
**DATAIR MASS SUBMITTER DEFINED BENEFIT PLAN
PROTOTYPE ADOPTION AGREEMENT
PLAN #04-003**

SAMPLE

ADOPTION AGREEMENT FOR THE DATAIR MASS-SUBMITTER PROTOTYPE NON-INTEGRATED STANDARDIZED DEFINED BENEFIT PENSION PLAN

The DATAIR Mass-Submitter Prototype Standardized Non-Integrated Defined Benefit Pension Plan ("the Plan") is hereby adopted by:

(the "Employer").

The Plan as applicable to the Employer shall be known as:

This Plan shall be funded solely by Insurance Contracts. (See Insurance Addendum.)

The Plan Effective Date of the Plan and Trust is: ___/___/___.

(May not be earlier than the first day of the Plan Year in which it is adopted, or for restatement of an existing plan, the first day of the current Plan Year, or the first day of the remedial amendment cycle, January 1, 2008.)

- a. The Plan is an amendment of a preexisting Plan which was originally effective: ___/___/___.
- b. The Plan is an amendment and restatement of a preexisting Plan which was originally effective: ___/___/___.
- c. Frozen Plan:

All benefit accruals under this Plan were frozen:

- c.1. Effective: ___/___/___.
- c.2. For the Plan Year commencing: ___/___/___.

Employees were no longer permitted to enter this Plan:

- c.3. Effective: ___/___/___.
- c.4. For the Plan Year commencing: ___/___/___.

No increased benefits on account of changes in Compensation:

- c.5. Effective: ___/___/___.
- c.6. For the Plan Year commencing: ___/___/___.

Years of Credited Service excluded after:

- c.7. Effective: ___/___/___.
- c.8. For the Plan Year commencing: ___/___/___.

d. This Plan and the Trust are intended to meet the requirements as a Fully Insured ("Code section 412(e)") Plan, including the requirements for the safe harbor for insurance contract plans in Treasury Regulations section 1.401(a)(4)-3(b)(5). (See Article 2.7 of Base Plan Document for additional requirements and guidance.)

*** CAUTION ***

FAILURE TO FILL OUT THE ADOPTION AGREEMENT PROPERLY MAY
RESULT IN DISQUALIFICATION OF THE PLAN

PART I. The following identifying information pertains to the Employer and the Plan and Trust:

1. **Employer Address** _____

_____, _____
2. **Employer Telephone** _____
3. **Employer Tax ID** _____
4. **Employer Fiscal Year** ___/___ to ___/___
5. **Three Digit Plan Number** _____
6. **Plan Year** ___/___ to ___/___
(must be 12 consecutive months)
7. **Short Plan Year** ___/___/___ to ___/___/___
8. **Plan Agent** _____

_____, _____

9. **Plan Administrator** _____

_____, _____

10. **Plan Administrator ID Number** _____
11. **IRS Determination Letter Date:** ___/___/___
(leave blank for a new plan).
12. **IRS File Folder Number:** _____
(leave blank for a new plan).

13. Legal Organization of Employer:

- a. Sole Proprietorship
- b. Partnership
- c. C Corporation
- d. S Corporation
- e. Limited Liability Company (LLC)
- f. Limited Liability Partnership (LLP)
- g. Not for Profit Corporation
- h. Professional Service Corporation
- i. Other: _____
(must be a legal entity recognized under federal income tax law)

14. Business Code _____
(Form 5500; 6 digit NAICS)

15. State of Legal Construction _____

16. Date Business Commenced ____/____/____

17. Other members of a Controlled Group or Affiliated Service Group:

(All members must sign the Adoption Agreement. May check both controlled group and affiliated service group.)

Controlled Group: (List participating members.) _____

Affiliated Service Group: (List participating members.) _____

18. Trust Information:

Note: An executed copy of the Trust Agreement must be attached to this Plan. The Plan and Trust Agreement must be read and construed together. The powers, rights, and responsibilities of the Trustee shall be those specified in the Trust Agreement.

a. Plan Trustees:

b. Trust ID Number: _____

c. The Trust shall be known as: _____

d. Trust Document

d.1. The Plan will use the **DATAIR** trust approved by the IRS for use with this Plan.

d.2. The Plan will use the _____ trust.

Note: if this trust has not been submitted for IRS approval for use with this document, the use of this trust is a modification to the pre-approved plan, causing loss of reliance on the approval letter.

d.3. The Plan will use a separate trust provided by the Trustee.

Note: if this trust has not been submitted for IRS approval for use with this document, the use of this trust is a modification to the pre-approved plan, causing loss of reliance on the approval letter.

e. Trustees as signatories to the Adoption Agreement, discretionary amendments, and Interim Amendments.

e.1. Trustee must sign the Adoption Agreement, discretionary amendments, and Interim Amendments.

e.2. Trustee does not sign the Adoption Agreement, discretionary amendments, and Interim Amendments.

PART II. The Plan contains certain design features intended to provide the statutory requirement or most commonly adopted feature but permits the selection of alternative features. **Unless specifically provided to the contrary, only one selection may be made for each design category.** Section references are to the Plan or the Trust. All capitalized terms are defined in the Plan or Trust.

A. Eligibility and Service Provisions

A1. Eligible Employees - All Employees, including Employees of certain related businesses and Leased Employees are eligible except for certain members of a collective bargaining unit and non-resident aliens with no U.S. source income, **unless otherwise specified below.** A Standardized Plan must cover all Employees of a controlled group or affiliated service group. **(Select a. or all applicable among b. through d.)**

- a. All Employees are eligible except members of a collective bargaining unit and non-resident aliens with no U.S. source income (Plan provision).
- b. Include members of collective bargaining unit.
- c. Include non-resident aliens with no U.S. source income.
- d. Exclude Employees acquired in a Code section 410(b)(6)(C) transaction.

A2. Highly Compensated Employee Determination - Highly Compensated Employee means any Employee who: (1) was a 5-Percent Owner at any time during the year or the preceding year, or (2) for the preceding year had compensation from the Employer in excess of \$80,000 (as adjusted by the Secretary pursuant to Code section 415(d)), and, if the Employer so elects, was in the top-paid group for the preceding year. The top-paid group election and the calendar year data election must apply consistently to the determination years of all plans of the Employer. (May not select a. with any other options otherwise select all applicable.)

- a. Plan provision.
- b. Top-paid group election - Highly Compensated Employee determination limited to top twenty percent (20%) of Employees by pay.
- c. Calendar year data election - Method for determining greater than \$80,000 in compensation (as adjusted by the Secretary pursuant to Code section 415(d)), uses compensation paid during the calendar year beginning with or within the Look-Back Year (not available for calendar year plans).
- d. The employee census for all plans will be based on:
 - d.1. The preceding Plan Year.
 - d.2. The calendar year beginning within the preceding Plan Year.
 - d.3. The twelve (12) month period ending ___/___. (Select this option when using the Plan Year of another plan of the Employer.)

A3. Computation Periods for Years of Service

Eligibility Computation Period - The initial Eligibility Computation Period begins on the Employment Commencement Date and ends on the anniversary thereof. The Eligibility Computation Periods subsequent to the initial Eligibility Computation Period:

- a. Continue to be based on the Employment Commencement Date.
- b. Are the Plan Years beginning with the first Plan Year commencing prior to the first anniversary of the Employment Commencement Date.

Computation Periods for Vesting Service and Credited Service - The computation period for a Year of Service shall be the 12-consecutive month period selected below:

- | | | |
|--------------------------|--------------------------|--|
| Vesting Service | Credited Service | |
| <input type="checkbox"/> | <input type="checkbox"/> | c. The Plan Year. |
| <input type="checkbox"/> | <input type="checkbox"/> | d. The Employee's Eligibility Computation Period. |
| <input type="checkbox"/> | <input type="checkbox"/> | e. The twelve (12) month period ending on the employment anniversary date. |
| <input type="checkbox"/> | <input type="checkbox"/> | f. The calendar year ending with or within the Plan Year. |

A4. Hour of Service - Service is credited on the basis of actual hours for which the Employee is paid or entitled to payment. The Employer may elect to use the Elapsed Time Method to determine years of service. (Complete a. or b. for each purpose.)

| Service for Eligibility Purposes | Vesting Service | Credited Service | |
|---|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | a. Service is based on actual hours and following equivalency will be used when records of hours are not maintained: (Also select one of a.1. through a.4.) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | a.1. Days Worked - An Employee will be credited with ten (10) Hours of Service if he is credited with at least one (1) Hour of Service during the day. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | a.2. Weeks Worked - An Employee will be credited with forty-five (45) Hours of Service if he is credited with at least one (1) Hour of Service during the week. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | a.3. Semi-monthly or Two-week (bi-weekly) Payroll Period - An Employee will be credited with ninety-five (95) Hours of Service if he is credited with at least one (1) Hour of Service during the payroll period. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | a.4. Months Worked - An Employee will be credited with one hundred ninety (190) Hours of Service if he is credited with at least one (1) Hour of Service during the month. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | b. Service is determined under the Elapsed Time Method, and fractional years are measured using: (Also select one of b.1. through b.5. and one of b.6. though b.9.) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | b.1. Exact dates in years. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | b.2. Exact dates in months. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | b.3. Calendar month granted if Employee credited with an Hour of Service. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | b.4. Nearest calendar months. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | b.5. Completed calendar months. and rounded to the nearest: |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | b.6. One-twelfth (1/12) of a year. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | b.7. One-tenth (1/10) (.1) of a year. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | b.8. One-hundredth (1/100) (.01) of a year. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | b.9. One-thousandth (1/1000) (.001) of a year. |

A5. Years of Service

Note: For Eligibility and Vesting purposes, no more than one thousand (1000) hours may be required, though a lesser number may be specified. For Credited Service, no more than two thousand (2000) hours may be required for a Year of Credited Service, with proration required for five hundred (500) hours or more.

Years of Eligibility Service - If service for eligibility purposes is based on Hours of Service, a Year of Eligibility Service is granted for each computation period during which at least one thousand (1000) hours are credited, unless otherwise specified below. (Skip to Years of Vesting Service if Elapsed Time Method is selected for eligibility purposes. See Definition "Elapsed Time Method.")

- a. At least one thousand (1000) hours credited during an Eligibility Computation Period (Plan provision).
- b. ____ Hours of Service (not to exceed one thousand (1000)) credited during an Eligibility Computation Period.

Years of Vesting Service (Select one of c. through e., or f.)

