

Flexible Money Purchase Pension Plan

Standardized Adoption Agreement

EMPLOYER INFORMATION

Name of Adopting Employer _____
Address _____
City _____ State _____ Zip _____
Telephone _____ Adopting Employer's Federal Tax Identification Number _____
Name of Plan _____
Plan Sequence Number _____ Adopting Employer's Fiscal Year End (*specify month and day*) _____ Account Number _____
Type of Business (*select one*):
 Sole Proprietorship Partnership C Corporation S Corporation Other (*specify*) _____

SECTION ONE: EFFECTIVE DATES

Complete Part A or B

Part A. Effective Date

This is the initial adoption of a money purchase pension plan by the Employer.

The Effective Date of this Plan is _____.

NOTE: *The Effective Date is usually the first day of the Plan Year in which this Adoption Agreement is signed.*

Part B. Restatement Date

This is a restatement of an existing qualified plan (a Prior Plan).

The Prior Plan was initially effective on _____.

The Effective Date of this restatement is _____.

NOTE: *The Effective Date is usually the first day of the Plan Year in which this Adoption Agreement is signed.*

SECTION TWO: ELIGIBILITY

Complete Parts A and B

Part A. Employer Money Purchase Pension Contributions

- Age Requirement.** An Employee will be eligible to become a Participant in the Plan for purposes of receiving an Employer Money Purchase Pension Contribution made pursuant to Section Three, Part A of the Adoption Agreement after attaining age _____ (*no more than 21*).
- Years of Eligibility Service Requirement.** An Employee will be eligible to become a Participant in the Plan for purposes of receiving an Employer Money Purchase Pension Contribution made pursuant to Section Three, Part A of the Adoption Agreement after completing _____ (*enter 0, 1, 2 or any fraction less than 2*) Years of Eligibility Service.

NOTE: *If the age requirement in this Section 2 is left blank, it shall be deemed there is no age requirement. If a single Entry Date is selected in Section 2, Part B, item 4, no age requirement can exceed 20%. If more than one Year of Eligibility Service is selected for Part A, Item 2, above, the immediate 100% vesting schedule of Section 4 will automatically apply. If left blank, the Years of Eligibility Service required shall be deemed to be 0. If a fraction is selected, an Employee will not be required to complete any specified number of Hours of Service to receive credit for a fractional year. If a single Entry Date is selected in Section 2, Part B, Item 4, the Years of Eligibility Service required for such item cannot exceed 1½. If more than one year is selected by the Employer, all contributions shall be 100% Vested.*

Part B. Other Eligibility Criteria

1. Employees Employed As of Effective Date

Will an Employee employed as of the Effective Date of this Plan who has not otherwise met the requirements of Part A above be considered to have met those requirements as of the Effective Date?

Option 1: Yes.

Option 2: No.

NOTE: *If no option is selected, Option 2 shall be deemed to be selected.*

2. Exclusion of Certain Classes of Employees

An Employee will be eligible to become a Participant in the Plan unless such Employee is (*select any that apply*):

- Included in a unit of Employees covered by a collective bargaining agreement between the Employer and Employee representatives, if retirement benefits were the subject of good faith bargaining and if two percent or less of the Employees who are covered pursuant to that agreement are professionals as defined in Section 1.410(b)-9 of the Income Tax Regulations. For this purpose, the term "employee representatives" does not include any organization more than half of whose members are Employees who are owners, officers, or executives of the Employer.
- A nonresident alien (within the meaning of Section 7701(b)(1)(B) of the Code) who received no earned income (within the meaning of Section 911(d)(2) of the Code) from the Employer which constitutes income from sources within the United States (within the meaning of Section 861(a)(3) of the Code).
- Employees who became Employees as the result of a transaction under Section 410(b)(6)(C) of the Code. Such Employees will be excluded during the period beginning on the date of the transaction and ending on the last day of the first Plan Year beginning after the date of the transaction. A transaction under Section 410(b)(6)(C) of the Code is an asset or stock acquisition, merger, or similar transaction involving a change in the employer of the employees of a trade or business.

3. Hours Required For Eligibility Purposes

- a. _____ Hours of Service (*no more than 1,000*) shall be required to constitute a Year of Eligibility Service.
- b. _____ Hours of Service (*no more than 500 but less than the number specified in item 3(a), above*) must be exceeded to avoid a Break in Eligibility Service.
- c. For purposes of determining Years of Eligibility Service, an Employee shall be given credit for Hours of Service with the following predecessor employer(s) (*complete if applicable*) _____.

