date may not be earlier than January 1, 1997*), and thereafter will apply the RBD definition in Section 6.02(E)(7)(a) and (b).
- (4)  **Modification of QJSA (6.04(A)(3)).** The Survivor Annuity percentage will be \_\_\_\_%. (*Specify a percentage between 50% and 100%.*)
- (5)  **Modification of QPSA (6.04(B)(2)).** The QPSA percentage will be \_\_\_\_%. (*Specify a percentage between 50% and 100%.*)
- (6)  **Replacement of \$5,000 amount (6.09).** All Plan references (except in Sections 3.02(D), 3.10 and 3.12(C)(2)) to "\$5,000" will be \$\_\_\_\_\_. (*Specify an amount less than \$5,000.*)
- (h)  **Administrative, Trust and insurance overrides (Articles VII, VIII and IX).** (*Choose one or more of (1) through (9) as applicable*):
- (1)  **Contributions prior to accrual or precise determination (7.04(B)(5)(b)).** The Plan Administrator will allocate Earnings described in Section 7.04(B)(5)(b) as follows (*Choose one of a., b., or c.*):
- a.  **Treat as contribution.** Treat the Earnings as an Employer Matching or Nonelective Contribution and allocate accordingly.

- b.  **Balance forward.** Allocate the Earnings using the balance forward method described in Section 7.04(B)(4)(b).
- c.  **Weighted average.** Allocate the Earnings on Matching Contributions using the weighted average method in a manner similar to the method described in Section 7.04(B)(4)(d).
- (2)  **Automatic revocation of spousal designation (7.05(A)(1)).** The automatic revocation of a spousal Beneficiary designation in the case of divorce or legal separation does not apply.
- (3)  **Limitation on frequency of Beneficiary designation changes (7.05(A)(4)).** Except in the case of a Participant incurring a major life event, a period of at least \_\_\_\_\_ must elapse between Beneficiary designation changes. *(Specify a period of time, e.g., 90 days OR 12 months.)*
- (4)  **Definition of "spouse" (7.05(A)(5)).** The following definition of "spouse" applies: \_\_\_\_\_. *(Specify a definition consistent with Applicable Law.)*
- (5)  **Administration of default provision; default Beneficiaries (7.05(C)).** The following list of default Beneficiaries will apply: \_\_\_\_\_. *(Specify, in order, one or more Beneficiaries who will receive the interest of a deceased Participant.)*
- (6)  **Subsequent restoration of forfeiture-sources and ordering (7.07(A)(3)).** Restoration of forfeitures will come from the following sources, in the following order \_\_\_\_\_. *(Specify, in order, one or more of the following: Forfeitures, Employer Contribution, Trust Fund Earnings.)*
- (7)  **State law (7.10(H)).** The law of the following state will apply: \_\_\_\_\_. *(Specify one of the 50 states or the District of Columbia, or other appropriate legal jurisdiction, such as a territory of the United States or an Indian tribal government.)*
- (8)  **Employer securities/real property in Profit Sharing Plans/401(k) Plans (8.02(A)(13)(a)).** The Plan limit on investment in qualifying Employer securities/real property is \_\_\_\_%. *(Specify a percentage which is less than 100%.)*
- (9)  **Provisions relating to insurance and insurance company (9.08).** The following provisions apply: \_\_\_\_\_. *(Specify such language as necessary to accommodate life insurance Contracts the Plan holds.)*

[Note: The provisions in this Election 45(h)(9) may override provisions in Article IX of the Plan, but must be consistent with all other provisions of the Plan and Applicable Law.]

- (i)  **Code Sections 415/416 (Article XI) override (11.02(A)(1)).** Because of the required aggregation of multiple plans, to satisfy Code §§415 and/or 416, the following overriding provisions apply: \_\_\_\_\_. *(Specify such language as necessary to satisfy §§415 and 416.)*



**APPENDIX C**  
**LIST OF GROUP TRUST FUNDS/PERMISSIBLE TRUST AMENDMENTS**

[Note: An Employer maintaining its Plan under a Standardized Adoption Agreement only may amend its Adoption Agreement (as it relates to the Trust) to specify: (i) the names of the Plan, the Employer, the Trustee, the Custodian or other Plan fiduciaries; (ii) the Trust (Plan) Year; or the names of any pooled trust in which the Plan's Trust will participate. Do not use election 46 to substitute another pre-approved trust for the Trust. See Election 5(c) as to a substitute trust.]

46. [  ] **INVESTMENT IN GROUP TRUST FUND (8.09)**. The nondiscretionary Trustee, as directed or the discretionary Trustee acting without direction (and in addition to the discretionary Trustee's authority to invest in its own funds under Section 8.02(A)(3)), may invest in any of the following group trust funds: \_\_\_\_\_ . (Specify the names of one or more group trust funds in which the Plan can invest).

[Note: A discretionary or nondiscretionary Trustee also may invest in any group trust fund authorized by an independent Named Fiduciary.]

**RENEWAL**

**PARTICIPATION AGREEMENT (1.23(D))**  
**[Standardized Adoption Agreement]**

[Note: See Section 1.23(D)(1) as to participation by the Employees of Related Employers even where such Employers do not become Participating Employers. However, a Related Employer should execute a Participation Agreement to make clear that its Employees are Eligible Employees and to insure deductibility of its Employer Contributions.]

**Agreement as to Signatory Employer control.** The undersigned Related Employer, by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory Employer. *The Participating Employer also hereby consents to the Signatory Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Section 1.23(A).*

**Effective Date(s).** (Choose one):

- New Plan.** The Participating Employer's adoption of this Plan is as a new Plan, effective on: \_\_\_\_\_.
- Restated Plan.** The Participating Employer's adoption of this Plan is as a restated Plan. The restated Effective Date as to the Participating Employer is: \_\_\_\_\_. The Plan as to the Participating Employer was originally effective on: \_\_\_\_\_.

[Note: If the Participating Employer is adopting this Plan as an EGTRRA restated Plan, the restated Effective Date should be the beginning of the 2002 Plan Year or the Participating Employer's original Effective Date, whichever is later. Where the Participating Employer is restating its Plan, the Participating Employer should execute this Participation Agreement even if the prior version of the Plan accorded to the Signatory Employer the authority to make Plan amendments on behalf of Participating Employers without Participating Employer signature or approval.]

Participating Employer: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Signed: \_\_\_\_\_  
 \_\_\_\_\_  
 [print name/title]  
 Participating Employer's EIN: \_\_\_\_\_

**Acceptance by Signatory Employer and Trustee/Custodian.**

Signatory Employer: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Signed: \_\_\_\_\_  
 \_\_\_\_\_  
 [print name/title]  
 Trustee(s)/Custodian(s): \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Signed: \_\_\_\_\_  
 \_\_\_\_\_  
 [print name/title]