Determined based on Hours of Service method using one of the following:

- c. At least one thousand (1000) hours credited during a computation period for Vesting Service (Plan provision).
- d. ____ Hours of Service (not to exceed one thousand (1000)) credited during a computation period for Vesting Service.
- e. ____ Hours of Service (not to exceed one thousand (1000)), pro-rata year given if less than specified hours.
- f. Determined under the Elapsed Time Method using the following measure:
 - f.1. ____ months of service (not to exceed twelve (12) months).
 - f.2. ____ days of service (not to exceed three hundred sixty-five (365) days).

All Years of Vesting Service are taken into account UNLESS you exclude certain years. (Select either g. or any combination of h. through k.)

- g. Include all Years of Vesting Service.
- h. Exclude Years of Vesting Service prior to age eighteen (18).
- i. Exclude Years of Vesting Service prior to the original Effective Date of this Plan.
- j. Exclude Years of Vesting Service prior to the original Effective Date of predecessor plan. Original Effective Date of predecessor plan: ____/____/____. (Can only be used if Predecessor plan excluded Years of Vesting Service prior to original effective date.)
- k. Exclude Years of Vesting Service for which Mandatory Employee Contributions were not made.

Years of Credited Service - A Year of Credited Service is granted for each period selected in A3. above, in which the Participant is employed on the last day or satisfies the hours requirement indicated below.

(Complete if Credited Service is based on Hours of Service. If Credited Service is based on the Elapsed Time Method, leave blank and refer to the Definition "Elapsed Time Method.")

- l. ____ Hours of Service (not to exceed five hundred (500)).
- m. ____ Hours of Service, pro-rata year given if less than specified hours (not to exceed two thousand (2000)).
- n. ____ Hours of Service, pro-rata year given if less than specified hours provided at least ____ hours are earned (first blank not to exceed two thousand (2000), second blank not to exceed five hundred (500)).

Note: See D6. for limits on Credited Service when calculating benefits.

A6. Service with Predecessor Employers - Service with Predecessor Employers is treated as service for the Employer, if the Employer maintains the plan of the Predecessor Employer. In all other cases, predecessor service is granted as specified below. Where applicable, identify the Predecessor Employer(s) and any document(s) that provide(s) for the crediting of service with such predecessor(s).

- a. No predecessor service is being granted.
- b. The Plan credits predecessor service as specified in this option b.
Service with the following entities shall be credited as service under this Plan:

Service with the above entities has been determined under the terms of the following documents, if any:

The granting of predecessor service is due to:

- b.1. Adoption of predecessor's plan.
- b.2. Merger of predecessor's plan and this Plan.
- b.3. Spin-off of portion of predecessor's plan to form this Plan.
- b.4. Termination of predecessor's plan.
 - b.4.A. Assets and liabilities transferred to this Plan.
 - b.4.B. Assets of prior plan distributed. Service granted for those employed as of ____/____/____.

Such service credit will be counted for: (Select all applicable.)

- b.5. Eligibility.
- b.6. Vesting.
- b.7. Benefits computations.
- b.8. Attainment of Early or Normal Retirement Age.

Note: Service with the Predecessor Employer (other than where the Employer is continuing to maintain the defined benefit plan of a Predecessor Employer) or Prior Employer credited for all purposes is limited to 5 years.

A7. Eligibility Requirements (Section 2.1.1) - An Employee is eligible to participate in the Plan if he satisfies the following requirements during the Eligibility Computation Period. (Select all applicable. Selecting more than one option means that an Employee must meet all indicated requirements for eligibility, except for option e. "Employed on". Option e. overrides any other requirement.)

- a. No age or service required.
- b. Minimum age of ____ years. (Not to exceed twenty-one (21). Partial years may be used.)
- c. Service requirement. (If a service requirement applies, select one of c.1. through c.3.)
 - c.1. Minimum of ____ Year(s) of Eligibility Service, where a Year of Eligibility Service is selected under A5. (Not to exceed two (2) years. If two (2) years is selected, must select full and immediate vesting.)
 - c.2. Minimum of ____ months of service - use Elapsed Time Method. (Not to exceed twenty-four (24) months. If more than twelve (12) months is selected, must select full and immediate vesting. An Employee cannot be required to complete any specified number of Hours of Service.)
 - c.3. Minimum of ____ months (not to exceed twelve (12)) of service in which the Employee is credited with ____ Hours of Eligibility Service in each month, but in no event will the Employee be required to complete more than one (1) Year of Eligibility Service as defined in Part 1, Article 2 of the Plan.
 - c.3.A. Months must be consecutive, but in no event will the Employee be required to complete more than one (1) Year of Eligibility Service as defined in Part 1, Article 2.
- d. In determining the applicable Entry Date, the service requirement described above is satisfied as soon as the hours or months requirements are met, not at the end of the Eligibility Computation Period.

Note: Elections in e. below require testing under 1.401(a)(4)-4 Benefits, Rights, and Features.

- e. Eligible Employees employed on ___/___/___ are eligible as indicated below.
Select either or both of the following if Employees must also meet the eligibility requirements selected above:
 - e.1. Age requirement.
 - e.2. Service requirement. (If not selected, Employees that would otherwise never work one thousand (1000) hours per year will enter the Plan.)

Employees who meet these requirements shall enter the Plan as of:

- e.3. ___/___/____. (prior to next Plan Entry Date.)
- e.4. The Effective Date of this document.
- e.5. The next Plan Entry Date.

A8. Break in Service - A Break in Service occurs if an Employee fails to complete more than five hundred (500) Hours of Service during the applicable computation period unless a lesser number is specified.

Note: A Year of Eligibility Service and a Break in Service must be measured on the same computation period. A Break in Service for vesting purposes must use the same computation period used to determine a Year of Vesting Service.

| Eligibility | Vesting | Credited Service | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | a. Plan provision. A Break in Service will occur if the Employee fails to complete more than five hundred (500) Hours of Service. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | b. A Break in Service will occur if the Employee fails to complete more than ____ (not to exceed five hundred (500)) Hours of Service. |
| — | — | — | Specify hours, not to exceed five hundred (500). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | c. A Break in Service will occur after a one (1) year period of severance under the Elapsed Time Method, substituting one of the following in lieu of an Hours of Service requirement: |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | c.1. Consecutive calendar days (not to exceed ninety-one (91)). |
| — | — | — | Specify days, not to exceed ninety-one (91). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | c.2. Consecutive calendar months (not to exceed three (3)). |
| — | — | — | Specify months, not to exceed three (3). |

A9. Entry Date (Section 2.1.2) - An Employee who satisfies the eligibility requirements enters the Plan on the Entry Date. The Entry Date is:

- a. Semiannual - First Entry Date: ___/___ or the date six (6) months later, coincident with or next following satisfaction of the eligibility requirements.
- b. Quarterly - First Entry Date: ___/___ and the same day of the month occurring in each successive three (3) month period, coincident with or next following satisfaction of the eligibility requirements.
- c. Monthly - The _____ day of each calendar month of the Plan Year, coincident with or next following satisfaction of the eligibility requirements.
- d. First day of next Plan Year coincident with or next following satisfaction of the eligibility requirements, but in no event later than ___ months (not to exceed six (6)) after satisfaction of the requirements.
- e. First day of the next Plan Year after satisfaction of the eligibility requirements, but in no event later than ___ months (not to exceed six (6)) after satisfaction of the requirements.
- f. First day of the _____ month (not to exceed six (6)) after satisfaction of the eligibility requirements, but in no event later than the first day of the next Plan Year.
- g. The _____ day of the Plan Year in which the eligibility requirements are satisfied. (If "last" is used, eligibility requirements, A7. above, cannot exceed six (6)) months of service and age twenty and one-half (20-1/2) or eighteen (18) months of service and age twenty and one-half (20-1/2) with immediate one hundred percent (100%) vesting.)
- h. First day of the Plan Year nearest to the date the eligibility requirements are satisfied.
- i. First day of the Plan Year coincident with or next following the date the eligibility requirements are satisfied, but in no event later than six (6) months after satisfying the eligibility requirements.
- j. First day of the Plan Year coincident with or next following the satisfaction of the eligibility requirements. (Eligibility requirements, A7. above, cannot exceed six (6)) months of service and age twenty and one-half (20-1/2) or eighteen (18) months of service and age twenty and one-half (20-1/2) with immediate one hundred percent (100%) vesting.)
- k. Anniversary Date coincident with or next following the satisfaction of the eligibility requirements but in no event later than the first day of the next Plan Year or six (6) months after satisfying the eligibility requirements.
- l. Anniversary Date of the Plan Year in which the eligibility requirements are satisfied, but in no event later than six (6) months after satisfying the eligibility requirements.
- m. Date of satisfaction of the eligibility requirements.

B. Date Provisions

B1. Anniversary Date - Part 1, Article 2 of the Plan provides that the Anniversary Date is the last day of the Plan Year unless another date is specified.

- a. Plan provision - Last day of the Plan Year.
- b. The first day of the Plan Year.
- c. ___/___ (month and day) of each Plan Year.
- d. Other - Specify: _____ (Enter date such as "The last Saturday in December." Must be at least annually.)

B2. Normal Retirement Age - For each Participant, the Normal Retirement Age is: (Select one of a., b., or c. You may also select one or more of d. through l. If more than one option is selected, Normal Retirement Age is attained on the first date the requirements of any option are met. Also, complete m. if the definition of Normal Retirement Age changed on or after May 22, 2007.)

- a. Statutory: The later of age sixty-five (65) or the fifth (5th) anniversary of participation in the Plan. For this purpose only, participation is assumed to commence as of the first day of the first Plan Year in which the Employee became a Participant.

Note: For options b. through l.: The Normal Retirement Age selected cannot be later than age sixty-five (65). Nor can the Normal Retirement Age be earlier than the earliest retirement age that is reasonably representative of the typical retirement age for the industry in which the Plan Participants work. Age sixty-two (62) or older automatically meets this requirement. In no event may the Normal Retirement Age be earlier than fifty-five (55). Regardless of the age and service / participation requirements specified below, in no event shall Normal Retirement Age be later than the age at the later of age sixty-five (65) or the fifth (5th) anniversary of participation.

