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Regional Prototype Standardized Non-Integrated
Defined Benefit Plan #03-002

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Regional Prototype Standardized
Non-Integrated Defined Benefit plan
ADOPTION AGREEMENT #03-002

The Employer referred to in Section I.B hereof, hereby adopts this Plan and Trust, a copy of which is attached hereto, as of the Effective Date specified herein, to provide retirement and pre-retirement benefits for its Employees.

Note to Employer: Failure to complete the Adoption Agreement properly may result in disqualification of the plan.

I. Basic Information

I. A. Plan Information

1. This Plan shall be known as the

2. This Trust shall be known as the

3. This Plan is:

a. A newly adopted Plan effective as of

b. An Amendment and restatement of a previously qualified Plan which was originally effective .

Except as specifically provided in the Plan, the Effective Date of this restatement is
(For TRA '86 amendments, enter the first day of the first Plan Year beginning in 1989.)

4. The Plan number shall be

5. The Plan Year shall be:

a. the 12 consecutive month period ending on each

b. initially the period commencing on and ending on
on each

I. A. Plan Information

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6. The Employer hereby designates the following Trustee(s):

- a.
- b.
- c.
- d.
- e.
- f.
- g.
- h.
- i.
- j.

7. The Employer hereby designates the following as Plan Administrator:

a. Employer

b. Name:

(If not completed, the Employer shall be designated.)

Address:

Telephone No.:

8. The Employer hereby designates the following as the Retirement Committee, to act on behalf of the Plan Administrator (leave blank if no Retirement Committee is appointed):

- a.
- b.
- c.
- d.
- e.

I. B. Information Relating to Plan Officials

II. Plan Definitions

II. A. Compensation

1. Compensation additions and exclusions:

a. Compensation which is not includable in the gross income of the Participant under Sections 125, 402(a)(8), 402(h) or 403(b) of the Code

i. shall be included.

ii. shall NOT be included.

b. As this is a standardized Plan, no items (such as bonuses, overtime or commissions) may be excluded from Compensation.

2. Compensation shall mean all of each Participant's wages as defined in Section 7.4(c) of the Plan:

a. i. Section 3121(a) wages.

ii. Section 3401(a) wages.

iii. 415 Safe-Harbor Compensation.

which is actually paid to the Participant during the following compensation period:

b. i. The Plan Year.

ii. The Employer's fiscal year ending with or within the Plan Year.

iii. The Limitation year ending with or within the Plan Year.

iv. The Calendar Year ending with or within the Plan Year.

3. For plan purposes, maximum Annual Compensation shall be:

a. \$ _____ (not to exceed maximum allowed under Code Section 401(a)(17), i.e. \$200,000 in 1989 and adjusted by the Secretary of the Treasury for cost of living increases).

b. Maximum allowed under Section 401(a)(17).

4. Average Annual Compensation.

Average Annual Compensation shall be averaged over:

a. _____ (not less than 3) consecutive compensation periods as selected in II.A.2.b. which produce the highest average within the last 10 years of service.

b. _____ (not less than 3) highest consecutive compensation periods as selected in II.A.2.b.

c. Not Applicable. Benefit formula is Unit Credit Career Average.

5. Annualization (Optional).

If a Participant works less than a full twelve month period, his Compensation for the partial year may be annualized for benefit accrual purposes. If Compensation is annualized, the method of annualization will be to multiply the actual Compensation for the twelve month period by the ratio of:

- a. maximum hours of Credited Service necessary to earn a full year of Credited Service over the Participant's actual Hours of Credited Service.
- b. total working days in the twelve month period over the Participant's actual day worked.
- c. 52 over the number of weeks in which any Hours of Credited Service were completed by the Participant.
- d. 12 over the number of months in which any Hours of Credited Service were completed by the Participant.

II. B. Service Definitions

1. The Limitation Year of the Plan shall be:

- a. Plan Year
- b.

2. The Computation Period for vesting and Breaks-in-Service shall be:

- a. Plan Year
- b.
(If no period is specified in either of the above two options, the Plan Year shall be selected).

3. If this option is selected then Section 2.23 of the Plan is applied so that the Computation Period for eligibility purposes shall be successive anniversaries of the Employee's Employment Commencement Date.

- This option is selected.