4. Entry Dates

The Entry Dates for participation shall be (*select one*)

Option 1: The first day of the Plan Year and the first day of the seventh month of the Plan Year.

Option 2: Other (*specify*) _____.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected. Option 2 can be selected only if the eligibility requirements and Entry Dates are coordinated such that each Employee will become a Participant in the Plan no later than the earlier of: (1) the first day of the Plan Year beginning after the date the Employee satisfies the age and service requirements of Section 410(a) of the Code; or (2) six months after the date the Employee satisfies such requirements.*

SECTION THREE: CONTRIBUTIONS

Complete Parts A through D

Part A. Employer Money Purchase Pension Contributions (*select one*):

Option 1: Nonintegrated Formula. For each Plan Year the Employer will contribute for each Qualifying Participant an amount equal to _____ percent (*not to exceed 25 percent*) of the Qualifying Participant's Compensation for the Plan Year.

Option 2: Integrated Formula. For each Plan Year, the Employer will contribute for each Qualifying Participant an amount equal to the sum of the amounts determined in Step 1 and 2:

Step 1. An amount equal to _____ percent (*the base contribution percentage*) of the Participant's Compensation for the Plan Year up to the integration level; plus

Step 2. An amount equal to _____ percent (*not to exceed the base contribution percentage by more than the lesser of: (1) the base contribution percentage, or (2) the money purchase maximum disparity rate as described in Section 3.01(B)(2) of the Plan*) of such Participant's Compensation for the Plan Year in excess of the integration level.

The integration level shall be (*select one*):

Suboption (a): the Taxable Wage Base.

Suboption (b): \$ _____ (*a dollar amount less than the Taxable Wage Base*).

Suboption (c): _____ percent (*not more than 100 percent*) of the Taxable Wage Base.

NOTE: *If no suboption is selected, Suboption (a) shall be deemed to be selected.*

Option 3: Flat Contribution Formula. For each Plan Year, the Employer will contribute for each Qualifying Participant an amount equal to \$ _____.

Option 4: Frozen Plan. This Plan is frozen effective _____ and the Employer will not make additional contributions to the Plan after such date.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

Part B. Qualifying Participants

A Participant will be a Qualifying Participant and thus entitled to share in the Employer Money Purchase Pension Contribution for any Plan Year only if the Participant is a Participant who has satisfied all of the eligibility requirements of Section 2 of this Adoption Agreement on at least one day of such Plan Year and, if such Participant has incurred a Termination of Employment, satisfies the following Hours of Service requirement (*select one*):

Option 1: The Participant completes at least 500 Hours of Service during the Plan Year.

Option 2: The Participant completes at least _____ (*not more than 500*) Hours of Service during the Plan Year. However, this condition will be waived for the following reason(s) (*select at least one*):

Suboption a: The Participant's Death.

Suboption b: The Participant's Termination of Employment after having incurred a Disability.

Suboption c: The Participant's Termination of Employment after having reached Normal Retirement Age.

Suboption d: This condition will not be waived.

NOTE: *If no suboption is selected, Suboptions a, b and c will be deemed to be selected.*

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

Part C. Contributions To Disabled Participants

Will a Participant who has incurred a Disability be entitled to an Employer Money Purchase Pension Contribution pursuant to Section 3.01(B)(1) of the Plan (*select one*)?

Option 1: Yes.

Option 2: No.

NOTE: *If no option is selected, Option 2 shall be deemed to be selected.*

Part D. Other Contributions

1. Rollover Contributions

May an Employee make rollover contributions to the Plan pursuant to Section 3.03 of the Plan *(select one)*?

- Option 1:** Yes.
- Option 2:** Yes, unless such Employee is part of an excluded class of Employees.
- Option 3:** Yes, but only after becoming a Participant.
- Option 4:** No.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

2. Transfer Contributions

May an Employee make transfer contributions to the Plan pursuant to Section 3.04 of the Plan *(select one)*?