- b. Age ____ (not to exceed sixty-five (65) and cannot be less than fifty-five (55)).
- c. Age ____ and the ____ anniversary of the participation commencement date. For this purpose only, participation is assumed to commence as of the first day of the first Plan Year in which the Employee became a Participant.
- d. Age ____ and ____ Years of Eligibility Service.
- e. Age ____ and ____ Years of Participation.
- f. Sum of age and Years of Eligibility Service equals ____.
- g. Sum of age and Years of Participation equals ____.
- h. Age ____ and the sum of the age and Years of Eligibility Service equals ____.
- i. Age ____ and the sum of age and Years of Participation equals ____.
- j. Age ____ and the ____ anniversary of employment.
- k. Age ____ and the ____ anniversary of actual participation in the Plan.
- l. Other - Specify: _____, but in no event later than the later of age sixty-five (65) or the fifth (5th) anniversary of participation. (Cannot discriminate in favor of Highly Compensated Employees.)
- m. Normal Retirement Age was changed effective ___/___/___ (May 22, 2007 or later). Prior to this change, Normal Retirement Age was:
- m.1. Age ____.
- m.2. The later of age ____ or the ____ anniversary of actual participation.
- m.3. Other - Specify: _____.

B3. Normal Retirement Date - The Normal Retirement Date is:

- a. The actual date Normal Retirement Age is attained.
- b. The first day of the month in which Normal Retirement Age is attained.
- c. The first day of the month nearest the date Normal Retirement Age is attained.
- d. The first day of the month coincident with or next following the date Normal Retirement Age is attained.
- e. Anniversary Date of the Plan Year in which Normal Retirement Age is attained, but in no event later than six (6) months following attainment of Normal Retirement Age.

- f. Anniversary Date nearest the date Normal Retirement Age is attained.
- g. Anniversary Date coincident with or next following the date Normal Retirement Age is attained, but in no event later than six (6) months following attainment of Normal Retirement Age.
- h. Anniversary Date coincident with or next preceding the date Normal Retirement Age is attained.
- i. The last day of the month in which Normal Retirement Age is attained.
- j. The last day of the month nearest the date Normal Retirement Age is attained.
- k. The last day of the month coincident with or next following the date Normal Retirement Age is attained.

B4. Early Retirement Age - For each Participant, the Early Retirement Age is: (Select all applicable. If more than one option is selected, Early Retirement Age is attained on the first date the requirements of any option are met.) (Must be less than Normal Retirement Age.)

- a. The Plan does not provide an Early Retirement Age. (Skip Question B5.)
- b. Age ____ (not to exceed sixty-five (65)).
- c. Age ____ and ____ Years of Eligibility Service.
- d. Age ____ and ____ Years of Participation.
- e. ____ years prior to the Normal Retirement Age.
- f. Sum of age and Years of Eligibility Service equals ____.
- g. Sum of age and Years of Participation equals ____.
- h. Age ____ and the sum of the age and Years of Eligibility Service equals ____.
- i. Age ____ and the sum of age and Years of Participation equals ____.
- j. ____ Years of Eligibility Service.
- k. ____ Years of Participation.
- l. Age ____ and the ____ anniversary of employment.
- m. Age ____ and the ____ anniversary of actual participation in the Plan.

B5. Early Retirement Date - The Early Retirement Date is:

- a. The actual date Early Retirement Age is attained.
- b. The first day of the month in which the Early Retirement Age is attained.
- c. The first day of the month nearest the date Early Retirement Age is attained.
- d. The first day of the month coincident with or next following the date Early Retirement Age is attained.
- e. Anniversary Date of the Plan Year in which the Early Retirement Age is attained.
- f. Anniversary Date nearest the date Early Retirement Age is attained.
- g. Anniversary Date coincident with or next following the date Early Retirement Age is attained.
- h. Anniversary Date coincident with or next preceding the date Early Retirement Age is attained.
- i. The last day of the month in which the Early Retirement Age is attained.
- j. The last day of the month nearest the date Early Retirement Age is attained.
- k. The last day of the month coincident with or next following the date Early Retirement Age is attained.

B6. Disability Retirement Date - The date the Participant shall begin to receive Disability Benefits under the Plan:

- a. The Plan does not provide Disability Benefits.
- b. The Participant's actual date of disability, as determined by the Plan Administrator, in a uniform and nondiscriminatory manner.
- c. ____ months (not to exceed twelve (12)) after the Participant's actual date of disability, as determined by the Plan Administrator, in a uniform and nondiscriminatory manner.
- d. The date the Participant begins receipt of payments:
 - d.1. Under the Long Term Disability (LTD) Program maintained by the Employer.
 - d.2. Of Social Security disability benefits.
- e. The date the Participant ceases receipt of Long Term Disability (LTD) payments; provided, he is not actively employed by the Employer.
- f. The date the Participant is determined to be disabled by the:
 - f.1. Plan Administrator.
 - f.2. Social Security Administration.

- g. The later of the date the Participant is determined by the Social Security Administration to be disabled and _____ months (not to exceed twelve (12)) after the Participant's actual date of disability, as determined by the Plan Administrator, in a uniform and nondiscriminatory manner.
- h. The earlier of the date the Participant is determined by the Social Security Administration to be disabled and _____ months (not to exceed twelve (12)) after the Participant's actual date of disability, as determined by the Plan Administrator, in a uniform and nondiscriminatory manner.
- i. The Participant's Normal Retirement Date.
- j. The Participant's Early Retirement Date.

B7. Limitation Year - The Limitation Year for purposes of the limitation imposed by Code section 415 is the Plan Year unless another period is specified below:

- a. Plan provision - Plan Year.
- b. Calendar year coinciding with or ending within the Plan Year.
- c. The 12-consecutive month period ending ___/___.
- d. Employer Fiscal Year ending with or within the Plan Year.
- e. The 12-consecutive month period ending _____ (Specify. e.g. "the last Friday in February") with or within Plan Year.

C. Compensation

C1. Compensation (Section 3.1.2(d)(3), 2.6.2(b) and Definitions) - For purposes of the Plan, a Participant's Compensation is based on one of the Code section 415 definitions of Compensation, as selected below.

Note: Use caution when selecting different definitions of Compensation for the various Plan purposes.

| Compensation For Accruals | Compensation for Code sections 415 and 416 purposes | |
|---------------------------|---|--|
| <input type="checkbox"/> | <input type="checkbox"/> | a. Wages, tips, and other compensation entered on Box 1 of Form W-2. |
| <input type="checkbox"/> | <input type="checkbox"/> | b. Code section 3401(a) compensation (compensation for FICA purposes). |
| <input type="checkbox"/> | <input type="checkbox"/> | c. Code section 415(c)(3) compensation. |
| <input type="checkbox"/> | <input type="checkbox"/> | d. Simplified Code section 415(c)(3) compensation, as defined in Treasury Regulation section 1.415(c)-2(d)(2). |

Deferrals - Specify the deferrals to be excluded from the definition used for Plan Compensation. All salary deferrals must be included or excluded to maintain a Code section 414(s) safe harbor definition of Compensation.

In the case of Plan Compensation for Accruals only, indicate the **exclusion** of salary deferrals by selecting e. Leave blank to **include** all salary deferrals in Plan Compensation.

- e. Exclude all of the following: 402(h)(1)(B) (SEP deferrals), 125 (Cafeteria Plan), 132(f)(4) (Transportation), 402(e)(3) (401(k) and 403(b) deferrals), 457(b) deferrals, and 408(p) (Simple Retirement Account 402(k) deferrals).

Deemed Code Section 125 Compensation - The Plan may include Deemed Code Section 125 Compensation in the definition of Compensation. (Select f. or one of g. or h. for the basic definition of Compensation selected above. This selection does not affect the safe harbor status of the definition of Compensation.)

- f. Not applicable. No Cafeteria Plan or no Deemed Code Section 125 Compensation.

| Plan Compensation For Accruals | Compensation for Code sections 415 and 416 purposes | |
|----------------------------------|---|--|
| <input type="checkbox"/> Include | <input type="checkbox"/> Include | g. Include Deemed Code Section 125 Compensation. |
| <input type="checkbox"/> Exclude | <input type="checkbox"/> Exclude | h. Exclude Deemed Code Section 125 Compensation. |

C2. Modifications to Compensation

Exclusions - Plan Compensation shall exclude the following (No exclusions, other than taxable employee benefits, are permitted for Code section 414(s) safe harbor Compensation.):

- a. No exclusions from Compensation.
- b. Exclude taxable employee benefits.

Final Code section 415 regulations and HEART Act Compensation - (Select "include" or "exclude" regarding the treatment as Compensation of amounts described below. These selections do not affect the safe harbor status of the definition of Compensation.)

| Plan Compensation For Accruals | Compensation for Code sections 415 and 416 purposes | |
|----------------------------------|---|---|
| <input type="checkbox"/> Include | <input type="checkbox"/> Include | c. Include amounts paid during the first few weeks of the next Limitation Year. |
| <input type="checkbox"/> Exclude | <input type="checkbox"/> Exclude | d. Exclude amounts paid during the first few weeks of the next Limitation Year. |

Compensation for nonparticipating nonresident aliens - For administrative convenience in determining Key and Highly Compensated Employees, the Employer may elect to exclude Compensation paid to nonresident aliens who are not Participants.

- e. Exclude Compensation paid to nonresident aliens who do not participate to the extent Compensation is excluded from gross income and not effectively connected with a U.S. trade or business.
- f. Include Compensation paid to nonresident aliens who do not participate, though Compensation is excluded from gross income and not effectively connected with a U.S. trade or business.

Salary Continuation while on Military Leave

Note: Differential Wage Payments are salary continuation payments received while on active military duty for more than thirty (30) days. For Plan Years beginning on or after January 1, 2008, Differential Wage Payments are included in Compensation for Code sections 415 and 416 purposes.

- g. Include Differential Wage Payments in Compensation for Accruals.
- h. Exclude Differential Wage Payments in Compensation for Accruals.
- i. Include salary continuation payments for military service that do not meet the definition of Differential Wage Payments in Compensation for Code section 415 and 416 purposes and for Plan purposes.
- j. Exclude salary continuation payments for military service that do not meet the definition of Differential Wage Payments.

Salary Continuation for Disabled Participants - (Select one of k. or l., to include, or select m. to exclude salary continuation payments to Disabled Participants as Compensation.)

Plan Compensation For Accruals
Compensation for Code sections 415 and 416 purposes

- | | | |
|----------------------------------|----------------------------------|--|
| <input type="checkbox"/> Include | <input type="checkbox"/> Include | k. Include Compensation paid to any Participant who is permanently and totally Disabled. (Check this box only if salary continuation applies to all Participants who are permanently and totally Disabled for a fixed or determinable period.) |
| <input type="checkbox"/> Include | <input type="checkbox"/> Include | l. Include Compensation paid to any Participant who is not Highly Compensated and who is permanently and totally Disabled. |
| <input type="checkbox"/> Exclude | <input type="checkbox"/> Exclude | m. Exclude Compensation paid to Participants who are permanently and totally Disabled. |

Post-Severance Compensation - (Select to "include" or "exclude" certain items as Post-Severance Compensation. These selections do not affect the safe harbor status of the definition of Compensation.)