4. The Employer elects pursuant to Section 2.45 (g) of the Plan to count Hours of Service based on the following:

- a. Actual hours of employment.
- b. Forty-five (45) hours for weekly pay period.
- c. Ninety (90) hours for each bi-weekly pay period.
- d. One hundred ninety (190) hours for each monthly pay period.
- e. On the basis of the elapsed time method. For vesting purposes where partial years are included, a full year credit will be given for:
 - i. weeks of elapsed time.

II. B. Service Definitions

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ii. months of service.

iii. not applicable.

(If no option is selected actual hours of employment shall be counted.)

5. The Anniversary Date shall be:

(If not specified, the Anniversary Date shall be the first day of Plan Year.)

6. Service for vesting and eligibility purposes with the following predecessor Employers shall be:

a. Excluded.

b. Included from

c. Included for such years a qualified retirement plan was maintained by such from

Name of predecessor employer(s):

(i)

(ii)

(iii)

7. Definition of Year of Credited Service for Accrual of Benefits

a. For purposes of computing a Participant's Accrued benefits, choose one of the following provisions:

i. Full Year Accrual - Each Participant who completes either more than (not more than 500) Hours of Service during the Plan Year or is employed on the last day of the Plan Year shall be credited with a full Year of Service for Accrued Benefit purposes.

ii. Partial Year Accrual - Each Participant who completes (not greater than 2,000) Hours of Service during the Plan Year shall be credited with a full Year of Service for Accrued Benefit purposes (Required Hours).

If the Participant either completes more than 500 Hours of Service during the Plan Year or is employed on the last day of the Plan Year but has less than the hours required for a full year of credit specified above, each Participant shall receive an accrual for such year which bears the same ratio to a full accrual for such year as the number of hours the Participant actually completes bears to the required hours for full accrual.

If the Participant completes less than 501 Hours of Service during the Plan Year and is not employed on the last day of the Plan Year he shall not receive any accrual for the Plan Year.

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b. Accrual of Benefits for Plan Years prior to 1990. (Optional)

If a Participant completes less than _____(not more than 1,000) Hours of Service for a Plan Year beginning before _____(not later than the first day of the Plan Year beginning in 1990) or such later date as allowed by the IRS, he shall not receive any accrual for that Plan Year.

II. C. Retirement

1. The Normal Retirement Age shall be:

- a. Age (not to exceed age 65).
- b. The later of age (not to exceed 65) or the anniversary of the participation commencement date. Except as specified in Section 2.55 of the Plan, the Normal Retirement Age shall not be later than the later of Age 65 or the fifth (5th) anniversary of the participation commencement date.

The participation commencement date is the first day of the first Plan Year in which the Participant commenced participation in the plan.

2. The Early Retirement Date shall be:

- a. Years prior to Normal Retirement Date, but not prior to the Participant's Participant's original Entry Date.
- b. The later of: Age ; or the completion of:
 - Years of Service;
 - Years of Participation.
- c. Age .

d. There shall be no Early Retirement Date.

3. Normal Retirement Date Rounding. A Participant shall become eligible to receive his normal retirement benefits on the:

- a. FIRST DAY OF THE MONTH FOLLOWING the attainment of his Normal Retirement Age.
- b. EXACT DATE the Participant actually attains his Normal Retirement Age (e.g. his 65th birthday or exactly 5 years from his initial plan participation).
- c. FIRST DAY OF THE MONTH COINCIDENT WITH OR FOLLOWING the attainment of his Normal Retirement Age.

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II. D. Actuarial Assumptions

1. Actuarial Equivalencies

For determining benefits payable in a form other than the Normal Form:

a. Interest Rate per Year

- i. Pre-Retirement: %
- ii. Post Retirement: %

b. Mortality Table

- i. Post Retirement:
- ii. Pre Retirement:
 - (a) None
 - (b) Same as Post Retirement
 - (c)

2. Top Heavy

For determining present value of benefits for Top Heavy purposes:

a. Interest Rate per Year

- i. Pre-Retirement: %
- ii. Post Retirement: %

b. Mortality Table

- i. Post Retirement:
- ii. Pre Retirement:
 - (a) None
 - (b) Same as Post Retirement
 - (c)

III. Operative Plan Provisions

III. A. Eligibility

- 1. Classes of Employees eligible to participate shall be all Employees of an Affiliated Employer with the following exclusions:

- a. Employees whose employment is covered by a collective bargaining agreement between the Employer and Employee representatives for which retirement benefits have been the subject of good faith bargaining and if two (2) percent or less of the Employees of the Employer who are covered pursuant to that agree-

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ment are professionals as defined in Section 1.401(b)-9(g) of the 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.

b. Non-Resident Aliens with no United States Income.