- Option 1:** Yes.
- Option 2:** Yes, unless such Employee is part of an excluded class of Employees.
- Option 3:** Yes, but only after becoming a Participant.
- Option 4:** No.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

3. Participants Entitled To Receive Minimum Allocation

Any minimum allocation required pursuant to Section 3.01(E) of the Plan shall be allocated to the Individual Accounts of *(select one)*:

- Option 1:** Participants who are non-Key Employees.
- Option 2:** All Participants.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

4. Top-Heavy Ratio

For purposes of establishing the Present Value of benefits under a defined benefit plan to compute the top-heavy ratio as described in Section 7.19(B) of the Plan, any benefit shall be discounted only for mortality and interest based on the following *(select one)*:

- Option 1:** Not applicable because the Employer has not maintained a defined benefit plan.
- Option 2:** The interest rate and mortality table specified for this purpose in the defined benefit plan.
- Option 3:** Interest rate of _____ percent and the following mortality table *(specify)* _____.

5. Minimum Allocation or Benefit

For any Plan Year with respect to which this Plan is a Top-Heavy Plan, any minimum allocation required pursuant to Section 3.01(E) of the Plan shall be made *(select one)*:

- Option 1:** To this Plan.
- Option 2:** To the following plan maintained by the Employer *(specify name and plan sequence number of plan)* _____.
- Option 3:** In accordance with the method described on an attachment to this Adoption Agreement. *(Attach language describing the method that will be used to satisfy Section 416 of the Code. Such method must preclude Employer discretion.)*

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

SECTION FOUR: VESTING AND FORFEITURES
Complete Parts A through E

Part A. Vesting Schedule For Employer Money Purchase Pension Contributions

A Participant shall become Vested in his or her Individual Account derived from Employer Money Purchase Pension Contributions made pursuant to Section Three of the Adoption Agreement as follows *(select one)*:

1. Current Vesting Schedule

YEARS OF VESTING SERVICE	VESTED PERCENTAGE					<i>(Complete if Chosen)</i>
	Option 1 <input type="checkbox"/>	Option 2 <input type="checkbox"/>	Option 3 <input type="checkbox"/>	Option 4 <input type="checkbox"/>	Option 5 <input type="checkbox"/>	
Less than One	0%	0%	100%	0%	_____ %	
1	0%	0%	100%	0%	_____ %	
2	0%	20%	100%	0%	_____ %	
3	0%	40%	100%	20%	_____ %	(not less than 20%)
4	0%	60%	100%	40%	_____ %	(not less than 40%)
5	100%	80%	100%	60%	_____ %	(not less than 60%)
6	100%	100%	100%	80%	_____ %	(not less than 80%)
7	100%	100%	100%	100%	_____ %	(not less than 100%)

NOTE: *If no option is selected, Option 3 shall be deemed to be selected.*

2. Prior Vesting Schedule (Complete this Part A, item 2 only if the Plan has been amended to include a less favorable vesting schedule.)

YEARS OF VESTING SERVICE	VESTED PERCENTAGE					(Complete if Chosen)
	Option 1 <input type="checkbox"/>	Option 2 <input type="checkbox"/>	Option 3 <input type="checkbox"/>	Option 4 <input type="checkbox"/>	Option 5 <input type="checkbox"/>	
Less than One	0%	0%	100%	0%	_____ %	
1	0%	0%	100%	0%	_____ %	
2	0%	20%	100%	0%	_____ %	
3	0%	40%	100%	20%	_____ %	(not less than 20%)
4	0%	60%	100%	40%	_____ %	(not less than 40%)
5	100%	80%	100%	60%	_____ %	(not less than 60%)
6	100%	100%	100%	80%	_____ %	(not less than 80%)
7	100%	100%	100%	100%	_____ %	(not less than 100%)

Part B. Top-Heavy Vesting Schedule

Pursuant to Section 4.01(B) of the Plan, the vesting schedule that will apply when this Plan is a Top-Heavy Plan (unless the Plan's regular vesting schedule provides for more rapid vesting) shall be (select one):

Option 1: 6 Year Graded.

Option 2: 3 Year Cliff.

NOTE: If no option is selected, Option 1 shall be deemed to be selected if a graded vesting schedule is selected in Part A above, and Option 2 shall be deemed to be selected if a cliff vesting schedule is selected in Part A above.

Part C. Hours Required For Vesting Purposes

- _____ Hours of Service (no more than 1,000) shall be required to constitute a Year of Vesting Service.
- _____ Hours of Service (no more than 500 but less than the number specified in this Section 4, Part C, item 1, above) must be exceeded to avoid a Break in Vesting Service.
- For purposes of determining Years of Vesting Service, an Employee shall be given credit for Hours of Service with the following predecessor employer(s) (complete if applicable) _____.