- n. Apply the Plan's rules regarding certain Post-Severance Compensation in Limitation Years beginning after ___/___/____. (Select this option and specify a date before July 1, 2007, if the provisions of the Plan regarding the inclusion of certain Post-Severance Compensation in the definition of Compensation applied prior to July 1, 2007.)

Plan Compensation For Accruals
Compensation for Code sections 415 and 416 purposes

- | | | |
|----------------------------------|----------------------------------|--|
| <input type="checkbox"/> Include | <input type="checkbox"/> Include | o. Include Post-Severance Compensation that is for unused sick, vacation or leave pay. |
| <input type="checkbox"/> Exclude | <input type="checkbox"/> Exclude | p. Exclude Post-Severance Compensation that is for unused sick, vacation or leave pay. |

Complete q. or r. only if Compensation for that Plan purpose is defined as Code section 415(c)(3) Compensation.

Plan Compensation For Accruals
Compensation for Code sections 415 and 416 purposes

- | | | |
|----------------------------------|----------------------------------|--|
| <input type="checkbox"/> Include | <input type="checkbox"/> Include | q. Include amounts received post-severance pursuant to an unfunded deferred compensation plan. |
| <input type="checkbox"/> Exclude | <input type="checkbox"/> Exclude | r. Exclude amounts received post-severance pursuant to an unfunded deferred compensation plan. |

C3. Compensation Limits - Effective Date of Increase in Code section 401(a)(17) Limit. In determining Benefit Accruals in Plan Years beginning after December 31, 2001, the annual Compensation taken into account for determination periods beginning before January 1, 2002, shall be limited to: (Select one.)

- a. \$200,000.
- b. \$150,000 for any determination period beginning in 1996 or earlier; \$160,000 for any determination period beginning in 1997, 1998, or 1999; and \$170,000 for any determination period beginning in 2000 or 2001.

C4. Compensation Computation Period (Average Annual Compensation history must end in the current Plan Year.

| Plan Compensation For Accruals | Compensation for Code sections 415 and 416 purposes |
|--------------------------------|---|
|--------------------------------|---|

- | | | |
|--|---|--|
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | N/A <input type="checkbox"/> <input type="checkbox"/> N/A N/A | a. Plan Year. b. Limitation Year. c. Calendar year ending with or within the Plan Year. d. Prior Plan Year. e. The 12-consecutive month period ending ___/___) with or within the Plan Year. (For Employees whose date of hire is less than twelve (12) months before the end of the twelve (12) month period designated, Compensation will be determined over the Plan Year.) |
|--|---|--|

C5. Compensation for initial Plan Year of Participation

- a. From Entry Date as a Participant.
- b. For the twelve (12) month period ending in the initial year of participation.

C6. Average Compensation - (Select all applicable.)

- a. Average Annual Compensation.
- b. Average Monthly Compensation.

Is based upon the Compensation which yields the highest average received during:

- c. Plan provision - the three (3) consecutive Years of Eligibility Service while a Participant.
- d. Any ___ consecutive years (minimum of three (3)).
- e. ___ consecutive years (minimum of three (3)) of the last ___ years.
- f. The final ___ years (minimum of three (3)).
- g. All years (career average).
- h. Annual (current) Compensation (applies only to Accumulation Plans).

C7. Counting for Average Annual (or Monthly) Compensation - Include Compensation received during:

- a. Years of Eligibility Service.
- b. Years of Eligibility Service while a Participant.

Exclude Compensation received: (Select c., or any of d.-j.)

- c. Not applicable.
- d. In years prior to becoming a Participant.
- e. In the year Normal Retirement Age is attained.
- f. In the year Normal Retirement Age is attained and the ___ (cannot be less than two (2)) years prior to the year of Normal Retirement Age.
- g. In a year in which the Participant fails to earn a Year of Credited Service.
- h. In a year in which a Break in Service occurs with respect to benefit accrual purposes for a Participant.
- i. In the year of Participant's termination.
- j. In the year of Plan termination.

C8. Compensation for Code Section 416 - A Participant's Highest Average Annual Compensation for Top-Heavy purposes shall be based on:

- a. Highest consecutive ___ (not to exceed five (5)) years.
- b. Average of Top-Heavy years only.
- c. Compensation for all years with the Employer.

D. Normal Retirement Benefits

D1. Normal Form of Benefit - The benefits determined in this area are payable at Normal Retirement Date as a:

- a. Life annuity.
- b. Life annuity with a certain period of:
 - b.1. 5 years.
 - b.2. 10 years.
 - b.3. 15 years.
 - b.4. 20 years.

D2. Total Monthly Benefit

- a. The monthly benefit determined under the formula selected below.
- b. The greater of the Participant's Adjusted Frozen Accrued Benefit and the monthly benefit determined under the benefit formula selected below, based on total Years of Credited Service (formula "with wear away").
- c. The sum of the Participant's Adjusted Frozen Accrued Benefit and the monthly benefit determined under the benefit formula selected below, based on Years of Credited Service earned after the Fresh Start Date (formula "without wear away").
- d. The greater of (i) the monthly benefit determined under the benefit formula selected below, based on total Years of Credited Service, and (ii) the sum of Participant's Adjusted Frozen Accrued Benefit and the monthly benefit determined under the benefit formula selected below, based on Years of Credited Service earned after the Fresh Start Date (formula "with extended wear away").
- e. The monthly benefit, as selected above, offset by the monthly benefit provided by:
 - e.1. A defined benefit plan (specify name of plan):
_____.
 - e.2. A defined contribution plan (specify name of plan):
_____.

Note: The offset from a defined contribution plan is the account balance converted to the Normal Form of Benefit payable at Normal Retirement Date (or attained age, if later) using the actuarial assumptions of this Plan. Vesting percentages must be applied to both plans before the offset is applied.

D3. Benefit Formulas - Each benefit formula alternative must provide meaningful benefits within the meaning of Code section 401(a)(26).

- a. Fixed Benefit
 - a.1. _____% of the Participant's Average Annual/Monthly Compensation reduced pro-rata for less than ____ (cannot be less than twenty-five (25)) Years of Credited Service.
 - a.2. \$_____ reduced pro-rata for less than ____ (cannot be less than twenty-five (25)) Years of Credited Service.
- b. Unit Benefit
 - b.1. _____% of the Participant's Average Annual/Monthly Compensation multiplied by the Participant's Years of Credited Service, limited to a maximum of ____.
 - b.2. \$_____ multiplied by the Participant's Years of Credited Service, limited to a maximum of ____.

Note: Cannot enter a number less than twenty-five (25) in D3.b.1. or D3.b.2., if the fractional accrual rule is selected in D7.a.

- c. Unit Benefit for Past and Future Service
 - c.1. _____% of the Participant's Average Annual/Monthly Compensation multiplied by the Participant's Years of Credited Service prior to ___/___/_____, limited to a maximum of ____,
PLUS
_____ % of the Participant's Average Annual/Monthly Compensation multiplied by the Participant's Years of Credited Service subsequent to ___/___/_____, limited to a maximum of ____.

- c.2. \$ _____ multiplied by the Participant's Years of Credited Service prior to ___/___/_____, limited to a maximum of ___,
 PLUS
 \$ _____ multiplied by the Participant's Years of Credited Service after such date and prior to ___/___/_____, limited to a maximum of ___,
 PLUS
 \$ _____ multiplied by the Participant's Years of Credited Service after such date and prior to ___/___/_____, limited to a maximum of ___,
 PLUS
 \$ _____ multiplied by the Participant's Years of Credited Service after such date, limited to a maximum of ____.

Note: Enter numbers such that the sum is not less than twenty-five (25) for D3.c. In addition, if an overall maximum years is selected in D8. the years will be allocated such that the maximum benefit results.

- d. Graded Unit Benefit
 - d.1. _____% of the Participant's Average Annual/Monthly Compensation for the first ___ Years of Credited Service,
 PLUS
 - d.2. _____% of the Participant's Average Annual/Monthly Compensation for the Participant's next ___ Years of Credited Service,
 PLUS
 - d.3. _____% of the Participant's Average Annual/Monthly Compensation for the Participant's next ___ Years of Credited Service,
 PLUS
 - d.4. _____% of the Participant's Average Annual/Monthly Compensation for the Participant's Years of Credited Service in excess of ___, limited to a maximum of ____.

Note: The percentages specified in d.1., d.2., d.3., or d.4. cannot exceed 133-1/3% of any earlier percentage.

Note: Enter numbers such that the sum is not less than twenty-five (25) in D3.d.

- e. Accumulation Plans (The formula below defines a Participant's annual accrual. The benefit at retirement is the sum of these accruals for each year until actual retirement.)
 - e.1. _____% of the Participant's Average Annual/Monthly Compensation.
 - e.2. \$ _____.

D4. Fresh Start Dates - A Fresh Start Date is the date upon which benefits are frozen under the prior Plan provisions and begin accruing under the new Plan provisions. A Fresh Start Date may occur for the following reasons (Employee groups must be definitely determinable.):

- a. The Plan does not have a Fresh Start Date.
- b. Plan Amendments. The Employer may establish a Fresh Start Date at anytime; provided that all Participants of the Plan with at least one Hour of Service after the Fresh Start Date are covered, or the group so covered does not discriminate in favor of Highly Compensated Employees. Such Fresh Start Date is the last day of the Plan Year preceding an amendment changing the benefit formula under the Plan (or any of its components such as the definition of Compensation) is effective.

The latest Fresh Start Date of the Plan is used in the benefit formula above and is: ___/___/_____.

- c. Code section 401(a)(17) Participants. A Fresh Start Date exists for all Participants whose Accrued Benefit was based on Compensation that met the requirements of Code section 401(a)(17) until a change in the law. There are two possible Fresh Start Dates: one with respect to the Tax Reform Act of 1986 (TRA '86) and the other with respect to the Omnibus Budget Reconciliation Act of 1993 (OBRA '93.)
 - c.1. TRA '86 Fresh Start Date ___/___/_____ (must be the last day of the Plan Year beginning in 1988, 1989, 1990, 1991, 1992, or 1993).
 - c.2. OBRA '93 Fresh Start Date ___/___/_____ (must be the last day of the Plan Year beginning in 1993).