2. Employees shall be eligible to participate after attaining the following age:

a. (Not to exceed Age 21)

b. No minimum age requirement.

3. Service Requirements shall be:

a. Completion of Year(s) of Service not to exceed two years.

b. Completion of months of employment, not to exceed twenty-four (24) months, regardless of number of hours worked and computed from the Employee's Employment Commencement Date.

Note: 1. If more than one (1) Year of Service or 12 consecutive months of employment is required, 100% immediate vesting is required.

Note: 2. If the year(s) of service selected is or includes a fractional year, an employee will not be required to complete any specified number of hours of service to receive credit for such fractional year.

4. Entry Date(s) shall be:

a. SINGLE ENTRY FOLLOWING. The first day of the Plan Year following satisfaction of the requirements of Section III.A hereof (use only with six month service requirement and minimum age requirement cannot exceed 20-1/2).

b. SINGLE ENTRY NEAREST. The first day of the Plan Year nearest satisfaction of the requirements of III.A hereof.

c. SINGLE ENTRY RETROACTIVE. The first day of the Plan Year coincident with or preceding the date on which an Employee satisfies the requirements of Section III.A. hereof.

d. DUAL ENTRY. The earlier of the first day of the Plan Year and the six (6) month anniversary thereof following the date on which an Employee satisfies the requirements of Section III.A. hereof.

e. MONTHLY ENTRY. The first day of the Plan Year and each calendar month following the date on which an Employee satisfies the requirements of Section III.A. hereof.

f. QUARTERLY ENTRY. The first day of the Plan Year and the quarterly anniversaries thereof following the date on which an Employee satisfies the requirements of Section III.A. hereof.

NOTE: Satisfaction of the requirements of Section III.A. above means having completed the actual number of years or months of service specified in Section

III.A.3

in addition to all other requirements of Section III.A.

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i. Years of Credited Service.

ii. No reduction Applies.

NOTE: A Participant's Accrued Benefit at any time equals the product of the Normal Retirement Benefit multiplied by a fraction, the numerator of which is the number of years of Credited Service at such time, and the denominator of which is the greater of 25 or the number of years of Credited Service the Participant would have at Normal Retirement Age. When determining the Accrued Benefit, the Normal Retirement Benefit is the annual benefit to which the Participant will be entitled if he or she continued to earn annually until Normal Retirement Age the same rate of Compensation upon which his or her Normal Retirement Benefit would be computed. This rate of Compensation is computed on the basis of Compensation taken into account under the Plan (but not to exceed the ten years of service immediately preceding the determination).

3. Years of Credited Service

a. For calculating the Normal Retirement Benefit (NRB), Accrued Benefit (AB), and the Accrual Fraction (AF) (if applicable), Years of Credited Service shall be based on:

NRB AB AF

i. Years of Service from employment date or

ii. Years of Service as a Plan Participant.

b. In calculating Years of Credited Service with respect to past service credit, service prior to shall be excluded. (Must be a date not earlier than 5 years before the later of the Effective Date or the Restatement date).

Note: If this Plan initially or upon Plan amendment credits or increases benefits for service prior to the current year, the period for which such credit or increase is granted shall be limited to the 5 years preceding the current year. Such credit or increase must be granted on a uniform basis to all current Employees under the Plan.

c. For Unit Credit Plans, the maximum years of Credited Service that may be taken into account shall be:

i. Years

ii. No limit on Years of Credited Service.

4. This section is applicable only if the benefit formula selected is the Flat Benefit with Fractional Accrual Method.

In calculating the Accrued Benefit at any point in time, the Section 415 limits shall be applied:

a. before

b. after multiplying the Flat Benefit by the accrual fraction.

III. B. Normal Retirement Benefit

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5. Limitations on Normal Retirement Benefit

a. Minimum Dollar Limit.