Part D. Exclusion of Certain Years of Vesting Service

All of an Employee's Years of Vesting Service with the Employer are counted to determine the Vested percentage in the Participant's Individual Account except (select any that apply):

Years of Vesting Service before the Employee reaches age 18.

Years of Vesting Service before the Employer maintained this Plan or a predecessor plan.

Part E. Allocation of Forfeitures

Forfeitures shall be (select one):

Option 1: Allocated to the Individual Accounts of the Participants specified below in the manner described in Section 3.01(B) of the Plan (for Employer Money Purchase Pension Contributions).

The Participants entitled to receive allocations of such Forfeitures shall be (select one):

Suboption (a): Qualifying Participants.

Suboption (b): All Participants.

NOTE: If no suboption is selected, Suboption (a) shall be deemed to be selected.

Option 2: Applied to reduce Employer Money Purchase Pension Contributions.

NOTE: If no option is selected, Option 2 shall be deemed to be selected. Pursuant to Section 3.01(C) of the Plan and notwithstanding the election made above, the Employer may first apply forfeitures to either the payment of the Plan's administrative expenses in accordance with Section 7.04 of the Plan or the restoration of Participant's Individual Accounts pursuant to Section 4.01(C)(3) of the Plan.

SECTION FIVE: DISTRIBUTIONS AND LOANS

Complete Parts A through C

Part A. Distributable Events (Answer each of the following items.)

1. Termination of Employment Before Normal Retirement Age

May a Participant who has not reached Normal Retirement Age request a distribution from the Plan upon Termination of Employment (select one)?

Option 1: Yes.

Option 2: No.

2. Disability

May a Participant who has incurred a Disability request a distribution from the Plan (select one)?

Option 1: Yes.

Option 2: No.

3. Attainment of Normal Retirement Age

May a Participant who has attained Normal Retirement Age but has not incurred a Termination of Employment request a distribution from the Plan (select one)?

Option 1: Yes.

Option 2: No.

4. Withdrawals of Rollover Contributions

May an Employee request a distribution of his or her rollover contributions at any time *(select one)*?

Option 1: Yes.

Option 2: No.

5. Withdrawals of Transfer Contributions

May an Employee request a distribution of his or her transfer contributions at any time *(select one)*?

Option 1: Yes.

Option 2: No.

6. Loans

May a Participant request a loan pursuant to Section 5.19 of the Plan *(select one)*?

Option 1: Yes.

Option 2: No.

NOTE: *If no option is selected for items 1 through 5, Option 1 shall be deemed to be selected for such items. If no option is selected for item 6, Option 2 shall be deemed to be selected.*

Part B. Form of Distribution *(Answer each of the following items.)*

1. Lump Sum

May a Participant request a distribution of the Vested portion of his or her Individual Account in a lump sum, subject to Section 5.02(C) of the Plan *(select one)*?

Option 1: Yes.

Option 2: No.

2. Installment Payments

May a Participant request a distribution of the Vested portion of his or her Individual Account over a period not to exceed the life expectancy of the Participant or the joint and last survivor life expectancy of the Participant and his or her designated Beneficiary, subject to Section 5.02(C) of the Plan *(select one)*?

Option 1: Yes.

Option 2: No.

3. Annuity Contracts

May a Participant apply the Vested portion of his or her Individual Account toward the purchase of an annuity contract, subject to Section 5.02(C) of the Plan *(select one)*?

Option 1: Yes.

Option 2: No.

4. Involuntary Cashouts

An Eligible Rollover Distribution that exceeds \$1,000 but does not exceed \$5,000 will be paid in the following manner pursuant to Sections 5.02 and 5.04 of the Plan *(select one)*:

Option 1: a single sum.

Option 2: a Direct Rollover to an individual retirement account.

NOTE: *Option 1 must be selected for at least one of items one through three in Part B above. If neither option is selected for items one through three in Part B above, Option 1 shall be deemed to have been selected for such item. If item four is not completed, Option 2 shall be deemed to have been selected for such item. If this Plan is restating a Prior Plan, the forms of distribution under this Plan must generally be at least as favorable as under the Prior Plan.*

Part C. Joint and Survivor Annuity

The survivor annuity portion of the Qualified Joint and Survivor Annuity shall be a percentage equal to _____ percent *(at least 50 percent, but no more than 100 percent)* of the amount paid to the Participant prior to his or her death.