- d. Members of an acquired group of employees. A Fresh Start Date exists as of the effective date of a transaction acquiring a group of employees from another employer by means of a stock or asset acquisition, merger, or other similar transaction. List any acquired groups and their Fresh Start Dates below:
 Fresh Start Date: ___/___/____. Acquired group: _____.
 Fresh Start Date: ___/___/____. Acquired group: _____.
- e. Employees with a Frozen Accrued Benefit from another plan of the Employer. A Fresh Start Date exists with regard to any Frozen Accrued Benefits from another plan of the Employer if those benefits were determined under a benefit formula different than the formula under this Plan and if both the assets and liabilities were transferred from the other plan. Such Fresh Start Date is the date that the Employees begin accruing benefits under this Plan.
 Fresh Start Date: ___/___/____. Employee group: _____.
 Fresh Start Date: ___/___/____. Employee group: _____.

D5. Adjusted Frozen Accrued Benefit - An Employee's Adjusted Frozen Accrued Benefit equals his Frozen Accrued Benefit as of the applicable Fresh Start Date, as adjusted below:

- a. Other than Code section 401(a)(17) Participants.
 - a.1. No adjustment.
 - a.2. Fraction based on old Compensation definition.
 - a.3. Fraction based on new Compensation definition.
 - a.4. Fraction based on reconstructed Compensation as of the following Plan Year: (cannot precede the Fresh Start Date)
 - a.4.A. 1989 a.4.B. 1992
 - a.4.C. 1990 a.4.D. 1993
 - a.4.E. 1991 a.4.F. 1994
 - a.5. Substitute new Compensation in old formula.
- b. Code section 401(a)(17) Participants.
 - b.1. No adjustment.
 - b.2. OBRA '94 Frozen Accrued Benefit based on total service.
 - b.3. OBRA '94 Frozen Benefit based on service after TRA '86 Frozen Benefit Fresh Start Date.
- c. The adjustments above are subject to the following limitations (only applicable if a.1. and b.1. are not selected).
 - c.1. No limits.
 - c.2. Limited to _____% (not to exceed one hundred percent (100%)) of the otherwise permitted adjustment.
 - c.3. Limited to _____% (not to exceed one hundred percent (100%)) of the Participant's Frozen Accrued Benefit.
 - c.4. May not exceed the greater of the Participant's Frozen Accrued Benefit, or \$_____.

D6. Reductions to Benefits - For Plans with a fixed benefit formula, the benefit shall be reduced for Participants with less than the requisite Years of Credited Service as follows:

- a. The total benefit (excess Plans) or net benefit (offset Plans) shall be reduced pro-rata for less than ____ Years of Credited Service.
- b. The total benefit (excess Plans) or net benefit (offset Plans) shall be reduced pro-rata for less than 33-1/3 Years of Credited Service.

Note: If option a. is selected, enter a number between twenty-five (25) and thirty-five (35), inclusive. If the number is less than thirty-five (35), adjustments to the Maximum Permitted Disparity must be made. See D3.a. and D3.b.

Note: Plans selecting the 133-1/3% rule in D8.b. must select option b.

D7. Limits on Credited Service - (Plans which select formula c. or d. in D2. will exclude Credited Service prior to the Fresh Start Date in the formula without wear away. Select below any other restrictions.)

- a. Include all years with the Employer.
- b. Include years while a Participant.
- c. Disregard years prior to ___/___/_____.
- d. Disregard years in excess of ___ years.

Note: Must exclude years prior to five (5) years before the effective date of the benefit formula and cannot limit the number of years to less than twenty-five (25).

Note: Code section 412(e) Plans may not select option a., unless the Plan was in effect on September 19, 1991. See additional restrictions in Article VII of Base Plan Document.

D8. Benefit Accrual Rules

- a. Fractional Rule based upon:
 - a.1. All years with the Employer.
 - a.2. Years while a Participant.
 - a.3. Disregard years prior to ___/___/_____.
 - a.4. Disregard years in excess of ___.

Note: Must select the same option(s) as D6., and, if a.4. is selected, enter the same number of years entered in D3.a. (fixed benefit plans) or D3.b. (unit benefit plans).

Note: Plans using formula c. or d. in D3. will limit years in the numerator (but not the denominator) to those after the Fresh Start Date in the formula without wear away.

- b. 133-1/3%/Unit Credit Rule.
- c. 3% Rule based upon years while a Participant, limited to a maximum of 33-1/3.
Note: Plans using formula c. or d. in D3. will apply this option using years while a Participant after the Fresh Start Date in the formula without wear away.
- d. Code section 412(e) Plan - The cash surrender value of the annuity policy purchased for the Participant. (Must Select d.1. or d.2.)
 - d.1. Increases in a Participant's benefit due to a change in Compensation shall be recognized as of each Anniversary Date, but decreases shall not be recognized until such decrease has been in effect for the period selected below:
 - d.1.A. One (1) year.
 - d.1.B. Two (2) years.
 - d.2. Changes in a Participant's benefit due to a change in Compensation shall be recognized as of each Anniversary Date.
- Note: See Article 2.7 of Base Plan Document for additional requirements these plans must satisfy.*
- e. Accumulation Plan - sum of the individual accruals each year.

D9. Limitations on Benefits

- a. In addition to any Top-Heavy benefits, the minimum monthly -
 - a.1. Not applicable.
 - a.2. Benefit at retirement is \$_____ (not in excess of the annual defined benefit dollar limit divided by twelve (12)).
 - a.3. Benefit at retirement is _____% (not to exceed one hundred percent (100%)) of Average Annual/Monthly Compensation.
 - a.4. Accrued benefit is \$_____ per Year of Credited Service.
 - a.5. Accrued benefit is _____% of Average Annual/Monthly Compensation per Year of Credited Service.
- b. In addition to any limits under Code section 415, the maximum monthly -
 - b.1. Not applicable.
 - b.2. Benefit at retirement is \$_____ (not in excess of the annual defined benefit dollar limit divided by twelve (12)).
 - b.3. Benefit at retirement is _____% (not to exceed one hundred percent (100%)) of Average Annual/Monthly Compensation.

- b.4. Accrued benefit is \$ _____ per Year of Credited Service.
- b.5. Accrued benefit is _____% of Average Annual/Monthly Compensation per Year of Credited Service.
- c. For purposes of a.4., a.5., b.4., and b.5., Credited Service:
 - c.1. In excess of ___ years will be disregarded.
 - c.2. Prior to ___/___/_____ will be disregarded.
- d. Benefit increases resulting from the repeal of Code section 415(e), effective as of the first day of the first Limitation Year beginning in 2000, shall be provided to:
 - d.1. All Participants.
 - d.2. Only Participants who have at least one Hour of Service in the Limitation Year beginning in 2000.
- e. Benefits shall be rounded to the nearest \$ _____.
- f. Severance from Employment.
 - f.1. Automatically adjust, pursuant to Code section 415(d), the Defined Benefit Compensation Limitation applicable to the Participant in any Limitation Year beginning after the date of severance.
 - f.2. Automatically adjust, pursuant to Code section 415(d), the Defined Benefit Dollar Limitation applicable to the Participant in any Limitation Year beginning after the date of severance.

D10. Cost of Living Adjustments - Former Employees will have their benefits increased to reflect the increases in the cost of living as follows: (Select one.)

- a. The percentage adjustment to Social Security Benefits for the year under Code section 215(i)(2)(A) of the Social Security Act from the later of the Participant's commencement of benefits or the attainment of age sixty-two (62).
- b. _____% per year, provided such increase is less than the percentage adjustment to Social Security Benefits for the year under Code section 215(i)(2)(A) of the Social Security Act and the Participant has commenced benefits and attained age sixty-two (62).
- c. Annual increases of the lesser of _____% (x.xx%, not to exceed 4.99%) or a percentage equal to the annual increase in the consumer price index for all items issued by the Bureau of Labor Statistics.
- d. Not applicable. Adjustments, if any, will be made on an ad hoc basis (requires Plan amendment).

D11. Plan Actuarial Equivalence - Except as provided in Subsections 2.3.12(d)(1), (2) and (3) of the Plan, the actuarial assumptions used in computing any optional form of payment under the Plan shall be:

a. Plan/Code section 415 Assumptions for plans that are not subject to Code section 412(e).

| <u>Preretirement</u> % | <u>Postretirement</u> % | |
|---------------------------|----------------------------|--|
| <input type="checkbox"/> | N/A | a.1. Interest rate. (Specify in each column.) |
| <input type="checkbox"/> | <input type="checkbox"/> | a.2. Mortality table. (Select one in each column.) |
| <input type="checkbox"/> | <input type="checkbox"/> | a.2.A. No preretirement mortality. |
| <input type="checkbox"/> | <input type="checkbox"/> | a.2.B. UP84 (Unisex) |
| <input type="checkbox"/> | <input type="checkbox"/> | a.2.C. 71IAM - Male |
| <input type="checkbox"/> | <input type="checkbox"/> | a.2.D. 71IAM - Female |
| <input type="checkbox"/> | <input type="checkbox"/> | a.2.E. 71GAM - Male |
| <input type="checkbox"/> | <input type="checkbox"/> | a.2.F. 71GAM - Female |

The Stability Period under the Plan is:

- c.2. One month.
- c.3. One Plan quarter.
- c.4. One calendar quarter.
- c.5. One Plan Year.
- c.6. One calendar year.

The Look Back Month under the Plan is the:

- c.7. First calendar month preceding the Stability Period.
- c.8. Second calendar month preceding the Stability Period.
- c.9. Third calendar month preceding the Stability Period.
- c.10. Fourth calendar month preceding the Stability Period.
- c.11. Fifth calendar month preceding the Stability Period.
- c.12. An average interest rate that is computed by averaging two or more consecutive months from among the first, second, third, fourth, and fifth calendar months preceding the Stability Period:
 _____ . (Specify the months in the average.)

d. Code section 415(b)(2)(E) Transition Rules - Plans adopted and in effect on December 7, 1994, that satisfied the requirements of Code section 415 on such date may elect to delay the effective date of changes required by the Retirement Protection Act of 1994 (RPA) to RPA '94 Old Law Benefits. (Select either d.1. or both d.2. and d.3.)

- d.1. Not elected - all benefits are subject to the new rules.
- d.2. Benefits accrued prior to ___/___/___ (the "RPA '94 Freeze Date") under the terms of the Plan on such date, but subject to Code section 415 in effect as of December 7, 1994, are considered RPA '94 Old Law Benefits.

Note: The date entered must precede the later of the date an amendment adopting the RPA '94 changes is effective or executed, but in no case later than the last day of the Limitation Year beginning in 1999. See Appendix A.