The minimum monthly benefit at normal retirement age shall be:

i. \$

ii. No minimum.

b. Maximum Dollar Limit.

The maximum monthly benefit at Normal Retirement Age shall be:

i. \$

ii. Not applicable. (Only Section 415 limits apply.)

c. Minimum Benefit under Top Heavy Plan.

Pursuant to Article IX of the Plan, Key Employees shall be:

i. excluded from the Top Heavy minimum.

ii. included for the Top Heavy minimum.

d. Cost of Living Increases

If checked, benefits payable upon retirement (normal or late) shall be increased each year in proportion to the Consumer Price Index for all Urban Consumers, but in any event, not to exceed:

a. % per year

b. annual Section 415(d) increases announced by the Internal Revenue Service.

6. Transitional Rules

(This section must be completed if this is a restatement of a prior integrated plan which is in existence before January 1, 1989.)

The following transitional rule shall apply to all Participants who have accrued a benefit under the Plan as of the close of the Plan Year beginning before (Freeze Date), and who have at least one Hour of Service in a Plan Year beginning after the Freeze Date:

Note: The Freeze Date must be December 31, 1988 for Integrated Plans in existence on or before December 31, 1988.

Each Participant's Accrued Benefit under the Plan shall be equal to the sum of:

(1) The Participant's Accrued Benefit determined under the Plan as of the close of the last Plan Year beginning before one day after the Freeze Date, as if the Participant terminated employment with the Employer (Frozen Accrued Benefit), and

(2) The Participant's Accrued Benefit with respect to Years of Credited Service for Plan Years beginning after the Freeze Date, determined in accordance with the provisions of this Plan, as amended effective for the Plan Years beginning on or after one day before the Freeze Date, except that

the number of Years of Credited Service taken into account under the Plan if this is a unit credit plan, or the factor of 35 in the maximum excess (or offset) allowance, if this is a flat benefit plan, shall be limited to 35 minus the number of Years of Credited Service completed by the Participant as of the close of the Plan Year beginning before one day after the Freeze Date.

7. Restatements for TRA 86 Compliance of Plans pending termination.
If this option is selected, the accrual of benefits under this Plan shall cease as of _____; except that any required minimum benefit under the Top

Heavy provisions shall not cease until the date the Plan is terminated.

This option is selected.

III. C. Early/Late Retirement, Disability and Death Benefits

1. EARLY RETIREMENT BENEFITS payable upon Early Retirement shall be equal to the:

a. Present Value of Accrued Benefits.

b. Accrued Benefit reduced as follows: for the first five (5) years that the Early Retirement Date precedes the Normal Retirement Date, 1/15 for each year of service and then 1/30 for each of the next five (5) years and reduced actuarially thereafter.

c. Accrued Benefit reduced by 1/2 of 1% for each month Early Retirement Date precedes the Normal Retirement Date.

d. Accrued Benefit reduced as follows: for the first three (3) years that the Early Retirement Date precedes the Normal Retirement Date, 1/13 for each year of service and then 1/26 for each of the next five (5) years and reduced actuarially thereafter.

e. Accrued Benefit actuarially reduced.

f. No Early Retirement Benefits under the plan.

2. LATE RETIREMENT BENEFITS shall be equal to:

a. The greater of-

i. Accrued Benefits taking into account service and compensation after Normal Retirement Date, and

ii. the actuarial equivalent of the benefit the Participant would have been entitled at Normal Retirement date.

b. Benefit Payments, including any allowable lump sum benefits, begin at Normal Retirement Date with increases granted as additional benefits are accrued.

c. The present value of the Accrued Benefit of the Participant shall be segregated in a Segregated 414(k) Account in accordance with Section 16.18 of the Plan.

d. Option a., b. or c. above at the Participant's election.

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3. DISABILITY BENEFITS shall be equal to the:

- a. Present Value of Accrued Benefits.
- b. Early Retirement Benefits without regard to the age and service requirements.
- c. No Disability Benefits under the Plan. Disabled Participants' benefits are the same as terminated Participants' benefits.