NOTE: *Section 411(d)(6) of the Code prohibits the elimination of protected benefits. In general, protected benefits include the timing of payout options. If the Plan is restating a Prior Plan that permitted a distribution option described above that involves the timing of a distribution, the selections must generally be at least as favorable as under the Prior Plan. Forms of distributions may be eliminated under certain conditions, but generally only after advance notice has been given to Participants as described in the Basic Plan Document.*

SECTION SIX: DEFINITIONS

Complete Parts A through M

Part A. Plan Year Means

Option 1: The 12-consecutive month period which coincides with the Adopting Employer's Fiscal Year.

Option 2: The calendar year.

Option 3: Other 12-consecutive month period *(Specify a 12-consecutive month period selected in a uniform and nondiscriminatory manner.)*

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

If the initial Plan Year is less than 12 months (a short Plan Year) specify such Plan Year's beginning and ending dates

Part B. Limitation Year Means

Option 1: The Plan Year.

Option 2: The calendar year.

Option 3: Other 12-consecutive month period (*Specify a 12-consecutive month period selected in a uniform and nondiscriminatory manner.*)

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

Part C. Hours of Service Equivalencies

Service will be determined on the basis of (*select one*):

Option 1: Actual hours for which an Employee is paid or entitled to payment.

Option 2: Days worked. An Employee will be credited with 10 Hours of Service if under the definition of Hours of Service Section such Employee would be credited with at least 1 Hours of Service during the day.

Option 3: Weeks worked. An Employee will be credited with 45 Hours of Service if under the definition of Hours of Service Section such Employee would be credited with at least 1 Hours of Service during the week.

Option 4: Semi-Monthly payroll periods worked. An Employee will be credited with 95 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least 1 Hours of Service during the semi-monthly payroll period.

Option 5: Months worked. An Employee will be credited with 190 Hours of Service if under the definition of Hours of Service Section such Employee would be credited with at least 1 Hours of Service during the month.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected. This Section Six, Part C will not apply if the elapsed time method of Section Six, Part D is selected.*

Part D. Elapsed Time Method

In lieu of tracking Hours of Service of Employees, will the elapsed time method described under the definition of Hours of Service be used (*select one*)?

Option 1: No.

Option 2: Yes.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

Part E. General Definition of Compensation

Compensation will mean all of each Participant's (*select one*):

Option 1: W-2 wages.

Option 2: Section 3401(a) wages.

Option 3: 415 safe-harbor compensation.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

Part F. Determination Period

Compensation shall be determined over the following applicable period (*select one*):

Option 1: The Plan Year.

Option 2: The calendar year ending with or within the Plan Year.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

Part G. Elective Deferrals and Compensation

Compensation shall include Employer Contributions made pursuant to a salary reduction agreement which are not includible in the gross income of the Employee under Sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B) and 403(b) of the Code (*select one*):

Option 1: Yes.

Option 2: No.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

Part H. Pre-Entry Date Compensation

Unless a different definition of Compensation is required by either the Code or ERISA, for the Plan Year in which an Employee enters the Plan, the Employee's Compensation which shall be taken into account for purposes of the Plan shall be (*select one*):

Option 1: The Employee's Compensation only from the time the Employee became a Participant in the Plan.

Option 2: The Employee's Compensation for the whole of such Plan Year.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

Part I. Normal Retirement Age

The Normal Retirement Age under the Plan shall be (*select and complete one*):

Option 1: Age _____ (*not to exceed 65 or such later age as may be allowed under Section 411(a)(8)*).

Option 2: The later of age _____ (*not to exceed 65 or such later age as may be allowed under Section 411(a)(8)*) or the _____ (*not to exceed fifth*) anniversary of the first day of the first Plan Year in which the Participant commenced participation in the Plan.

NOTE: *If no option is selected, the Normal Retirement Age shall be deemed to be age 59½.*

Part J. Early Retirement Age

The Early Retirement Age under the Plan shall be *(select one)*:

Option 1: An Early Retirement Age is not applicable under the Plan.

Option 2: A Participant satisfies the Plan's Early Retirement Age conditions by attaining age _____ and completing _____ Years of Vesting Service.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

Part K. Valuation Date

The Plan Valuation Date shall be *(select one)*:

Option 1: Daily.

Option 2: The last day of the Plan Year and each other date designated by the Plan Administrator which is selected in a uniform and nondiscriminatory manner.

Option 3: The last day of each Plan quarter.

Option 4: The last day of each month.

Option 5: Other *(Specify one or more dates that are selected in a uniform and nondiscriminatory manner, including the last day of the Plan Year.)*

NOTE: *If no option is selected, Option 2 shall be deemed to be selected.*

Part L. Disability

For purposes of this Plan, Disability shall mean *(select one)*:

Option 1: The inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.

Option 2: The inability to engage in any substantial, gainful activity in the Employee's trade or profession for which the Employee is best qualified through training or experience.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

Part M. Eligibility Computation Period

An Employee's Eligibility Computation Periods subsequent to his or her initial Eligibility Computation Period shall be *(select one)*:

Option 1: The 12-consecutive month periods commencing on the anniversaries of his or her Employment Commencement Date.

Option 2: The Plan Year commencing with the Plan Year beginning during his or her initial Eligibility Computation Period.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

SECTION SEVEN: MISCELLANEOUS

Complete Parts A and B

Part A. Participant Direction

Will Participants be responsible for directing the investment of their Plan assets pursuant to Section 7.22(B) of the Plan *(select one)*?

Option 1: Yes.

Option 2: No.

Part B. Permissible Investments

The assets of the Plan shall be invested only in those investments described below *(to be completed by the Prototype Sponsor)*:

NOTE: *If no option is selected for Part A above, Option 1 shall be deemed to be selected.*

SECTION EIGHT: TRUSTEE AND CUSTODIAN

Complete Parts A and B (as applicable)

Part A. Custodian *(This Part A must be completed unless a Trustee is named in Part B, below.)*

Financial Organization _____

Address _____

Signature _____

Type Name _____ Title _____

Part B. Trustee *(This Part B must generally be completed unless the Plan covers one or more Self-Employed Individuals or satisfies another exception under Section 403(b) of ERISA. Select one.)*

Option 1: Financial Organization as Trustee

Option 2: Individual Trustee(s)

The Trustee of this Plan shall be a: Directed Trustee Discretionary Trustee

Name of Trustee _____

Address _____

Telephone _____

Signature _____ Title _____

Name of Trustee _____
 Address _____
 Telephone _____
 Signature _____ Title _____

Name of Trustee _____
 Address _____
 Telephone _____
 Signature _____ Title _____

Name of Trustee _____
 Address _____
 Telephone _____
 Signature _____ Title _____

SECTION NINE: EMPLOYER SIGNATURE

Important: Please read before signing

Prototype Sponsor

Name of Prototype Sponsor _____
 Address _____
 Telephone _____

Check here and provide the applicable information below if someone other than the Adopting Employer will be the Plan Administrator.

Name of Plan Administrator _____
 Address _____
 City _____ State _____ Zip _____
 Telephone _____
 Signature of Plan Administrator _____ Date Signed _____
 Type Name _____

Check here if there is an attachment(s) that applies to this Plan *(If the box is checked, please describe the attachment(s) below.)*

I am an authorized representative of the Adopting Employer named above and I state the following:

1. I acknowledge that I have relied upon my own advisors regarding the completion of this Adoption Agreement and the legal tax implications of adopting this Plan;
2. I understand that my failure to properly complete this Adoption Agreement may result in disqualification of the Plan;
3. I understand that the Prototype Sponsor will inform me of any amendments made to the Plan and will notify me should it discontinue or abandon the Plan; and
4. I have received a copy of this Adoption Agreement, the corresponding Basic Plan Document and, if applicable, any separate trust agreement used in lieu of the trust agreement contained in the Basic Plan Document.

Signature of Adopting Employer _____ Date Signed _____
 Type Name _____ Title _____

NOTE: *The Adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Section 401 of the Code except to the extent provided in Revenue Procedure 2000-20, 2000-6 I.R.B. 553 and Announcement 2001-77, 2001-30 I.R.B. An Employer who has ever maintained or who later adopts any Plan (including a welfare benefit fund, as defined in Section 419(e) of the Code, which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in Section 419A(d)(3) of the Code, or an individual medical account, as defined in Section 415(l)(2) of the Code) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Sections 415 and 416 of the Code. If the Employer who adopts or maintains multiple plans wishes to obtain reliance with respect to the requirements of Sections 415 and 416 of the Code, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. The Employer may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to the Plan or in Revenue Procedure 2000-20 and Announcement 2001-77. This Adoption Agreement may be used only in conjunction with Basic Plan Document #01.*

SECTION TEN: REMEDIAL AMENDMENT PERIOD PLAN ADMINISTRATION

Complete Section 10 only if the Plan is being restated to comply with GUST

Part A. Highly Compensated Employee

1. **Top Paid Group.** For purposes of determining who was a Highly Compensated Employee, did the Employer make the top-paid group election for the following Plan Years?

1997	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable	2001	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable
1998	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable	2002	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable
1999	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable	2003	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable
2000	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable	2004	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable

NOTE: *If a box is not selected for a year, "No" shall be deemed to be selected for such year.*

2. **Calendar Year Data Election.** For purposes of determining who was a Highly Compensated Employee (other than as a five-percent owner) did the Employer make a calendar year data election for the following Plan Years?

1997	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable	2001	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable
1998	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable	2002	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable
1999	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable	2003	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable
2000	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable	2004	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable

NOTE: *If a box is not selected for a year, "Yes" shall be deemed to be selected for such year.*

Part B. Required Minimum Distribution

1. **Required Beginning Date.** Effective the first day of the _____ (enter year) Plan Year, the definition of Required Beginning Date with respect to this Plan was amended to (select one):

- Option 1:** the April 1 of the calendar year following the calendar year in which a Participant attains age 70½.
- Option 2:** the April 1 of the calendar year following the calendar year in which a Participant attains age 70½, except that distributions to a Participant (other than a five-percent owner) with respect to benefits accrued after the later of the adoption or effective date of this amendment to the Plan must commence by the later of the April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or retires.
- Option 3:** the later of the April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or retires except that distributions to a five-percent owner must commence by the April 1 of the calendar year following the calendar year in which the Participant attains age 70½.

NOTE: *If no Option is selected, Option 3 shall be deemed to be selected. If Option 3 is selected, complete item 2 below. If either item 1 or item 2 above is selected, skip item 2 below and proceed to Part E below.*

2. **Transition Rules.** To facilitate the amendment to the definition of Required Beginning Date, one or more of the following options must be selected if Option 3, item 1, above was selected. Option 3, below, must be selected to the extent that there would have been an elimination of a preretirement age 70½ distribution option for Employees older than those listed in item 1 above.

- Option 1:** Any Participant who attained age 70½ in years after 1995 was permitted to defer distributions until the calendar year following the calendar year in which the Participant retired.
- Option 2:** Any Participant attaining age 70½ in years prior to 1997 was permitted to stop distributions and recommence by the April 1 of the calendar year following the year in which the Participant retires. With respect to such Participants, there is (select one):
- Suboption (a): a new annuity starting date upon recommencement, or
- Suboption (b): no new annuity starting date upon recommencement.
- Option 3:** The preretirement age 70½ distribution option was only eliminated with respect to Employees who reached age 70½ in or after a calendar year that begins after the later of December 31, 1998, or the adoption date of this amendment.

NOTE: *If no option is selected, Options 1, 2 and 3 shall be deemed to be selected. If Option 2 is selected or deemed selected and neither Suboption (a) nor Suboption (b) is selected, Suboption (b) shall be deemed to be selected.*

3. **Calculations.** For purposes of determining a Participant's required minimum distribution, in what calendar year did the Employer adopt the 2001 proposed regulations under Section 401(a)(9) of the Code?

2001 2002 Not Applicable

NOTE: *If a box is not selected under item 3 above, 2001 shall be deemed to be selected.*

Part C. Annual Additions Testing

The 1.0 test described in Section 415(e) of the Code did not apply for Plan Years beginning on or after January 1, 2000. In addition, the Plan did not apply the rule requiring adjustment of the \$30,000 annual additions limit to one-fourth of the defined benefit limit for Plan Years beginning on or after January 1, 1995.

Part D. Family Aggregation

The family aggregation rules with respect to coverage and nondiscrimination tests and allocations of Employer Contributions to the Plan did not apply for Plan Years beginning on or after January 1, 1997.

Part E. Compensation

The definition of Compensation with respect to annual additions testing under Section 415 of the Code was amended to gross Compensation for Plan Years beginning on or after January 1, 1998.