- d.3. The method used to determine whether the Participant's benefit exceeds the Maximum Permissible Benefit is: (See Section 3.1.4 of the Basic Document.)
 - d.3.A. Method one - RPA '94 Old Law Benefit plus benefit accrued after RPA '94 Freeze Date.
 - d.3.B. Method two - greater of RPA '94 Old Law Benefit or total benefit.
 - d.3.C. Method three - greater of method one and method two.

D12. Minimum Top-Heavy Benefits - In the event that the Plan is Top-Heavy, the Top-Heavy vesting schedule selected in E1. will apply. In addition: (Must answer all of a. through d.)

a. The Minimum Top-Heavy Retirement Benefit shall be _____% (not less than two percent (2%)) per Year of Credited Service, limited to a maximum of ten (10) Years of Credited Service.

b. Years of Vesting Service shall exclude:

- b.1. Not applicable - no exclusions.
- b.2. Years prior to 1984.
- b.3. Years prior to the adoption of the Plan.
- b.4. Years prior to Years of Credited Service while a Participant.
Note: If this option is selected, may not select C8.c.
- b.5. Years that the Plan was not Top-Heavy.

c. The Minimum Top-Heavy Retirement Benefit shall be payable:

- c.1. In the Normal Form of Benefit.
- c.2. In the form of a life annuity only.

d. Minimum Top-Heavy Retirement Benefits are provided for:

- d.1. All Participants.
- d.2. Only those Participants who are not Key Employees.

D13. Determination of Top-Heavy Status

- a. For purposes of computing the Top-Heavy Ratio, the Valuation Date under Section 2.6.2(j) of the Plan shall be ____/____.
- b. The actuarial assumptions to be used in determining the Top-Heavy Ratio shall be (recommend using same assumptions entered in D11):
 - b.1. Preretirement interest rate: _____%.
 - b.2. Preretirement mortality table: _____.
 - b.3. Setback (-)/Setforward (+): ____ years.
 - b.4. Postretirement interest rate: _____%.
 - b.5. Postretirement mortality table: _____.
 - b.6. Setback (-)/Setforward (+): ____ years.

D14. Covered Compensation - Determined for the 35-year period ending on the last day of the calendar year:

- a. Plan provision - in which the Participant attains (or will attain) Social Security Retirement Age.
- b. Prior to the calendar year in which the Participant attains Social Security Retirement Age for Plan Years beginning prior to 1995.
- c. Ending within the Plan Year.
- d. Ending in the prior Plan Year.
- e. For the ____ Plan Year (enter a calendar year not earlier than 1989); provided, that the year entered is the same for each Participant and not more than five (5) years prior to the current Plan Year. If the year entered is more than five (5) years prior, the table for the Plan Year five (5) years prior will be used.

Covered Compensation shall be determined using tables published by the Commissioner that are:

- f. Not rounded.
- g. Rounded to the nearest \$3,000.

D15. Final Average Annual/Monthly Compensation - For offset benefit Plans, Final Average Annual/Monthly Compensation may be limited to a Participant's Average Annual/Monthly Compensation.

- a. Yes, limit Final Average Annual/Monthly Compensation.
- b. No, do not limit Final Average Annual/Monthly Compensation.

E3. Reemployment (Section 2.4.2) - Years of Vesting Service completed after a Break in Service are not counted for purposes of increasing the vested percentage attributable to service before the Break in Service unless reemployed within five (5) years, or as otherwise indicated below:

- a. Plan provision described above (5-year break rule).
- b. Count all service after the Break in Service for purposes of increasing the vested percentage attributable to service before the Break in Service.
- c. Not applicable - one hundred percent (100%) immediate vesting.

SAMPLE

F. Other Benefits

F1. Early Retirement Benefits

- a. The Plan does not provide early retirement benefits.
- b. The Accrued Benefit without any reduction.
- c. The Accrued Benefit actuarially reduced for early commencement.
- d. The Accrued Benefit reduced by ___/___th per month for each of the first ___ years and then ___/___th per month for each of the next ___ years that the Early Retirement Date precedes the Normal Retirement Date.
- e. The Accrued Benefit reduced by _____% per month by which the Early Retirement Date precedes the Normal Retirement Date. (Enter a percent which will result in an Early Retirement Benefit not less than the Early Retirement Benefit if option (c) (actuarial equivalency) had been selected.)

F2. Postponed Retirement Benefits - Those Participants working past Normal Retirement Date will be entitled to a retirement benefit of: (Select all applicable. If more than one option is selected, the Participant will choose the Postponed Retirement benefit.)

- a. The Accrued Benefit based on Compensation and Credited Service at actual retirement commencing at the Participant's actual retirement.
- b. The greater of the Accrued Benefit based on Compensation and Credited Service at actual retirement or the Actuarial Equivalent of the Accrued Benefit as of the Normal Retirement Date commencing at the Participant's actual retirement.
- c. The greater of the Accrued Benefit based on Compensation and Credited Service at actual retirement or the Actuarial Equivalent of the Accrued Benefit as of the Normal Retirement Date or the Actuarial Equivalent of the Accrued Benefit as of the first day of each Plan Year after the Participant's Normal Retirement Date and before his actual retirement commencing at the Participant's actual retirement.
- d. The Accrued Benefit as of his Normal Retirement Date, adjusted annually with payment commencing at the Participant's Normal Retirement Date: (Select one of d.1. through d.4.)
 - d.1. On the anniversary of the Participant's Normal Retirement Date.
 - d.2. Each December 31.
 - d.3. On the first day of the Plan Year.
 - d.4. On the last day of the Plan Year.

F3. Disability Benefits

- a. The Plan does not provide disability benefits. Participants disabled prior to the Normal Retirement Date are entitled to Vested Retirement Benefits.
- b. The Accrued Benefit payable as an Early Retirement Benefit.
- c. The Accrued Benefit payable at Early Retirement Date without reduction for early commencement.
- d. The Present Value of the Accrued Benefit payable at Disability Retirement Date.
- e. The Accrued Benefit payable at Disability Retirement Date without reduction for early commencement.

F4. Death Benefits - Provided that the preretirement death benefit cannot be less than the present value of the Preretirement Survivor Annuity, the preretirement death benefits will be determined as selected below:

"One Year Marriage Rule" (Section 2.5.5(d))

- a. Apply the "One Year Marriage Rule."
- b. The "One Year Marriage Rule" does not apply.

Preretirement death benefit for plans not subject to Code section 412(e)

- c. _____% of the Joint and _____% Survivor Annuity that is the Actuarial Equivalent of the Accrued Benefit payable at Normal Retirement Date. (Cannot be less than fifty percent (50%) or greater than one hundred percent (100%))
- d. _____% of the Participant's vested Accrued Benefit.

- e. _____% of Present Value of the Participant's vested Accrued Benefit.
- f. The amount payable as the Preretirement Survivor Annuity (no preretirement death benefit payable to an unmarried Participant).
- g. The Theoretical Individual Level Premium Reserve.
- h. The Participant's Compensation for the ____ years prior to death.
- i. ____ (not to exceed one hundred (100)) times the anticipated monthly retirement benefit, adjusted as below:
 - i.1. With no adjustment.
 - i.2. Plus the Present Value of Accrued Benefits.
 - i.3. Or, if less, the Present Value of Accrued Benefits.
 - i.4. Or, if greater, the Present Value of Accrued Benefits.
 - i.5. Plus the Theoretical Individual Level Premium Reserve.
 - i.6. Or, if greater, the Theoretical Individual Level Premium Reserve.
 - i.7. Or, if less, the Present Value of Accrued Benefits plus the proceeds of any life insurance policies on the Participant's life.
 - i.8. Or, if less, the Present Value of Accrued Benefits plus the proceeds of any life insurance policies on the Participant's life minus their cash surrender values.
- j. The proceeds of any life insurance policies on the Participant's life, adjusted as below:
 - j.1. With no adjustment.
 - j.2. Plus the Theoretical Individual Level Premium Reserve.
 - j.3. Or, if greater, the Theoretical Individual Level Premium Reserve.
 - j.4. Minus the cash surrender value of the policies plus the Theoretical Individual Level Premium Reserve.
 - j.5. Plus the Present Value of Accrued Benefits.
 - j.6. Or, if greater, the Present Value of Accrued Benefits.
 - j.7. Plus the Present Value of Accrued Benefits minus the cash surrender value of the policies.
 - j.8. Or if greater, the Present Value of Accrued Benefits plus the cash surrender value of the policies.
 - j.9. Plus the Present Value of Accrued Benefits minus the cash surrender value of the policies, not to exceed the greater of the Present Value of Accrued Benefits or ____ (not to exceed one hundred (100)) times the anticipated monthly retirement benefit.
 - j.10. Plus the amount payable as the Preretirement Survivor Annuity.

Fully Insured (Code section 412(e)) Plans, and only those Plans, must select from the options below:

- k. The proceeds of any life insurance policies on the Participant's life plus the cash surrender value of annuity policies issued on the Participant's life, not to exceed one hundred (100) times the anticipated monthly retirement benefit.
- l. The proceeds of any life insurance policies on the Participant's life plus the cash surrender value of annuity policies issued on the Participant's life.

G. Distribution Provisions

G1. Method of Distribution (Optional Form) (See D1 for Normal Form of Benefit) (Section 2.3.12) – The Employer may elect to permit Plan distributions to be made in the form of: (Select all applicable.)

- a. Lump sums.
- a.1. Without regard to amount.
- a.2. Not to exceed \$_____.
- a.3. If the Participant has completed ___ Years of Eligibility Service and has attained age ___ (subject to Treasury Regulations section 1.401(a)(4)-4 Nondiscriminatory Availability of Benefits, Rights, and Features).
- b. Installments over ___ years payable on an annual, quarterly, or monthly basis.
- c. Annuities.
- c.1. For not more than ___ years.
- c.2. For the life of: (Select all that apply.)
- c.2.A. The Participant.
- c.2.B. The Participant and spouse (QJSA and QPSA).
- c.2.C. The Participant and a designated beneficiary (PSA).
with a survivor percentage (option c.2.B. only) of:
- c.2.D. 50%.
- c.2.E. 66-2/3%.
- c.2.F. 75%.
- c.2.G. 100%.
- c.3. For a certain period of: (Select all that apply.)
- c.3.A. 5 years.
- c.3.B. 10 years.
- c.3.C. 15 years.
- c.3.D. 20 years.
and thereafter for the life of: (Select all that apply.)
- c.3.E. The Participant.
- c.3.F. The Participant and spouse.
- c.3.G. The Participant and a designated beneficiary.
- c.4. For a period certain selected by the Participant that is less than the life expectancy of: (Select all that apply.)
- c.4.A. The Participant.
- c.4.B. The Participant and spouse.
- c.4.C. The Participant and a designated beneficiary.
Annuity increases as follows:
- c.4.D. Non-increasing.
- c.4.E. Increasing ___% annually (x.xx%, not to exceed 4.99%).
- c.4.F. Increasing annually the lesser of ___% (x.xx%, not to exceed 4.99%) or a percentage equal to the annual increase in the consumer price index for all items issued by the Bureau of Labor Statistics.
- d. Retroactive Annuity Starting date.
- d.1. Participant **may not** elect Retroactive Annuity Starting Date under Section 2.5.5(g).
- d.2. Participant **may** elect Retroactive Annuity Starting Date under Section 2.5.5(g).
- e. Minimum Distribution to Non-Vested Participant:
Minimum Distribution Amount shall be the lesser of \$_____ (not to exceed \$100) or the present value of the accrued benefit.