4. PRE-RETIREMENT DEATH BENEFITS shall be equal to:

- a. None, except for the Qualified Pre-Retirement Survivor's Annuity.
- b. Present Value of Accrued Benefits.
- c. Insured Death Benefit Options: (Applicable to insured Plans only.)
 - i. Present Value of Accrued Benefits or insurance face amount, whichever is greater.
 - ii. Present Value of Accrued Benefits plus the insurance face amount net of insurance cash value, but in no event less than the insurance face amount.

III. D. Maintenance of Other Plans.

(If you maintain or ever maintained another qualified Plan in which any Participant in this Plan is (or was) a Participant or could become a Participant, the Employer must complete this section. The Employer must also complete this section if it maintains a welfare benefit fund, as defined in Section 419(e) of the Code, or an individual medical account, as defined in Section 415(1)(2) of the Code, under which amounts are treated as Annual Additions with respect to any Participant in the Plan).

1. The following shall apply with respect to Code Section 415 and shall supercede any contrary provisions of the Plan or this Adoption Agreement:

- a. The rate of accrual in this defined benefit plan shall be reduced to the extent necessary to prevent violation of Code Section 415.
- b. Benefits under such other defined benefit plan shall be restricted to the extent necessary to prevent a violation of Code Section 415.
- c. The following language shall apply:

2. In the event the Employer also maintains a Defined Contribution Plan,

(1) the following shall apply with respect to Code Section 415(e) and shall supercede any contrary provisions of the Plan or this Adoption Agreement:

- a. The rate of accrual in this defined benefit plan shall be reduced to the extent necessary to prevent violation of Code Section 415(e).
- b. The following language shall apply:

III. D. Maintenance of Other Plans.

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(2) the following shall apply with respect to Code Section 416 and shall supercede any contrary provisions of the Plan or this Adoption Agreement:

a. Top heavy minimum accruals shall be made under this plan at the rate of % (not less than 2%) per Year of Service as a Participant in the Plan for up to a total of % (not less than 20%) of Average Monthly Compensation.

b. Top heavy minimum contributions shall be made under such other defined contribution plan maintained by the employer.

c. The following language shall apply:

III.E. Vesting Provisions:

1. Benefits under the Plan shall vest according to the following schedule:

- a. 100% immediate vesting
- b. Completed Years Percentage of Service Vested
- | | | |
|---------------------------|--|------|
| Seven-Year Graded Vesting | less than three (3) | 0% |
| | three (3) but less than four (4) | 20% |
| | four (4) but less than five (5) | 40% |
| | five (5) but less than six (6) | 60% |
| | six (6) but less than seven (7) | 80% |
| | after seven (7) years | 100% |
- c. Completed Years Percentage of Service Vested
- | | | |
|--------------------|--|------|
| Two-Twenty Vesting | less than two (2) | 0% |
| | two (2) but less than three (3) | 20% |
| | three (3) but less than four (4) | 40% |
| | four (4) but less than five (5) | 60% |
| | five (5) but less than six (6) | 80% |
| | after six (6) years | 100% |
- d. Completed Years Percentage* of Service Vested
- | | | |
|-----------------------|--|------|
| Roll Your Own Vesting | less than one (1) | |
| | one (1) but less than two (2) | |
| | two (2) but less than three (3) | |
| | three (3) but less than four (4) | |
| | four (4) but less than five (5) | |
| | five (5) but less than six (6) | |
| | six (6) but less than seven (7) | |
| | after seven (7) years | 100% |

* must be at least as rapid as each year in the Seven-year graded schedule as in III.E.1.b.

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- e. Completed Years Percentage
of Service Vested
- Five-Year Vesting
- | | |
|--|------|
| less than one (1) | |
| one (1) but less than two (2) | |
| two (2) but less than three (3) | |
| three (3) but less than four (4) | |
| four (4) but less than five (5) | |
| after five (5) years | 100% |
2. In years in which the Plan is a Top Heavy Plan, benefits shall vest according to the following schedule (unless the Employer has already elected a faster vesting schedule):
- a. 100% vesting after (not to exceed 3) years of service.
- b. The Two-twenty vesting schedule in Section III.E.1.c.
3. Years of Service to be excluded for vesting purposes (leave blank if no exclusions for vesting purposes):
- a. Years of Service prior to age eighteen (18).
- b. Years of Service prior to the effective date of the Plan or a predecessor plan.
- c. Years of Service after five (5) or more consecutive one-year Breaks-in-Service (which exceeds the Participant's aggregate Years of Service) in calculating vesting before such Breaks-in-Service where such Participant had no non-forfeitable interest in his Accrued Benefit at the time of separation from service.