Direct and Participant Rollovers from the Plan

- f. Direct Rollovers by non-spouse beneficiary to an inherited IRA were permitted for distributions after ___/___/____. (Enter a date on or after December 31, 2006 and prior to January 1, 2008 to indicate early adoption of this provision which is required for distributions after December 31, 2007. See 2009 Interim Amendment election 3.)
- g. The Plan permits or permitted after-tax contributions and Direct and/or Participant rollover of after-tax amounts to a 403(b) annuity contract are permitted effective ___/___/____. (Effective date January 1, 2007 or later. See 2009 Interim Amendment election 2.) The Plan permits:
- g.1. Direct rollovers of after-tax amounts to a 403(b) annuity contract.
- g.2. Participant rollovers of after-tax amounts to a 403(b) annuity contract.

G2. Mandatory Cash-out Provisions - Participants with a present value of Vested Accrued Benefits less than \$5,000 (or a lower threshold) may be paid out without their or their spouse's consent.

- a. No mandatory cash-outs.
- b. Threshold shall be \$_____ (not to exceed \$5,000).
Warning: Exclusion of rollovers could trigger automatic rollover provisions if the Participant's total balance exceeds \$1,000.
- c. Exclude Rollover Contributions when determining the value of the Participant's nonforfeitable Vested Accrued Benefit for purposes of the Plan's involuntary cash-out rules. This election shall apply with respect to distributions made after ___/___/____ (enter a date no earlier than December 31, 2001) with respect to Participants who separated from service after: ___/___/____. (Enter date. The date may be earlier than December 31, 2001.)
- d. Automatic Rollover. Subject to Section 2.3.13, the default form of distribution for Vested Accrued Benefits that are greater than \$_____ (not to exceed \$1,000) shall be a Direct Rollover.

G3. Survivor Annuity Percentage - If a Joint and Survivor Annuity is payable (G1.c.2.C.), select the percentage payable as the survivor annuity:

- a. The survivor annuity is fifty percent (50%) of the amount payable during the joint lives of the Participant and spouse.
- b. Other Percentage - _____% (not less than fifty percent (50%) nor more than one hundred percent (100%)).
- c. Other Percentage selected by the Participant (not less than fifty percent (50%) nor more than one hundred percent (100%)).

G4. Time of Distribution (Section 2.5.1) - Distributions to Participants who resign or are discharged prior to retirement are deferred until retirement date unless the Employer elects to permit distributions in advance of such date.

- a. Plan provision - Deferred until the Participant's Disability, death, Normal or Early Retirement Date.
- b. Distributions may be made at the Participant's election within a reasonable period following the Participant's date of termination of employment.
- c. Distributions may be made ___ months after termination of employment.
- d. Distributions may be made within a reasonable period after the Anniversary Date coinciding with or next following the date of termination.
- e. Distributions may be made within a reasonable period after the Anniversary Date following a Break in Service.

G5. Distribution of Residual Assets (Section 2.5.9)- Following satisfaction of all liabilities to Participants, any residual assets may be distributed to the Employer.

- a. Plan provision - Residual assets shall revert to the Employer.
- b. Residual assets shall be allocated among Participants, as elected below. Each such Participant shall receive an allocation equal to a percentage of the Residual Assets of the Plan, such percentage to equal the ratio that the Present Value of a monthly life annuity, payable at Normal Retirement Age, of one percent (1%) of his Average Monthly Compensation bears to the Present Value of such annuities for all such Participants. The Plan shall use reasonable actuarial factors for such allocation.
- b.1. All Participants.
- b.2. Participants who are Employees on the date this Plan terminates.
Note: Residual assets must be allocated on a non-discriminatory basis.

G6. Suspension of Benefits - Section 2.5.10 provides for the suspension of benefit payments if the Participant earns Hours of Service after Normal or Early Retirement Benefits have commenced. An adopting Employer may select one of the options. Select b. or c. only if the Plan is a new Plan or is an existing Plan restating an identical suspension of benefits option. This Section:

- a. Does not apply (benefits not suspended).
- b. Applies to all Participants in the Plan.
- c. Only those Participants described in Section 2.3.2 of the Plan whose benefits, if actuarially increased, would exceed the limitations of Section 3.1.1 of the Plan

Language for existing Plans that are adding or expanding a suspension of benefits option:

- d. Employees who commence participation in the Plan on or after the later of the adoption date or the effective date of the suspension of benefit rules in Section 2.5.10 of the Plan.
- e. The portion of Participants' section 411(d)(6) protected benefits (within the meaning of Treasury Regulations section 1.411(d)-4, Q&A 1(a)) that accrue after the later of the adoption date or effective date of the suspension of benefit rules in Section 2.5.10 of the Plan.

G7. Pre-termination Restrictions - Section 3.1.8 imposes restrictions on the amount of benefits to be paid in any year to each of the "25 highest paid" Employees.

- a. The pre-termination restrictions based on the value of a Participant's benefits are effective ___/___/___ (no later than the first day of the 1994 Plan Year, or the Effective Date of the Plan, if later).
- b. Pre-termination Restrictions shall not apply if Plan has never benefited any Non-Highly Compensated Employee.

G8. Qualified Domestic Relations Orders (Section 3.10.8) - The Employer may elect to permit distributions to an Alternate Payee pursuant to the terms of a Qualified Domestic Relations Order even if the Participant continues to be employed.

- a. Distributions to an Alternate Payee are not permitted while the Participant continues to be employed before the earliest possible retirement age pursuant to Code section 414(p).
- b. Distributions to an Alternate Payee are permitted while the Participant continues to be employed on or after the date a Domestic Relations Order is determined to be a Qualified Domestic Relations Order by the Plan Administrator.

G9. In-Service Distributions (Section 2.5.11)

- a. No in-service distributions are allowed.
- b. Allow distributions prior to termination of employment upon attainment of:
 - b.1. Normal Retirement Age.
 - b.2. Age _____. (Must be at least age 62 and less than Normal Retirement Age.)
 - b.3. Other _____. (Enter description of Participants eligible for in-service distributions-such description may not result in distributions being made prior to age 62 or in a manner that discriminates in favor of Highly Compensated Employees.)
- c. In-service distributions shall be subject to the following limitations: (Only applicable if G9.a. is not selected. Select all that apply.)
 - c.1. Not applicable – no limitations
 - c.2. An In-Service Distribution shall only be available if the Participant's Accrued Benefit is 100% vested.
 - c.3. Participant is limited to ___ In-Service Distribution(s) from the Plan. (applied to all years, not per Plan Year).
 - c.4. Any In-Service Distribution shall be limited to \$_____ or 100% of the Participant's vested Present Value of Accrued Benefit, whichever is lower.
 - c.5. Any In-Service Distribution shall be limited to _____% of the Participant's vested Present Value of Accrued Benefit.
 - c.6. Other _____. (Enter description of restrictions on in-service distributions-such description may not discriminate in favor of Highly Compensated Employees.)

G10. Required Minimum Distributions

- a. Required Beginning Date - Section 2.5.4(i)(8) states that minimum distributions to a Participant must begin by April 1 of the calendar year following the calendar year in which the Participant attains age seventy and one-half (70-1/2).
- a.1. Required Beginning Date is age seventy and one-half (70-1/2) for all Participants.
- a.2. Exception for Non-5-Percent Owners - Required Beginning Date for Participants who are not 5-Percent Owners shall be the later of April 1st of the calendar year following the calendar year in which the Participant attains age seventy and one-half (70-1/2), or April 1st of the calendar year following the calendar year in which the Participant retires.

Warning: If the Plan was in existence before the creation of this Plan document, the choice between a.1. and a.2. must be the same as the selection previously made.

- b. If the Participant dies before distributions are required to begin and there is a Designated Beneficiary, distributions to the Designated Beneficiary are not required to begin by the date specified in Section 2.5.4 of the Plan, but the Participant's entire interest will be distributed to the Designated Beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death. If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to either the Participant or the surviving spouse begin, this election will apply as if the surviving spouse were the Participant.
This election applies to:
- b.1. All distributions.
- b.2. The following distributions: _____.
- c. Participants or Beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in Section 2.5.4 of the Plan applies to distributions after the death of a Participant who has a Designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distributions would be required to begin under Section 2.5.4 of the Plan, or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death. If neither the Participant nor Beneficiary makes an election under this paragraph, distributions will be made in accordance with Section 2.5.4 of the Plan.
- d. A Designated Beneficiary who is receiving payments under the 5-year rule may make a new election to receive payments under the life expectancy rule until December 31, 2003, provided that all amounts that would have been required to be distributed under the life expectancy rule for all distribution calendar years before 2004 are distributed by the earlier of December 31, 2003, or the end of the 5-year period.

Required Minimum Distributions shall be in the form of:

- e. Lump Sum.
- f. Single Life Annuity.
- g. Annuity for ___ year Period certain and life (xx).
- h. Annuity for a Period certain selected by the Participant and no life contingency.
- h.1. Non-increasing.
- h.2. Increasing ___% annually (x.xx%, not to exceed 4.99%).
- h.3. Increasing annually the lesser of ___% (x.xx%, not to exceed 4.99%) or the annual increase in the consumer price index.
- i. Joint and _____% Survivor Annuity (not less than fifty percent (50%) nor more than one hundred percent (100%)).
- i.1. Over the life expectancy of the Participant's spouse.
- i.2. Over the life expectancy of the Participant's Beneficiary.
- i.3. If the Participant elects otherwise.
- i.4. If the Participant or the Beneficiary elects otherwise.

H. Other Administrative Provisions

H1. Loans (Section 3.5.1) - The Employer may elect to permit loans to Participants and Beneficiaries in accordance with the Participant loan program.

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

Note: Loans may not be offered in Code section 412(e) Plans, pursuant to Sections 2.7.5 and 3.5.1.

H2. Rollovers (Section 3.9.3) - The Employer may permit the transfer of Eligible Rollover Distributions from other qualified plans and IRAs to this Plan. (Select all applicable and if the effective date of the selection is other than the Effective Date of this Plan, specify below the provision's effective date.)

- a. Rollover contributions are not permitted.
- b. Rollover contributions are permitted only from other plans of the Employer. (Roth Rollovers are not permitted.)
- c. The indicated types of Rollovers or Transfers are permitted, and the Plan will accept rollovers from the plans/IRAs indicated below. (To permit Rollovers or Transfers, select all that apply under this option c.)

**Direct Rollover
(Trust to Trust
transfer)**

**Participant
Rollover (within
sixty (60) days
of the
distribution)**

- | | | |
|--|--|---|
| <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> | c. Permitted, as indicated below, from: c.1. A qualified plan described in Code sections 401(a) or 403(a), excluding after-tax employee contributions. |
| <input type="checkbox"/> | N/A | c.2. A qualified plan described in Code sections 401(a) or 403(a), including after-tax employee contributions. |
| <input type="checkbox"/> | <input type="checkbox"/> | c.3. An annuity contract described in Code section 403(b). After-tax amounts: |
| <input type="checkbox"/> | <input type="checkbox"/> | c.3.A. Will be accepted by the Plan effective ____/____/____. (Effective date January 1, 2007 or later.) |
| <input type="checkbox"/> | <input type="checkbox"/> | c.3.B. Are excluded. The Plan will not accept rollover of after-tax amounts. |
| <input type="checkbox"/> | <input type="checkbox"/> | c.4. An eligible plan under Code section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. |
| <input type="checkbox"/> | <input type="checkbox"/> | c.5. An Individual Retirement Account or Annuity described in Code sections 408(a) or (b) that is eligible to be rolled over. Transfer/ Rollover from a Roth IRA is not permitted. |
- d. Rollovers are accepted: (Select d.1 or d.2 if Rollovers are available, and select d.3. or d.4):
- d.1. Only after Participant enters Plan.
 - d.2. From Employees in an eligible class before Plan entry.
 - d.3. Participant loans may be accepted as a rollover.
 - d.4. Participant loans will not be accepted as a rollover.
- Note: Participant loans may be rolled over or transferred into the Plan only through trustee to trustee transfer.*

H3. Life Insurance Authorization (Section 3.4.1) - The Employer may permit the purchase of life insurance policies.

- a. No life insurance policies shall be purchased.
- b. Life insurance may be purchased at the option of the Plan Administrator.
- c. Life insurance is mandatory.
- d. No life insurance policies shall be purchased after ___/___/____. (Specify date.)
 - d.1. Must surrender life insurance policies.
 - d.2. Must convert life insurance to paid up policies.

H4. Life Insurance Amount - Provided that the Employer has elected to permit the purchase of life insurance policies, the amount of life insurance on each Participant's life shall be:

- a. _____ (not to exceed one hundred (100) times the anticipated monthly retirement benefit).
- b. The amount purchased by a premium equal to _____% (not to exceed one hundred percent (100%)) of the theoretical contribution generated when determining the Theoretical Individual Level Premium Reserve.
- c. An amount determined by the Employer, not to exceed the limitations of Section 3.4.1.
- d. The greater of _____ (not to exceed one hundred (100) times the anticipated monthly retirement benefit or the amount purchased by _____% (not to exceed one hundred percent (100%)) of the theoretical contribution generated when determining the Theoretical Individual Level Premium Reserve.
- e. Amounts in effect on ___/___/____. (Specify date.)

Note: Insurance in excess of the amount selected above must be surrendered as soon as administratively possible.

Note: For this purpose, the face amount of insurance is limited to that which can be purchased for less than 66-2/3 percent (66.67%) (if whole life) or 33-1/3 percent (33.33%) (if term or universal life) of the theoretical contribution generated when determining the Theoretical Individual Level Premium Reserve.

Note: Must coordinate this provision with F4.

H5. Life Insurance Limits - Life insurance to be purchased on each Participant's life: (Select all applicable.) (Subject to Treasury Regulations section 1.401(a)(4)-4 Nondiscriminatory Availability of Benefits, Rights, and Features)

- a. Shall not exceed \$_____ (not to exceed amount in H4) in total face amount.
- b. Shall not be purchased:
 - b.1. After the Participant has attained age ____.
 - b.2. Within ___ years of Normal Retirement Age.
 - b.3. After the Participant has attained Normal Retirement Age.
- c. Shall be purchased, provided:
 - c.1. The Participant has attained age ____.
 - c.2. The Participant has ___ Years of Eligibility Service.
 - c.3. The Participant has ___ Years of Eligibility Service as a Participant.
 - c.4. The initial amount is at least \$_____.
 - c.5. The additional amount is at least \$_____.
- d. Shall be purchased in multiples of \$_____.
- e. Shall not recognize benefit increases/decreases of less than \$_____ unless the increase/decrease has been in effect for ___ years, where the change in benefit value is based on the:
 - e.1. PVAB e.2. Annual Accrued Benefit e.3. Monthly Accrued Benefit
- f. Shall be surrendered at Normal Retirement Age, if the Participant postpones retirement.
- g. Shall not be purchased on behalf of a Participant whose accrual is solely attributable to a minimum benefit under a Top-Heavy Plan.
- h. Shall be purchased for a Participant uninsurable at the standard rates, for up to _____% over the standard rates.

H6. Multiple Plans Provision - The Employer which maintains a qualified defined contribution plan, a welfare benefit fund (as defined in Code section 419(e)) under which amounts attributable to post-retirement medical benefits are held in separate accounts for Key Employees (as defined in Code section 419A(d)(3)), an individual medical account (as defined in Code section 415(l)(2)), or a simplified employee pension (as defined in Code section 408(k)), in which any Participant in the Plan is, was, or could become a Participant adds the following optional provisions which it deems necessary to satisfy Code section 416 because of the required aggregation of multiple plans: (May select e. and one other option.)

- a. Not applicable - No other plan or other plan terminated prior to the Effective Date of this Adoption Agreement.
- b. A minimum contribution allocation of five percent (5%) of each non-key Participant's total Compensation shall be provided in a defined contribution plan of the Employer.
- c. A minimum benefit of the lesser of two percent (2%) times Years of Credited Service or twenty percent (20%) of each non-key Participant's Average Compensation shall be provided in a defined benefit plan of the Employer.
- d. A minimum benefit of the lesser of two percent (2%) times Years of Credited Service or twenty percent (20%) of each non-key Participant's Average Compensation shall be provided in a defined benefit plan of the Employer but offset by the amount contributed on such Participant's behalf under any defined contribution plan of the Employer.
- e. Members of a collective bargaining group shall not receive the Minimum Top-Heavy Allocation.
- f. Other - Specify: _____.

Note: When selecting "f. Other", the method selected must preclude Employer discretion. (Method used must be definitely determinable and clearly stated.) The selection of b. or d. should be coordinated with any existing defined contribution plan.

H7. Multiple Defined Benefit Plans - If a Participant is or has ever been covered under another qualified defined benefit plan maintained by the Employer, the method used to comply with Code section 415(b) is:

- a. Not applicable.
- b. The rate of accrual provided in this Plan will be decreased so that the total annual benefits payable at any time under such plans will not exceed the Maximum Permissible Amount.
- c. Other - Specify: _____.

Note: Specify the method under which the plans will limit total benefit accruals to the Maximum Permissible Amount and will properly reduce any excess amounts in a manner that precludes Employer discretion.

H8. Top-Heavy Duplications - The Employer who maintains two or more defined benefit plans makes the following election:

- a. Not applicable.
- b. A minimum non-integrated accrual of two percent (2%) of each non-key Participant's Average Annual/Monthly Compensation shall be provided by:
 - b.1. This Plan.
 - b.2. The following defined benefit plan: _____.

H9. Trustee Authority (Section 2.2 of the Trust) - If the Employer has appointed a group of two (2) or more individuals to act as Trustee of the Plan, the Plan may be bound by a majority of those individuals unless the Employer elects otherwise.

- a. Not applicable (see attached Non-DATAIR Trust).
- b. Act by the Majority.
- c. The act of any ___ (insert number) individuals acting in the capacity of the Trustee.

H10. Prior Plan Protected Benefits (Section 3.8.3) - The adoption of this Plan shall not reduce or eliminate any previously accrued protected benefits under Code section 411(d)(6). In the event that this Adoption Agreement does not reflect an optional form of payment or other protected benefit accrued under a prior plan, the Employer may elect to attach an appendix to this Adoption Agreement, describing all such prior plan protected benefits.

- a. Not applicable. No prior plan protected benefits.
- b. No appendix. See prior plan document for prior plan protected benefits.
- c. Appendix describing prior plan protected benefits is attached to this Adoption Agreement.

H11. Funding Based Limits

- a. Severe funding shortfall benefit accruals after cessation period. Benefit accruals that were not permitted to accrue because of the application of 3.1.12 shall be restored when that limitation ceases to apply if the continuous period of the limitation was 12 months or less and the plan's enrolled actuary certifies that the Adjusted Funding Target Attainment Percentage for the Plan Year would not be less than 60 percent taking into account any restored benefit accruals for the prior Plan Year.
- a.1. No reinstatement. Benefit accruals not permitted by benefit restrictions shall not be reinstated.
- a.2. Benefit accruals not permitted to accrue shall recommence and benefit accruals for the cessation period shall be reinstated. This election is effective:
- a.2.A. As of the effective date of the Plan.
- a.2.B. For Plan Years beginning on or after ___/___/___ (MM/DD/YYYY)
(Enter the first day of the Plan Year for which the election is effective.)
- b. Distribution Options under Benefit Restrictions (May select all, a combination or none)
- b.1. Participants and Beneficiaries previously limited to half single sum payments may elect to take full lump sum payments after the restrictions of this Section no longer apply.
- b.2. Participants and Beneficiaries with distribution options limited by the restrictions of this Section may select half single sum payments.
- b.3. The Plan Administrator shall provide ad hoc optional forms of benefit when only half single sum payments are allowed by the restrictions in this Section.
- b.4. Participants and Beneficiaries are permitted to elect backup distribution optional forms in case the optional form they have selected could later be subject to the restrictions of this Section.
- c. Effective date. The selections in this H11. are effective ___/___/___ (For PPA restatement purposes, generally the first day of the Plan Year beginning on or after January 1, 2008.)