NOTE: If this is a plan that was maintained by a predecessor Employer, service must include service with such predecessor Employer.

III. F. Benefits may be paid in the following forms:

1. Installments not to exceed:
- a. years
- b. life expectancy of the Participant and/or designated beneficiary.
2. A lump sum payment.
3. An annuity for the life of the Participant.
4. An annuity for the life of the Participant with a -year term certain guarantee.
5. An annuity for the life of the Participant with survivorship payments, i.e.:
- a. Joint & 100% survivor annuity
- b. Joint & 75% survivor annuity
- c. Joint & 50% survivor annuity

III. F. Benefits may be paid in the following forms:

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d. Joint & 66-2/3% survivor annuity

e. Joint & % survivor annuity (not less than 50% or more than 100%).

III. G. Life Insurance

1. Life insurance shall be purchased in the following amounts:

a. None.

b. Multiple of Monthly Pension.

The insurance face amount is up to (not to exceed 100) times the projected monthly benefit. (If this is a restatement of a prior plan with insurance and no more new insurance purchases will be made, enter a zero, provided that existing policies will remain in force.)

c. Percent of theoretical contribution.

The insurance face amount is the amount purchasable by a premium equal to (not to exceed 66% if whole life, or 33% if term or universal life) of the theoretical contribution.

2. The following Participants shall be eligible to receive life insurance:

a. Participants who have completed;

i. Years of Service, or

ii. Years of Participation.

b. Participants who have attained Age , but who have not attained Age

c. All Participants.

3. Insurance purchased hereunder shall contain the following additional features and limits:

a. Type:

i. Term or Universal Life

ii. Whole Life

b. Minimum insurance adjustment.

The minimum increase or decrease in insurance face amount that will be recognized shall be \$ (not more than \$5,000).

c. Maximum insurance amount.

The total amount of insurance for any participant shall not exceed \$

d. Waiver of Premium.

If checked, waiver of premium will be included.

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e. Insurance purchase date.

If checked, all new insurance will be issued as of

f. Substandard Insurance Premium.

(Applicable only when insurance is a multiple of monthly pension)

If checked, the payment of substandard insurance premiums is acceptable and will be paid for by the Plan up to

% in excess of the standard premiums for the new insurance being purchased. (Without this option, the face amount is reduced when a Participant is rated substandard.)

g. Freeze on new insurance.

If checked, no new insurance is purchased for a Participant who is within years (not to exceed 10) of his normal retirement date.

h. Treatment of insurance on late retirement. The insurance of a Participant who is beyond his normal retirement date shall be:

- i. placed on a paid up basis.
- ii. surrendered.
- iii. continued on a premium paying basis.

III. H. Timing of Distributions

1. Subject to the requirements of Article X of the Plan, distribution commencement date to terminated Participants

- a. will depend
- b. will NOT depend

on the amount of the present value of vested Accrued Benefits (e.g. \$3,500.00).

2. The cut-off amount for present value of vested Accrued Benefits shall be \$.

(If option 1b above is selected, do not fill-in amount above and skip section 4 below.)

3. For amounts less than or equal to the specified cut-off amount above, distributions to terminated Participants shall commence: (If option 1b above is selected, the following applies to all distributions regardless of amount.)

- a. As soon as practicable after the Participant's termination of employment.
- b. After the Participant has incurred (not to exceed 5) year Breaks-in-
- c. After the month anniversary of the date on which the Participant terminated employment.
- d. As soon as practicable following the end of the Plan Year in which the Participant terminated employment.

III. H. Timing of Distributions

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- e. Within days (not to exceed 75) following the end of the Plan Year in which the Participant terminated employment.
 - f. Within days (not to exceed 75) after the valuation date immediately following the Participant's termination of employment.
 - g. After the Participant has reached his Normal Retirement Date.
 - h. After the Participant has reached his Early Retirement Date.
 - i.
4. For amounts greater than the specified cut-off amount above, distributions to terminated Participants shall commence:
- a. As soon as practicable after the Participant's termination of employment.
 - b. After the Participant has incurred a (not to exceed 5) year Breaks-in-
 - c. After the month anniversary of the date on which the Participant terminated employment.
 - d. As soon as practicable following the end of the Plan Year in which the Participant terminated employment.
 - e. Within days (not to exceed 75) following the end of the Plan Year in which the Participant terminated.
 - f. Within days (not to exceed 75) after the valuation date immediately following the Participant's termination of employment.
 - g. After the Participant has reached his Normal Retirement Date.
 - h. After the Participant has reached his Early Retirement Date.
 - i.

NOTE: For purposes of Section III.H.3 and 4, unless the participant elects otherwise, distribution of benefits will begin no later than the 60th day after the latest of the close of the plan year in which:

- (1) the participant attains age 65 (or normal retirement age, if earlier).
- (2) occurs on the 5th anniversary of the year in which the participant commenced participation in the plan; or,
- (3) the participant terminates service with the employer.

Notwithstanding the foregoing, the failure of a participant and spouse to consent to a distribution while a benefit is immediately distributable, within the meaning of this section, shall be deemed to be an election to defer commencement of payment of any benefit sufficient to satisfy this section.

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5. Distribution on behalf of Participants who have died or have become disabled shall:

a. become payable immediately.

b. become payable in the same manner as applied to terminated employees.

IV. Miscellaneous Provisions.

IV. A. Transfers (and rollovers) from Qualified Plans:

1. Shall be permitted.

2. Shall NOT be permitted.

IV. B. Life Expectancies for Minimum Distributions

Pursuant to Code Section 401(a)(9), life expectancies shall:

1. NOT be recalculated.

2. be recalculated.

3. be recalculated at the Participant's election.

(If no election has been made by the time distributions must commence, then the Life Expectancies shall not be recalculated.)

IV. C. Loans to Participants.

1. Shall not be permitted.

2. a. Shall be permitted up to the maximum specified in Section 11.3(d)(iv) of the Plan.

b. Shall be permitted up to the following limit:

For a participant with a present value of vested Accrued Benefit (vested balance):

(i) in excess of \$20,000, up to _____ % (not to exceed 50%) of his vested balance, and

(ii) of \$20,000 or less, up to _____ % (not to exceed 100%) of his vested balance.

NOTE: A Participant with a vested balance in excess of \$20,000 may NOT have an outstanding loan of more than \$50,000 while a Participant with a vested balance of \$20,000 or less may NOT have an outstanding loan of more than \$10,000.

3. As long as his total outstanding loan will not exceed the limits specified in Section IV.C.2.a and b. above, the minimum loan a Participant may apply for is \$ _____ (not to exceed \$1,000).

IV. A. Transfers (and rollovers) from Qualified Plans:

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4. The loan interest rate shall be modified to reflect the current economic conditions:

- a. every quarter.
- b. every month.
- c. every time a new loan is granted.

5. Loan repayments will be made:

- a. every quarter.
- b. every month.
- c. every pay period through salary reduction.

IV. D. Special options for lump sum distributions.

- 1. If checked and if a lump sum distribution is allowed and the normal form of pension is other than a life annuity, the lump sum will be calculated based on an annuity for the life of the Participant. (Hence, even if the Normal Form is a joint and survivor, with this option, the lump sum will be calculated based on a life only annuity.)
- 2. For purposes of determining the present value of a lump sum distribution (per Code Section 417(e)(3)(B)), the "applicable interest rate" which is the interest rate that would be used by the Pension Benefit Guaranty Corporation for Plan termination will be the rate in effect as of:
 - a. The beginning of the Plan Year during which the benefit is payable.
 - b. The actual date the benefit is payable.

IV. E. Treatment of Excess Assets Upon Plan Termination

1. Upon termination of the Plan, any assets of the Plan which remain after allocations are made in accordance with Section 15.5 of the Plan, and after all liabilities of the Plan are satisfied, shall be distributed in the following manner:

- a. Returned to Participating Employers to be allocated among them in any equitable manner, as determined by the Trustees, to the extent that such return of funds does not violate any provision of law;
- b. Allocated among the Participants (or their Beneficiaries) in any non-discriminatory manner as determined by the Plan Administrator;
- c. _____% of such excess assets shall be allocated among the Participants (or their Beneficiaries) in any non-discriminatory manner as determined by the Plan Administrator, and the balance of such excess assets shall be returned to the participating Employers to be allocated among them in any equitable manner, as determined by the Trustees, to the extent that such return of funds does not violate any provision of law;

IV. D. Special options for lump sum distributions.

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d. Allocated among the Participants (or their Beneficiaries) in any non-discriminatory manner as determined by the Plan Administrator until any Participant first reaches his maximum benefit under IRC Section 415(b) or 415(e), and the balance of such excess assets shall be returned to Participating Employers to be allocated among them in any equitable manner, as determined by the Trustees, to the extent that that such return of funds does not violate any provision of law.

2. If this option is selected, then the present value of the Accrued Benefit of each electing Participant shall be segregated in a Segregated 414(k) Account as of the termination date of the plan in accordance with Section 16.18 of the Plan.

This option is selected.

IV. F. Reserved

IV. G. Controlling State Law:

The laws of the state of shall control this plan, except as preempted by Federal law.

V. Adoption

- A. 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(1)(2) of the Code in addition to this plan may not rely on the notification letter issued by the National or District Office of the Internal Revenue Service as evidence that this plan is qualified under section 401 of the Internal Revenue Code. In addition, the employer may not rely on the notification letter issued by the National or District Office of the Internal Revenue Service as evidence that the plan is qualified under section 401 of the Code if the employer employs a leased employee who receives or has ever received contributions, forfeitures, or benefits under a plan maintained or ever maintained by a leasing organization, other than a safe-harbor money purchase plan described in section 414(n)(5) of the Code, that are attributable to services performed for the employer. If the employer who adopts or maintains multiple plans or who may not rely on this notification letter pursuant to the preceding sentence wishes to obtain reliance that his or her plan(s) is/are qualified, application for a determination letter should be made to the appropriate Key District Director of Internal Revenue.
- B. The Employer after consultation with his attorney hereby adopts this Plan and Trust by its execution of this Adoption Agreement and agrees to be bound by its terms. The Employer agrees to the adoption of the Plan by the Participating Employers set forth in Section I.B.2. hereof.
- C. In Addition, the Employer may rely upon the notification letter issued by the National or District Office of the Internal revenue Service only if the Plan adopted by the Employer satisfies one of the safe-harbors provided in regulations under Section 401(a)(26) of the Code with respect to its prior benefit structure or is deemed to satisfy Section 401(a)(26) under such regulations.

Standardized Non-Integrated Defined Benefit Plan #03-002

IN WITNESS WHEREOF, the parties have set their hands this ____th day of _____, _____.

Signed for the Employer By: _____

Signature: _____, Title: _____

TRUSTEE(S):

a. Trustee's Signature: _____

b. Trustee's Signature: _____

c. Trustee's Signature: _____

d. Trustee's Signature: _____

e. Trustee's Signature: _____

f. Trustee's Signature: _____

g. Trustee's Signature: _____

h. Trustee's Signature: _____

i. Trustee's Signature: _____

j. Trustee's Signature: _____

PARTICIPATING EMPLOYER(s):

a. Signature: _____, Title: _____

b. Signature: _____, Title: _____

c. Signature: _____, Title: _____

d. Signature: _____, Title: _____

e. Signature: _____, Title: _____

f. Signature: _____, Title: _____

g. Signature: _____, Title: _____

h. Signature: _____, Title: _____

i. Signature: _____, Title: _____

j. Signature: _____, Title: _____

Standardized Non-Integrated Defined Benefit Plan #03-002

This Adoption Agreement may only be used in conjunction with the Defined Benefit Basic Plan Document #03.

This plan is a Regional Prototype sponsored by:

COLEMAN CONSULTING CORPORATION (212)629-8940
ONE PENN PLAZA
NEW YORK, NY 10119-

Use of this Prototype is subject to the Sponsor's approval who will notify the Employer of any amendments or the termination of this plan. The Employer agrees to notify the Sponsor of any change in address.

Sponsor hereby approves Employer's use of this Regional Prototype.

Signed for the Sponsor By: Coleman Consulting Corporation

Signature: _____, Title:

Date: