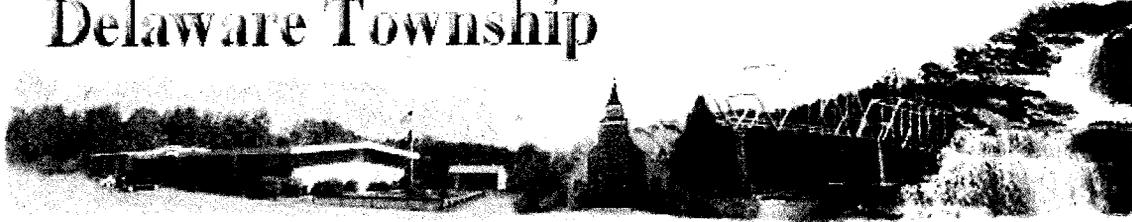


Delaware Township



ADOPTING RESOLUTION Resolution 2012-05

The undersigned authorized representative of the Delaware Township, Pike County (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 4 - April 2012, and that such resolutions have not been modified or rescinded as of the date hereof:

WHEREAS, the Employer is a Governmental Agency and, therefore, its pension plan is not subject to ERISA. For ease of adopting the Plan to comply with various tax law changes, the Employer is utilizing a Defined Benefit Volume Submitted Document; however, any references to ERISA are in no way intended to subject this Plan to ERISA rules. Attached to, and made part of this amended and restated Plan, are the most current pension Plan Resolution and attendant amendments. If any inconsistency between the Plan terms, and provisions as written in the Adoption Agreement, and the Resolution arises, the terms and provisions as written in the Resolution will prevail.

RESOLVED, that the form of amended Defined Benefit Plan, effective January 1, 2011, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto as Exhibit A, respectively, are true copies of the Delaware Township, Pike County Non-Police Pension Plan as amended and restated, including the most current pension Plan Resolution and amendments, if any, which are hereby approved and adopted.

Date: 4 April 2012

Signed: Thomas N. Ryan, Secretary

Thomas N. Ryan, Secretary
(print name/title)

VOLUME SUBMITTER DEFINED BENEFIT PLAN
ADOPTION AGREEMENT

SECTION 1
EMPLOYER INFORMATION

1-1 EMPLOYER INFORMATION:

Name: Delaware Township, Pike County

Address:

116 Wilson Hill Road
Dingman's Ferry, Pennsylvania 18329

Telephone: (570) 828-2347

Fax: _____

1-2 EMPLOYER IDENTIFICATION NUMBER (EIN): 24-6001400

1-3 FORM OF BUSINESS:

- | | |
|---|--|
| <input type="checkbox"/> C-Corporation | <input type="checkbox"/> S-Corporation |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Limited Liability Company taxed as partnership | <input type="checkbox"/> Limited Liability Company taxed as corporation |
| <input type="checkbox"/> Government | <input checked="" type="checkbox"/> Government exempt from ERISA (see Section 11.09 of Plan) |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Other: _____ |

[Note: Any entity entered under "Other" must be a legal entity recognized under federal income tax laws.]

1-4 EMPLOYER'S TAX YEAR END: The Employer's tax year ends December 31

1-5 RELATED EMPLOYERS: List any Related Employers (as defined in Section 1.116 of the Plan). A Related Employer must complete a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan. The failure to cover the Employees of a Related Employer may result in a violation of the minimum coverage rules under Code §410(b).

[Note: The failure to list all Related Employers will not jeopardize the qualified status of the Plan.]

SECTION 2
PLAN INFORMATION

2-1 PLAN NAME: Delaware Township, Pike County Non-Police Pension Plan

2-2 PLAN NUMBER: 001

2-3 PLAN YEAR:

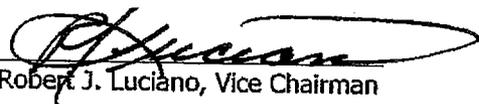
- (a) Calendar year
 (b) The 12-consecutive month period ending on ____ each year.
 (c) Other: _____
 (d) The Plan has a short Plan Year running from ____ to ____.

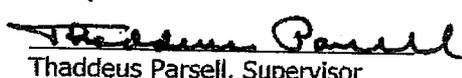
2-4 FROZEN PLAN: Check this AA §2-4 if the Plan is a frozen Plan under which no additional benefits will accrue. (See Section 3.02 of the Plan.)

- This Plan is a frozen Plan effective ____.

Attest:


Ileana Hernandez, Secretary/Treasurer


Robert J. Luciano, Vice Chairman


Thaddeus Parsell, Supervisor

2-5 **PLAN ADMINISTRATOR:**

- (a) The Employer identified in AA §1-1.
- (b) Name: Pennsylvania State Association of Township Supervisors
Address: 4855 Woodland Drive Enola, PA 17025
Telephone: (800) 382-1268

**SECTION 3
ELIGIBLE EMPLOYEES**

3-1 **ELIGIBLE EMPLOYEES:** In addition to the Employees identified in Section 2.02 of the Plan, the following Employees are excluded from participation under the Plan. (See Sections 2.02(d) and (e) of the Plan for rules regarding the effect on Plan participation if an Employee changes between an eligible and ineligible class of employment.)

- (a) No exclusions.
- (b) Collectively Bargained Employees.
- (c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income.
- (d) Leased Employees.
- (e) Employees paid on an hourly basis.
- (f) Employees paid on a salaried basis.
- (g) Commissioned Employees.
- (h) Highly Compensated Employees.
- (i) Other: Employees employed as Police Officers, Employees who are not permanent Employees and Employees who work less than 35 hours per week.

[Note: An exclusion of Employees under (d) - (i) above could cause the Plan to fail the minimum coverage requirements under Code §410(b). If subsection (i) is completed to designate a class of Employees excluded under the Plan, such Employee class must be defined in such a way that it precludes Employer discretion and may not be based on time or service (e.g., part-time Employees) and may not provide for an exclusion designed to cover only Nonhighly Compensated Employees with the lowest amount of compensation and/or the shortest periods of service who may represent the minimum number of Nonhighly Compensated Employees necessary to satisfy the coverage requirements under Code §410(b).]

**SECTION 4
MINIMUM AGE AND SERVICE REQUIREMENTS**

4-1 **ELIGIBILITY REQUIREMENTS – MINIMUM AGE AND SERVICE:** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service conditions under this AA §4-1 will be eligible to participate under the Plan as of his/her Entry Date (as defined in AA §4-2 below).

- (a) **Service Requirement.** An Eligible Employee must complete the following minimum service requirements to participate in the Plan.
 - (1) There is no minimum service requirement for participation in the Plan.
 - (2) One Year of Service (as defined in Section 2.03(a)(1) of the Plan and AA §4-3).
 - (3) The completion of ___ [cannot exceed 12] consecutive full calendar months of employment during which the Employee is credited with at least ___ [cannot exceed 1,000] Hours of Service or the completion of a Year of Service (as defined in AA §4-3), if earlier. [If no minimum Hours of Service are required, insert one (1) in the second blank line.]
 - (4) Full-time Employees are eligible to participate immediately. Employees who are “part-time” Employees must complete a Year of Service (as defined in AA §4-3).

For this purpose, a part-time Employee is any Employee whose normal work schedule is less than:

 - (i) ___ hours per week.
 - (ii) ___ hours per month.
 - (iii) ___ hours per year.
 - (5) Two (2) Years of Service. [Full and immediate vesting must be chosen under AA §8.]
 - (6) Under the Elapsed Time method. See AA §4-3(c) below.

- (7) Describe eligibility conditions: _____
[Note: Any conditions provided under (7) must satisfy the requirements of Code §410(a). Any conditions provided under (7) may not cause an Employee to enter the Plan later than the first Entry Date following the completion of a Year of Service (as defined in AA §4-3).]

(b) **Minimum Age Requirement.** An Eligible Employee (as defined in AA §3-1) must have attained the following age to participate under the Plan.

- (1) There is no minimum age for Plan eligibility.
 (2) Age 21.
 (3) Age 20½.
 (4) Age (not later than age 21).

4-2 **ENTRY DATE:** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service requirements in AA §4-1 shall be eligible to participate in the Plan as of his/her Entry Date. For this purpose, the Entry Date is the following date.
[Note: If any of (b) – (f) is completed, also complete one of (g) – (j).]

- (a) **Immediate.** The date the minimum age and service requirements are satisfied (or date of hire, if no minimum age and service requirements apply).
 (b) **Semi-annual.** The first day of the 1st and 7th month of the Plan Year.
 (c) **Quarterly.** The first day of the 1st, 4th, 7th and 10th month of the Plan Year.
 (d) **Monthly.** The first day of each calendar month.
 (e) **The first day of the Plan Year.** [if this (e) is checked, see Section 2.03(b)(2) of the Plan for special rules that apply.]
 (f) **Describe Entry Date:** _____

[Note: Any Entry Date designated in (f) must comply with the requirements of Code §410(a)(4) and must satisfy the nondiscrimination requirements under Treas. Reg. §1.401(a)(4). See Section 2.03(b) of the Plan.]

An Eligible Employee's Entry Date (as defined above) is determined based on when the Employee satisfies the minimum age and service requirements in AA §4-1. For this purpose, an Employee's Entry Date is the Entry Date:

- (g) **next following** satisfaction of the minimum age and service requirements.
 (h) **coinciding with or next following** satisfaction of the minimum age and service requirements.
 (i) **nearest** the satisfaction of the minimum age and service requirements.
 (j) **preceding** the satisfaction of the minimum age and service requirements.

4-3 **DEFAULT ELIGIBILITY RULES.** In applying the minimum age and service requirements under AA §4-1 above, the following default rules apply:

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period. [See Section 1.69 of the Plan for the definition of Hours of Service.]
- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years (see Section 2.03(a)(2)(i) of the Plan). If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years (see Section 2.03(a)(2)(ii) of the Plan).
- **Break in Service Rules.** The One-Year Break in Service rule does NOT apply. (See Section 2.07 of the Plan.)

To override the default eligibility rules, complete the applicable sections of this AA §4-3. **If this AA §4-3 is not completed, the default eligibility rules apply.**

- (a) **Year of Service.** Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of _____ [must be less than 1,000] Hours of Service during an Eligibility Computation Period.
- (b) **Eligibility Computation Period (ECP).** The Plan will use Anniversary Years, unless more than one Year of Service is required under AA §4-1(a), in which case the Plan will shift to Plan Years.
- (c) **Elapsed Time method.** [Check this (c) only if AA §4-1(a)(6) above is also checked.] Eligibility service will be determined under the Elapsed Time method. An Eligible Employee (as defined in AA §3-1) must complete a _____ [not to exceed 24] month period of service to participate in the Plan. (See Section 2.03(a)(5) of the Plan.)

[Note: If a period greater than 12 months applies, 100% vesting must be selected under AA §8.]

- (d) **Equivalency Method.** For purposes of determining an Employee's Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(4) of the Plan). The Equivalency Method will apply to:
- (1) All Employees.
 - (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.

If this (d) is checked, Hours of Service for eligibility will be determined under the following Equivalency Method.

- (3) **Monthly.** 190 Hours of Service for each month worked.
 - (4) **Daily.** 10 Hours of Service for each day worked.
 - (5) **Weekly.** 45 Hours of Service for each week worked.
 - (6) **Semi-monthly.** 95 Hours of Service for each semi-monthly period worked.
- (e) **One-Year Break in Service rule applies.** The One-Year Break in Service rule (as defined in Section 2.07(c) of the Plan) applies to temporarily disregard an Employee's service earned prior to a one-year Break in Service.
- (f) **Special eligibility provisions.** The following special eligibility provisions apply: _____

[Note: Any special eligibility provisions described in subsection (f) must satisfy the requirements of Code §410(b).]

4-4 **EFFECTIVE DATE OF MINIMUM AGE AND SERVICE REQUIREMENTS.** The minimum age and/or service requirements under AA §4-1 apply to all Employees under the Plan. An Employee will participate as of his/her Entry Date, taking into account all service with the Employer, including service earned prior to the Effective Date.

To allow Employees hired on a specified date to enter the Plan without regard to the minimum age and/or service conditions, complete this AA §4-4.

- (a) **Automatic eligibility.** An Eligible Employee who is employed by the Employer on the following date will become eligible to enter the Plan without regard to the minimum age and/or service requirements, as set forth below.

- (1) the Effective Date of this Plan (as designated in subsection (a) or (b) of the Employer Signature Page, as applicable)
- (2) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page)
- (3) _____ [insert date]

An Eligible Employee who is employed on the designated date will become eligible to participate in the Plan without regard to the

- (4) minimum service
- (5) minimum age

requirements under AA §4-1 above.

- (b) **Describe** special effective date provisions: _____

[Note: Any provision described in subsection (b) may not violate the nondiscrimination requirements under Code §401(a)(4).]

4-5 **SERVICE WITH PREDECESSOR EMPLOYER.** If the Employer is maintaining the Plan of a Predecessor Employer, service with such Predecessor Employer is automatically counted for eligibility and vesting.

In addition, service with the following Predecessor Employers also will be counted for purposes of determining eligibility, vesting and benefit accruals under this Plan. (See Sections 2.06 and 7.06 of the Plan.)

- (a) Identify Predecessor Employer(s): _____
- (b) Service with the following Predecessor Employer(s) will not apply for the following purposes under the Plan:
- (1) Service with the Predecessor Employer(s) listed in subsection(s) _____ under (a) above will not apply for eligibility.
 - (2) Service with the Predecessor Employer(s) listed in subsection(s) _____ under (a) above will not apply for vesting.
 - (3) Service with the Predecessor Employer(s) listed in subsection(s) _____ under (a) above will not apply for benefit accruals.

- (c) **Describe** any special provisions applicable to Predecessor Employer service: _____

[Note: Any provision described in subsection (c) may not violate the nondiscrimination requirements under Code §401(a)(4).]

- (iii) Years of Credited Service (or other units of service if subsection (i) is selected) above ___ will not be taken into account.

[Note: If the Fractional Accrual Method is selected under subsection (d)(4) below, to qualify as a safe harbor plan under the nondiscrimination rules, a Participant must be required to complete a minimum of 25 Years of Credited Service to receive an unreduced benefit. Therefore, if the Plan is using the Fractional Accrual Method, subsection (ii) or (iii) must be selected and, if (iii) is selected, at least 25 must be inserted in the designated space in order for the Plan to qualify as a safe harbor plan. The Fractional Accrual Method may not be chosen if units of service other than Years of Credited Service are selected under subsection (i). See Section 3.02(a)(2)(iv) of the Plan.]

- (4) **Multiple benefit formulas.** The following formulas will apply separately to the Employee groups designated below:

- (i) **Designated Employee groups.**

- (A) **Group 1:** _____
- (B) **Group 2:** _____
- (C) **Group 3:** _____
- (D) **Group 4:** _____
- (E) **Group 5:** _____

[Note: The Employee groups designated above must be clearly defined in a manner that will not violate the definite allocation formula requirement of Treas. Reg. §1.401-1(b)(1)(ii). The Employee groups may not be limited to Nonhighly Compensated Employees with the lowest amount of compensation and/or the shortest periods of service and who may represent the minimum number of Nonhighly Compensated Employees necessary to satisfy the coverage requirements under Code §410(b).]

- (ii) **Benefit formulas.**

- (A) **Group 1:** The following amount multiplied by Years of Credited Service:
 - (I) ___% of Average Compensation (II) \$___
 - (a) Years of Credited Service above 25 will not be taken into account.
 - (b) Years of Credited Service above ___ will not be taken into account.
- (B) **Group 2:** The following amount multiplied by Years of Credited Service:
 - (I) ___% of Average Compensation (II) \$___
 - (a) Years of Credited Service above 25 will not be taken into account.
 - (b) Years of Credited Service above ___ will not be taken into account.
- (C) **Group 3:** The following amount multiplied by Years of Credited Service:
 - (I) ___% of Average Compensation (II) \$___
 - (a) Years of Credited Service above 25 will not be taken into account.
 - (b) Years of Credited Service above ___ will not be taken into account.
- (D) **Group 4:** The following amount multiplied by Years of Credited Service:
 - (I) ___% of Average Compensation (II) \$___
 - (a) Years of Credited Service above 25 will not be taken into account.
 - (b) Years of Credited Service above ___ will not be taken into account.
- (E) **Group 5:** The following amount multiplied by Years of Credited Service:
 - (I) ___% of Average Compensation (II) \$___
 - (a) Years of Credited Service above 25 will not be taken into account.
 - (b) Years of Credited Service above ___ will not be taken into account.

[Note: If the Fractional Accrual Method is selected under subsection (d)(4) below, to qualify as a safe harbor plan under the nondiscrimination rules, a Participant must be required to complete a minimum of 25 Years of Credited Service to receive an unreduced benefit. Therefore, to qualify as a safe harbor plan, if the Plan uses the Fractional Accrual Method, subsection (a) or (b) must be selected and, if (b) is selected, at least 25 must be inserted in the designated space for each designated group.]

- (5) **Accumulation Plan.** The benefit formula selected under subsection (1)– (4) above applies separately for each Plan Year, using Plan Compensation for the Plan Year (instead of Average Compensation). *[This subsection (5) only applies to the extent the benefit formula selected under this subsection (b) is based on Average Compensation.]*

If an Employee is a Participant for only a portion of a Plan Year, Plan Compensation includes:

- (i) only amounts earned for the portion of the Plan Year during which the Employee is a Participant.
- (ii) any amounts earned during the Plan Year, including amounts earned while the Employee is not a Participant.

[Note: Any provision described in subsection (6) may not violate the nondiscrimination requirements under Code §401(a)(4).]

- (6) Describe any special provisions applicable to benefit formula: _____

- (c) **Fully-Insured Plan.** If this subsection (c) is checked, the Plan is a Fully-Insured Plan as defined in Section 1.66 of the Plan.

- Increase in benefits.** If this subsection is checked, the amount of retirement benefit provided by insurance or annuity contracts will not be provided or increased until the Participant's compensation is large enough to provide or increase the retirement benefit by the minimum amount specified below.

- (1) \$_____ per month (not to exceed \$10).
- (2) \$_____ per year (not to exceed \$120).
- (3) The amount necessary to increase the face amount of the pre-retirement death benefit under a contract by \$_____ (not to exceed \$1,000).

- (d) **Operational rules for applying the benefit formula under (a) or (b) above.** Complete this subsection (d) to override the default provisions that apply for purposes of the benefit formulas under subsections (a) and (b) above.

- (1) **Year of Credited Service.** In applying the Accrued Benefit formula under (a) or (b) above, a Participant's Years of Credited Service are the Participant's Total Years of Accrual Service, as defined in Section 1.142 of the Plan and subsection (2) below. To modify the definition of Years of Credited Service, complete this subsection (1). *[This (1) may not be checked if subsection (b)(3)(i) or (b)(5) is selected above.]*

- (i) For purposes of determining Years of Credited Service under the Plan, service completed prior to _____ is disregarded.

- (ii) All Pre-Participation Service (as defined in Section 1.106 of the Plan) is taken into account in determining a Participant's Years of Credited Service. *[If this (ii) is not checked, the Plan limits Pre-Participation Service to 5 years in accordance with the nondiscrimination safe harbor rules for granting of past service. See Section 3.02(c)(10) of the Plan.]*

- (iii) A Participant's Years of Credited Service are modified as follows: Periods of employment during which the Participant is scheduled to work less than 35 hours per week are excluded from Credited Service. If a Participant works less than the minimum hours required to earn Credited Service due to an approved leave of absence, medical leave or disability, such period of employment, up to a maximum of 12 months, will be included in Credited Service.

[Note: If the Plan will use the Fractional Accrual Method (see subsection (4) below), the definition of a Year of Credited Service selected under this (d)(1) also applies for purposes of applying the Fractional Accrual Method, unless provided otherwise under (iii) above. To qualify as a safe harbor Plan for nondiscrimination purposes, the Plan must use the same definition of Year of Credited Service for purposes of applying the Plan formula and the Fractional Accrual Method.]

- (2) **Year of Accrual Service.** An Employee earns a Year of Accrual Service for each Accrual Computation Period during which the Employee is eligible to participate under the Plan and completes at least 1000 Hours of Service. To modify the definition of a Year of Accrual Service under Section 1.142 of the Plan, complete this subsection (2).

- (i) **Hours of service requirement.** Instead of 1,000 Hours of Service, an Employee must complete at least _____ (not more than 2,000) Hours of Service during an Accrual Computation Period. *[If more than 1,000 Hours of Service is required, an Employee will receive a partial Year of Accrual Service if the Employee completes at least 1,000 Hours of Service, unless elected otherwise under (iii) below.]*

- (ii) **Safe harbor accrual requirement.** Instead of 1,000 Hours of Service, an Employee must complete at least 501 Hours of Service during an Accrual Computation Period. This requirement does not apply if the Employee is employed on the last day of the Accrual Computation Period.

- (iii) **Partial Year of Accrual Service.** An Employee will receive credit for a partial Year of Accrual Service if the Employee completes at least ___ Hours of Service (not more than 1,000). *[Note: If more than 1,000 Hours of Service are required for a Year of Accrual Service, an Employee will automatically receive credit for a partial Year of Accrual Service if the Employee completes at least 1,000 Hours of Service during the Accrual Computation Period. See Section 3.02(c)(9) of the Plan.]*
- (iv) **All Years of Service.** An Employee will be credited with a Year of Accrual Service for all years in which the Employee satisfies the requirements of this subsection (2), including years prior to becoming eligible to participate in the Plan, subject to any limitation under subsection (1)(ii), above.
- (v) **Elapsed Time method.** A Year of Accrual Service will be determined under the Elapsed Time method. (See Section 3.02(c)(9)(i)(C) of the Plan.)
- (vi) **Equivalency Method.** A Year of Accrual Service will be determined under the Equivalency Method based on:
- (1) **Months.** 190 Hours of Service for each month worked.
 - (2) **Days.** 10 Hours of Service for each day worked.
 - (3) **Weeks.** 45 Hours of Service for each week worked.
 - (4) **Semi-monthly periods.** 95 Hours of Service for each semi-monthly period worked.
- (3) **Accrual Computation Period.** Instead of the Plan Year, the Accrual Computation Period for determining a Year of Accrual Service is based on:
- (i) Anniversary Years. (See Section 3.02(c)(9)(ii) of the Plan.)
 - (ii) (Specify) _____
- [Note: Any period described in subsection (ii) must apply uniformly to all Participants and may not violate the nondiscrimination requirements under Code §401(a)(4).]*
- (4) **Use the Fractional Accrual Method** instead of the Unit Accrual Method for purposes of applying the formula under subsection (b) above. *[If this subsection (4) is not selected and the Unit Benefit Formula is selected under subsection (b) above, the Plan will use the Unit Accrual Method. See Section 3.01 of the Plan.]*
- (5) **Benefit limits.**
- (i) **Maximum benefit limit.** A Participant's Accrued Benefit shall not exceed _____
 - (ii) **Minimum benefit limit.** A Participant's Accrued Benefit shall not be less than _____
- (6) **Offset by benefits under another plan.**
- (i) **Offset by benefits under a Defined Contribution Plan (Floor-Offset Plan).** A Participant's Accrued Benefit provided under this Plan is reduced by the Actuarial Equivalent of the vested Account Balance attributable to Employer Contributions under the following Defined Contribution Plan maintained by the Employer, as provided in Section 3.03 of the Plan.
 - (A) **Name of Defined Contribution Plan:** _____
 - (B) **Describe any special rules applicable to offset:** _____

[Note: Any provision described in subsection (B) may not violate the nondiscrimination requirements under Code §401(a)(4).]
 - (ii) **Offset by benefits under another Defined Benefit Plan.** A Participant's Accrued Benefit provided under this Plan is offset by the Accrued Benefit under the following Defined Benefit Plan maintained by the Employer.
 - (A) **Name of Defined Benefit Plan:** _____
 - (B) **Describe any special rules applicable to offset:** _____

[Note: Any provision described in subsection (B) may not violate the nondiscrimination requirements under Code §401(a)(4).]

- (7) **Normal Form of Benefit.** Distributions from the Plan will be determined with reference to the Normal Form of Benefit. Unless elected otherwise under this subsection (7), the Normal Form of Benefit is a Straight Life Annuity payable at the Participant's Normal Retirement Date. (See Section 8.01 of the Plan.)

Instead of a Straight Life Annuity, the Normal Form of Benefit under the Plan is:

- (i) Single life annuity with a ____ year term certain
 (ii) Qualified joint and survivor benefit with 50% survivor benefit
 (iii) Qualified joint and survivor benefit with 100% survivor benefit
 (iv) Other: _____

[Note: Any normal form of benefit described under subsection (iv) must not cause the plan to fail the definitely determinable requirement of Treas. Reg. §1.401-1(b)(1)(i).]

- (8) **Application of Compensation 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:

- (1) \$200,000
 (2) \$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.

If neither box is checked, the \$200,000 limit shall apply.

- (9) **Other special provisions.** The following special provisions apply for determining a Participant's Accrued Benefit under the Plan: _____

[Note: Any provision described in subsection (9) and may not violate the nondiscrimination requirements under Code §401(a)(4).]

- (e) **Frozen Plan:** This Plan is a frozen Plan as set forth in AA §2-4. If a benefit formula is selected under this AA §6-1, such formula is frozen as of the date selected in AA §2-4 and no additional benefits will accrue after such date. (See Section 3.02 of the Plan.)

[Note: If this subsection (e) is checked, and a benefit formula is selected under this AA §6-1, such formula is frozen as of the date selected in AA §2-4. If this subsection (e) is checked, and no benefit formula is selected under this AA §6-1, the terms of the Plan in existence prior to the freeze date designated under AA §2-4 apply to determine the plan benefits for the period prior to such date. (See Section 3.02 of the Plan.)]

- 6-2 **EARLY RETIREMENT BENEFIT.** Unless designated otherwise under this AA §6-2, the Plan does not provide for an Early Retirement Benefit. If this AA §6-2 is selected, the Plan provides for an Early Retirement Benefit upon a Participant's attainment of Early Retirement Age (as defined in AA §7-3) equal to:

- (a) The Participant's Accrued Benefit, unreduced for early commencement.
 (b) The Actuarial Equivalent of the Participant's Accrued Benefit.
 (c) The Participant's Accrued Benefit, reduced for each year that the commencement of the Early Retirement Benefit precedes the Participant's Normal Retirement Date. The Accrued Benefit will be reduced by ____ for each of the first five years, ____ for each of the next five years, and actuarially thereafter.
 (d) The Accrued Benefit will be reduced by ____ for each month that the commencement of the Early Retirement Benefit precedes the Participant's Normal Retirement Date.
 (e) The Participant's Accrued Benefit, reduced for early commencement as follows: _____

[Note: Any provision described in subsection (e) may not violate the nondiscrimination requirements under Code §401(a)(4).]

- 6-3 **LATE RETIREMENT BENEFIT.** Unless designated otherwise under subsection (b) below, if payments commence after a Participant's Normal Retirement Date, such benefits will be determined under Section 3.05(a) of the Plan (i.e., the greater of the Participant's Normal Retirement Benefit or Actuarial Equivalent benefit). Alternatively, if permitted under subsection (a) below, a Participant may elect to have the separate account rules apply, as described under Section 3.05(b) of the Plan.

- (a) A Participant may elect to have the Actuarial Equivalent of his/her Accrued Benefit segregated into a separate account (as described in Section 3.05(b) of the Plan) upon the Participant's reaching Normal Retirement Age while still employed with the Employer.

- (b) The following rules apply with respect to determining a Participant's Accrued Benefit that commences after Normal Retirement Age: Benefit based on final average monthly earnings and service as of Late Retirement.
[Note: Any provision described in subsection (b) may not violate the nondiscrimination requirements under Code §401(a)(4).]

6-4 **DISABILITY BENEFIT.** Unless designated otherwise under this AA §6-4, the Plan does not provide for a Disability Benefit.

- (a) **Disability benefit.** If this subsection (a) is selected, the Plan provides for a Disability Benefit upon a Participant's becoming Disabled (as defined in subsection (b) below) equal to:
- (1) The Participant's Normal Retirement Benefit, without reduction for early commencement.
 - (2) The Actuarial Equivalent of the Participant's Accrued Benefit, as reduced for early commencement in accordance with Section 3.06 of the Plan.
 - (3) The Participant's Accrued Benefit, as reduced for early commencement in accordance with the following actuarial principles: _____
- (b) **Definition of Disabled.** To determine whether a Participant is Disabled for purposes of this AA §6-4, the definition of Disabled under Section 1.35 of the Plan applies, unless an alternative definition of Disabled is selected under this subsection (b).
- Alternative definition of Disabled and other Disability Benefit provisions: _____
[Note: Any alternative definition of Disabled will apply uniformly to all Participants under the Plan and may not discriminate impermissibly in favor of Highly Compensated Employees.]

6-5 **PRE-RETIREMENT DEATH BENEFIT.** A Participant who dies prior to his/her Annuity Starting Date is entitled to the following death benefit:

- (a) No death benefit other than the QPSA benefit.
- (b) The excess (if any) of the Present Value of the Participant's vested Accrued Benefit minus the Present Value of the QPSA benefit.
- (c) The proceeds of any insurance policies purchased on the Participant's life with the total death benefit (including the QPSA benefit) not in excess of 100 times the Anticipated Monthly Retirement Benefit. The total face amount of the life insurance policies will be ___ (enter an amount not in excess of 100) times the Participant's Anticipated Monthly Retirement Benefit.
- (d) The greater of (b) or (c) above. The total face amount of the life insurance policies will be ___ (enter an amount not in excess of 100) times the Participant's Anticipated Monthly Retirement Benefit.
- (e) The death proceeds under any life insurance contracts purchased on the Participant's life plus the Theoretical ILP Reserve minus the Present Value of the QPSA benefit and the cash value of any life insurance contracts under the Plan. (See Section 3.07(b)(1)(iii) of the Plan for the definition of Theoretical ILP Reserve.) The face amount of the life insurance policies will be that purchasable by:
- (1) ___ % (not greater than 66 2/3) for whole (ordinary) life insurance
 - (2) ___ % (not greater than 33 1/3) for term and/or universal life insurance
- (f) Describe: Surviving spouse is entitled to an immediate monthly benefit equal to 50% of the Participant's vested accrued benefit at time of death. If the Participant is not survived by a spouse, but by minor dependent children, the survivor benefit will be paid to such children until they have attained the age of 18. Survivor benefit terminates upon the death or remarriage of the surviving spouse.
[Note: Any provision under subsection (f) may not violate the nondiscrimination requirements under Code §401(a)(4).]

6-6 **FRESH-START RULES.** Unless designated otherwise under this AA §6-6, no Fresh-Start rules apply with respect to the Plan. See Section 3.08 of the Plan for a discussion of the Fresh-Start rules.

- (a) **Application of Fresh-Start rules.** The Accrued Benefit with respect to each Participant in the Fresh-Start Group (as defined in subsection (b) below) shall be determined using the following method:
- (1) **Formula with wear-away** (as defined in Section 3.08(a)(1) of the Plan).
 - (2) **Formula without wear-away** (as defined in Section 3.08(a)(2) of the Plan).

(3) **Formula with extended wear-away** (as defined in Section 3.08(a)(3) of the Plan).

[Note: The formula with wear-away and formula with extended wear-away Fresh-Start rules may cause the Plan to fail to satisfy the safe harbor nondiscrimination rules. If the Fractional Accrual Method is being used, the formula without wear-away may not be selected. If the Plan is Fully Insured, only the formula with wear-away may be selected. See Section 3.08(a)(1)(ii) of the Plan.]

(b) **Fresh-Start Group.** The Fresh-Start Group consists of all Participants who have Accrued Benefits as of the Fresh-Start Date and have at least one Hour of Service with the Employer after that date. However, if designated below, the "Fresh-Start Group" shall be limited to:

(1) **Members of an acquired group of Employees** (as defined in Section 3.08(b)(2)(i) of the Plan).

(2) **Employees with a Frozen Accrued Benefit attributable to transferred assets and liabilities** (as defined in Section 3.08(b)(2)(ii) of the Plan).

(c) **Fresh-Start Date.**

(1) Fresh-Start Date as defined in Section 3.08(b)(1) of Plan.

(2) The Fresh-Start Date is _____. (See Section 3.08(b)(1) of the Plan.)

(d) **Special rules.**

(1) **Adjustment for increases in compensation.** A Participant's Frozen Accrued Benefit will be adjusted for increases in compensation after a Participant's latest Fresh-Start Date. See Section 3.08(b)(3)(vi).

(2) **Special provisions.** The following special rules apply for purposes of applying the Fresh-Start rules under the Plan: _____

[Note: Any provision described in subsection (2) may not violate the nondiscrimination requirements under Code §401(a)(4).]

6-7 EMPLOYEE CONTRIBUTIONS.

(a) **Mandatory Employee Contributions.** In order to participate in the Plan, an Employee must make the following Mandatory Employee Contributions each year as provided under Section 3.10(b) of the Plan.

(1) _____% of Plan Compensation

(2) \$_____

(3) Describe: _____

[Note: Any Mandatory Employee Contributions described in subsection (3) must be available in a nondiscriminatory manner and may not be subject to Employer discretion or violate the requirements of Code §411(c)(2).]

(b) **Voluntary Employee Contributions.** If this subsection (b) is checked, an Employee may make voluntary Employee Contributions under the Plan. If voluntary Employee Contributions are permitted under this subsection (b), such contributions must satisfy the nondiscrimination requirements described in Section 3.10(c) of the Plan using the Current Year Testing Method. Any Employee Contributions will be held in a separate account as provided in Section 3.10(a).

For this purpose, an Employee may not make Voluntary Employee Contributions in excess of the following amounts for any Plan Year:

(1) _____% of Plan Compensation

(2) \$_____

(3) Describe: _____

[Note: Any Voluntary Employee Contributions described in subsection (3) must be available in a nondiscriminatory manner and may not be subject to Employer discretion.]

SECTION 7
RETIREMENT AGES AND DATES

7-1 NORMAL RETIREMENT AGE:

- (a) **Normal Retirement Age.** The Normal Retirement Age under the Plan is:
- (1) Age ____ (not to exceed 65).
 - (2) The later of age ____ (not to exceed 65) or the ____ (not to exceed 5th) anniversary of the first day of the Plan Year in which the Employee commenced participation in the Plan.
 - (3) Describe: The later of: attainment of age 65 and the completion of 10 Years of Service. (may not be later than the maximum age permitted under subsection (2)).

[Note: Effective May 22, 2007, for Plans initially adopted on or after May 22, 2007, and effective for the first Plan Year beginning on or after July 1, 2008, for Plans initially adopted prior to May 22, 2007, the Normal Retirement Age selected in subsection (a) must be reasonably representative of the typical retirement age for the industry in which the Plan Participants work. An NRA under age 55 is presumed not to satisfy this requirement while a Normal Retirement Age of at least age 62 is deemed to be reasonable.]

- (b) **Effective Date of Normal Retirement Age.** The Normal Retirement Age selected under subsection (a) is effective as of _____. Prior to such date, the Normal Retirement Age under the Plan was:
- (1) Age _____.
 - (2) The later of age ____ or the ____ anniversary of the first day of the Plan Year in which the Employee commenced participation in the Plan.
 - (3) Describe: _____

[Note: This subsection (b) may be selected if the Plan used a Normal Retirement Age prior to May 22, 2007 (for Plans initially adopted on or after May 22, 2007) or prior to the first Plan Year beginning on or after July 1, 2008 (for Plans initially adopted prior to May 22, 2007) that was not reasonably representative of the typical retirement age for the industry in which the Plan Participants work.]

- (c) **Special provisions.** The following special rules apply with respect to the amendment of the Normal Retirement Age. For example, the Employer may provide Early Retirement Age provisions or other provisions to ensure the Plan does not violate the requirements under cutback rules under Code §§411(a)(9), 411(a)(10), 411(d)(6) or 4980F.

[Note: The amendment of the Plan to provide for a later Normal Retirement Age may not result in a violation of Code §§411(a)(9), 411(a)(10), 411(d)(6) or 4980F. Thus, for example, the vested percentage of any Participant will not be reduced solely by the amendment of the Normal Retirement Age. For this purpose, the amendment to a later Normal Retirement Age will not violate the anti-cutback requirements of Code §411(d)(6) merely because it eliminates the right to an in-service distribution prior to the later Normal Retirement Age.]

7-2 NORMAL RETIREMENT DATE:

- (a) The date the Participant attains Normal Retirement Age.
- (b) The first day of the month coinciding with or next following the date the Participant attains Normal Retirement Age.
- (c) The first day of the Plan Year coinciding with or next following the date the Participant attains Normal Retirement Age.
- (d) The first day of the Plan Year nearest to the date the Participant attains Normal Retirement Age.
- (e) Describe: _____

[Note: To qualify as a safe harbor plan for nondiscrimination purposes, the Normal Retirement Date may not be more than six months later or earlier than the Participant's Normal Retirement Age.]

7-3 **EARLY RETIREMENT AGE:**

- (a) There is no Early Retirement Age under the Plan.
- (b) A Participant reaches Early Retirement Age if he/she is still employed after attainment of each of the following:
- (1) Attainment of age ____
 - (2) The completion of ____ Years of Credited Service (as defined in AA §6-1(c)(1))
 - (3) Other: _____

[Note: Any provision described in subsection (3) may not violate the nondiscrimination requirements under Code §401(a)(4).]

7-4 **EARLY RETIREMENT DATE:**

- (a) The Plan does not provide for an Early Retirement Date.
- (b) The date the Participant attains Early Retirement Age.
- (c) The first day of the month coinciding with or first following the date the Participant attains Early Retirement Age.
- (d) The first day of the Plan Year coinciding with or next following the date the Participant attains Early Retirement Age.
- (e) Describe: _____

[Note: Any provision described in subsection (e) may not violate the nondiscrimination requirements under Code §401(a)(4).]

**SECTION 8
VESTING**

8-1 **VESTING OF EMPLOYER CONTRIBUTIONS.** The Accrued Benefits authorized under AA §6 will vest in accordance with the vesting schedule designated under AA §8-2 and AA §8-3, as applicable.

8-2 **NORMAL VESTING SCHEDULE.** The normal vesting schedule under the Plan is as follows. See Section 7.02(a) of the Plan for a description of the various vesting schedules under this AA §8-2.

- (a) Full and immediate vesting.
- (b) Three-year cliff vesting schedule
- (c) Ten-year cliff vesting schedule
- (d) Six-year graded vesting schedule
- (e) Seven-year graded vesting
- (f) Modified vesting schedule

___% after 1 Year of Service
___% after 2 Years of Service
___% after 3 Years of Service
___% after 4 Years of Service
___% after 5 Years of Service
___% after 6 Years of Service
100% after 7 Years of Service

[Note: If a modified vesting schedule is selected, the vested percentage for every Year of Service must satisfy the vesting requirements under the 7-year graded vesting schedule, unless 100% vesting occurs after no more than 5 Years of Service.]

8-3 **TOP HEAVY VESTING SCHEDULE. THE PLAN IS NOT SUBJECT TO THE TOP HEAVY RULES.** For any Plan Year the Plan is Top Heavy (and for all subsequent Plan Years), the Top Heavy vesting schedule selected in this AA §8-3 applies, unless provided otherwise under AA §8-6. (See Section 7.02(b) of the Plan.)

- (a) Full and immediate vesting
- (b) Three-year cliff vesting schedule
- (c) Six-year graded vesting schedule

- (d) Modified vesting schedule
 __% after 1 Year of Service
 __% after 2 Years of Service
 __% after 3 Years of Service
 __% after 4 Years of Service
 __% after 5 Years of Service
 100% after 6 Years of Service

[Note: If a modified vesting schedule is selected, the vested percentage for every Year of Service must satisfy the vesting requirements under the 6-year graded vesting schedule, unless 100% vesting occurs after no more than 3 Years of Service.]

8-4 **VESTING SERVICE.** In applying the vesting schedules under this AA §8, the following service with the Employer is excluded.

- (a) None, all service with the Employer counts for vesting purposes.
 (b) Service before the original Effective Date of this Plan (or a Predecessor Plan) is excluded.
 (c) Service completed before the Employee's ____ (not to exceed 18th) birthday is excluded.

[Note: See Section 7.06 of the Plan and AA §4-5 for rules regarding the crediting of service with Predecessor Employers for purposes of vesting under the Plan.]

8-5 **VESTING UPON DEATH, DISABILITY OR EARLY RETIREMENT AGE.** An Employee's vesting percentage increases to 100% if, while employed with the Employer, the Employee

- (a) dies
 (b) terminates employment due to becoming Disabled
 (c) reaches Early Retirement Age

8-6 **SHIFT TO/FROM TOP HEAVY VESTING SCHEDULE.** For a Plan Year in which the Plan is a Top Heavy Plan, the Plan automatically shifts to the Top Heavy Plan vesting schedule. Once a Plan uses a Top Heavy Plan vesting schedule, that schedule will continue to apply for all subsequent Plan Years.

To override this default provision, check below:

- If a Plan switches from Top Heavy status to non-Top Heavy status, the Plan will shift to the normal vesting schedule selected in AA §8-2 beginning with the Plan Year in which the Plan ceases to be Top Heavy.

[Note: The rules under Section 7.08 of the Plan will apply when a Plan shifts to or from a Top Heavy Plan vesting schedule.]

8-7 **MODIFICATION OF DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply.

- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period.
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.
- **Break in Service Rules.** The One-Year Break in Service rule does NOT apply. (See Section 7.07 of the Plan.)

To override the default vesting rules, complete the applicable sections of this AA §8-7. If this AA §8-7 is not completed, the default vesting rules apply.

- (a) **Year of Service.** Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ [must be less than 1,000] Hours of Service during a Vesting Computation Period.

- (b) **Vesting Computation Period (VCP).** Instead of the Plan Year, the Vesting Computation Period is:

(1) The 12-month period beginning with the anniversary of the Employee's date of hire.

(2) Describe: _____

[Note: Any Vesting Computation Period described in (2) must be a 12-consecutive month period and must apply uniformly to all Participants.]

- (c) **Elapsed Time method.** Vesting service will be determined under the Elapsed Time method. (See Section 7.03(b) of the Plan.)

- (d) **Equivalency Method.** For purposes of determining an Employee's Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 7.03(a)(2) of the Plan). The Equivalency Method will apply to:
- (1) All Employees.
 - (2) Only to Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, vesting will be determined based on actual hours worked.
- If this (d) is checked, Hours of Service for vesting will be determined under the following Equivalency Method.
- (3) **Monthly.** 190 Hours of Service for each month worked.
 - (4) **Daily.** 10 Hours of Service for each day worked.
 - (5) **Weekly.** 45 Hours of Service for each week worked.
 - (6) **Semi-monthly.** 95 Hours of Service for each semi-monthly period.
- (e) **One-Year Break in Service rule applies.** The One-Year Break in Service rule (as defined in Section 7.07(b) of the Plan) applies to temporarily disregard an Employee's service earned prior to a one-year Break in Service.
- (f) **Special vesting provisions.** No special vesting provisions apply unless designated under this subsection (f): _____
- [Note: Any special vesting provision designated in subsection (f) must satisfy the requirements of Code §411(a) and must satisfy the nondiscrimination requirements under §1.401(a)(4) of the regulations.]*

SECTION 9
DISTRIBUTION PROVISIONS – TERMINATION OF EMPLOYMENT

- 9-1 **AVAILABLE FORMS OF DISTRIBUTION.** Upon termination of employment, a Participant may elect to receive a distribution of his/her vested Accrued Benefit in the following alternative forms. Any alternative forms of distribution selected under this AA §9-1 will be in addition to the 50% Contingent Annuitant Option.
- (a) Straight Life Annuity.
 - (b) Life annuity with a term certain feature.
 - (c) Lump sum distribution of entire vested Accrued Benefit.
 - (d) Single sum distribution of a portion of vested Accrued Benefit.
 - (e) Installments for a specified term.
 - (f) Installments for in-service required minimum distributions only.
 - (g) Describe: Life Annuity with 10 years Certain and Continuous, 50% Contingent Annuitant, 100% Contingent Annuitant.
[Note: Any distribution option described in (g) will apply uniformly to all Participants under the Plan.]
- 9-2 **QUALIFIED JOINT AND SURVIVOR ANNUITY RULES.** **The Plan is not subject to the QJSA rules.** At the election of the Participant, benefits will be paid in any available form of distribution outlined in Section 9-1 above.
- To modify the Qualified Joint and Survivor Annuity provisions under Section 9 of the Plan, complete this AA §9-2.
- (a) **Modified QJSA benefit.** Instead of a 50% survivor benefit, the spouse's survivor benefit is:
 - (1) 100%.
 - (2) 75%.
 - (3) 66-2/3%.
 - (b) **One-year marriage rule.** Check this (b) to require the surviving spouse of a Participant to be married for at least one year prior to the Participant's death to be eligible for the QPSA benefit under the Plan. See Section 9.04(c)(2) of the Plan.
 - (c) **Retroactive annuity starting date.** Check this (c) to allow Participants to elect a retroactive annuity starting date as provided in Section 9.02(c) of the Plan. *[If this (c) is not checked, Participants will not be allowed to elect a retroactive annuity starting date.]*
- 9-3 **TIMING OF DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT.**
- (a) **Distribution of vested Accrued Benefit exceeding \$5,000.** A Participant who terminates employment with a vested Accrued Benefit exceeding \$5,000 may receive a distribution of his/her vested Accrued Benefit in any form permitted under AA §9-1 within a reasonable period following:
 - (1) the date the Participant terminates employment.
 - (2) the last day of the Plan Year during which the Participant terminates employment.
 - (3) the first Valuation Date following the Participant's termination of employment.
 - (4) attainment of Normal Retirement Age or death.

- (5) Describe: _____
[Note: Any distribution event described in (5) will apply uniformly to all Participants under the Plan.]

- (b) **Distribution of vested Accrued Benefit not exceeding \$5,000.** A Participant who terminates employment with a vested Accrued Benefit that does not exceed \$5,000 may receive a **lump sum** distribution of his/her vested Accrued Benefit within a reasonable period following:

- (1) the date the Participant terminates employment.
 (2) the last day of the Plan Year during which the Participant terminates employment.
 (3) the first Valuation Date following the Participant's termination of employment.
 (4) attainment of Normal Retirement Age, death or becoming Disabled.
 (5) Describe: _____

[Note: Any distribution event described in (5) will apply uniformly to all Participants under the Plan.]

9-4 DISTRIBUTION UPON DISABILITY

- (a) **Termination of Disabled Employee.** A Participant who terminates employment on account of becoming Disabled may receive a distribution of his/her vested Accrued Benefit in the same manner as a regular distribution upon termination, unless provided otherwise under this AA §9-4(a).

- (1) Distribution will be made as soon as reasonable following the date the Participant terminates on account of becoming Disabled.
 (2) Distribution will be made as soon as reasonable following the last day of the Plan Year during which the Participant terminates on account of becoming Disabled.
 (3) Describe: The Plan does not provide for a disability benefit.

[Note: Any distribution event described in (3) will apply uniformly to all Participants under the Plan.]

- (b) **Definition of Disabled.** A Participant is treated as Disabled if such Participant satisfies the conditions in Section 1.35 of the Plan.

To override this default definition, check below and insert the definition of Disabled to be used under the Plan.

- Alternative definition of Disabled and other Disability Benefit provisions: _____
[Note: Any alternative definition of Disabled will apply uniformly to all Participants under the Plan and may not discriminate impermissibly in favor of Highly Compensated Employees.]

9-5 SPECIAL RULES.

- (a) **Availability of Involuntary Cash-Out Distributions.** A Participant who terminates employment with a present value of his/her vested Accrued Benefit of \$5,000 or less will receive an Involuntary Cash-Out Distribution, subject to the Automatic Rollover provisions under Section 8.07 of the Plan.

Alternatively, an Involuntary Cash-Out Distribution will be made to the following terminated Participants.

- (1) **No Involuntary Cash-Out Distributions.** The Plan does not provide for Involuntary Cash-Out Distributions. A terminated Participant must consent to any distribution from the Plan. (See Section 14.03(b) of the Plan for special rules upon Plan termination.)
 (2) **Lower Involuntary Cash-Out Distribution threshold.** A terminated Participant will receive an Involuntary Cash-Out Distribution only if the present value of the Participant's vested Accrued Benefit is less than or equal to:
 (i) \$1,000
 (ii) \$_____ (must be less than \$5,000)

- (b) **Application of Automatic Rollover rules.** The Automatic Rollover rules described in Section 8.07 of the Plan do not apply to any Involuntary Cash-Out Distribution below \$1,000 (to the extent available under the Plan).

To override this default provision, check this subsection (b).

- Check this (b) to apply the Automatic Rollover provisions under Section 8.07 of the Plan to all Involuntary Cash-Out Distributions (including those below \$1,000).

- (c) **Treatment of Rollover Contributions.** Unless elected otherwise under this (c), Rollover Contributions will be excluded in determining whether a Participant's vested Accrued Benefit exceeds the Involuntary Cash-Out threshold for purposes of applying the distribution rules under this AA §9 and Section 8.07(a) of the Plan. To include Rollover Contributions for purposes of applying the Plan's distribution rules, check below.

In determining whether a Participant's vested Accrued Benefit exceeds the Involuntary Cash-Out threshold, Rollover Contributions will be included.

[Note: This (c) should be checked if a lower Involuntary Cash-Out Distribution is selected in (a)(2) above in order to avoid the Automatic Rollover provisions described in Section 8.07 of the Plan. Failure to check this (c) could cause the Plan to be subject to the Automatic Rollover provisions if a Participant receives a distribution attributable to Rollover Contributions that exceeds \$1,000.]

- (d) **Distribution upon attainment of stated age.** A Participant must consent to a distribution from the Plan at any time prior to attainment of the Participant's Required Beginning Date.

To allow for involuntary distribution upon attainment of Normal Retirement Age (or age 62, if later), check below.

A distribution from the Plan will be made to a terminated Participant without the Participant's consent, regardless of the present value of such Participant's vested Accrued Benefit, upon attainment of Normal Retirement Age (or age 62, if later).

SECTION 10
IN-SERVICE DISTRIBUTIONS AND REQUIRED MINIMUM DISTRIBUTIONS

- 10-1 **AVAILABILITY OF IN-SERVICE DISTRIBUTIONS.** A Participant may withdraw all or any portion of his/her vested Accrued Benefit, to the extent designated under this AA §10-1.

- (a) No in-service distributions are permitted.
 (b) Attainment of Normal Retirement Age.
 (c) Attainment of age ____ [*may not be less than age 62*].

[Note: Subsection (c) is not effective for any Plan Year beginning before January 1, 2007.]

- 10-2 **SPECIAL DISTRIBUTION RULES.** No special distribution rules apply, unless specifically provided under this AA §10-2.

- (a) A Participant may take no more than ____ in-service distribution(s) in a Plan Year.
 (b) A Participant may not take an in-service distribution of less than \$ ____ (may not exceed \$1,000).
 (c) Describe: _____

[Note: Any provision described in subsection (c) may not violate the nondiscrimination requirements under Code §401(a)(4).]

- 10-3 **REQUIRED BEGINNING DATE – NON-5% OWNERS.** In applying the required minimum distribution rules under Section 10 of the Plan, the Required Beginning Date for non-5% owners is:

- (a) the later of attainment of age 70½ or termination of employment.
 (b) the date the Employee attains age 70½, even if the Employee is still employed with the Employer.

- 10-4 **REQUIRED DISTRIBUTIONS AFTER DEATH.** If a Participant dies before distributions begin and there is a Designated Beneficiary, the Participant or Beneficiary may elect on an individual basis whether the 5-year rule or the life expectancy method described under Sections 10.04(b) of the Plan apply. (See Section 10.04(b)(2) of the Plan for rules regarding the timing of an election authorized under this AA §10-4.)

Alternatively, if selected below, any death distributions to a Designated Beneficiary will be made under the 5-year rule (as described in Section 10.04(b)(1)(ii) of the Plan).

The five-year rule applies (instead of the life expectancy method). This election applies to:

(a) All distributions.

(b) The following distributions: _____

**SECTION 11
MISCELLANEOUS PROVISIONS**

11-1 ACTUARIAL EQUIVALENT. In determining the equivalent value of a benefit form other than a non-decreasing annuity (e.g. lump sum distribution), the Plan will use the Applicable Interest Rate and Applicable Mortality Table. In determining the Applicable Interest Rate, the Plan will use the Plan Year as the Stability Period and use as a Lookback Month the first calendar month preceding the first day of the Stability Period, unless designated otherwise under subsection (b) and/or (c) below. (See Section 1.05 of the Plan for a discussion of the rules that apply to determining actuarial equivalence under the Plan.) *[Do not complete this AA §11-1 if the Plan is Fully Insured (as defined in Section 1.66 of the Plan).]*

(a) **Determining actuarial equivalence of a non-decreasing annuity option.** Instead of using the Applicable Interest Rate and Applicable Mortality Table when determining the actuarial equivalence of alternative forms of distribution, the Plan will use the following actuarial assumptions:

(1) **Pre-retirement interest rate:** 6.00%

(2) **Post-retirement interest rate:** 6.00%

(3) **Pre-retirement mortality:** IRS 2011 Applicable Table

(4) **Post-retirement mortality:** IRS 2011 Applicable Table

(5) **Insurance or annuity contract.** Actuarial equivalence will be determined using the interest and mortality assumptions under the following insurance or annuity contract:

(i) Contract name/number: _____

(ii) Company that issued the contract: _____

(iii) Date of issuance: _____

(iv) Special provisions: _____

[Note: If the Plan provides for permitted disparity under Code §401(l), any interest rate assumptions designated under this subsection (a) must be between 7½% and 8½% and the mortality table must be a standard mortality table as described in Treas. Reg. §1.401(a)(4)-12.]

(b) **Stability Period.** Instead of using the Plan Year as the Stability Period, the Plan will use the following Stability Period:

(1) Plan Year quarter

(2) Calendar quarter

(3) Calendar month

(4) Calendar year

(c) **Lookback Month.** Instead of the first calendar month preceding the first day of the Stability Period, the Lookback Month is the:

(1) second (2) third

(3) fourth (4) fifth

calendar month preceding the first day of the Stability Period. (See Section 1.77 of the Plan.)

11-2 DEFINITION OF HIGHLY COMPENSATED EMPLOYEE. In determining which Employees are Highly Compensated (as defined in Section 1.68 of the Plan), the following rules apply:

(a) The **Top-Paid Group Test** does not apply.

(b) The **Top-Paid Group Test** applies.

(c) The **Calendar Year Election** applies. *[This (c) may be chosen only if the Plan Year is not the calendar year. If this (c) is not selected, the determination of Highly Compensated Employees is based on the Plan Year. See Section 1.68(d) of the Plan.]*

11-3 SPECIAL RULES FOR APPLYING THE CODE §415 BENEFIT LIMITATION. The provisions under Section 5 of the Plan apply for purposes of applying the Code §415 limit on benefits under the Plan.

Complete this AA §11-3 to override the default provisions that apply in determining the Code §415 benefit limitation under Section 5 of the Plan.

- (a) **Limitation Year.** Instead of the Plan Year, the Limitation Year is the 12-month period ending ____.
[Note: If the Plan has a short Plan Year for the first year of establishment, the Limitation Year is deemed to be the 12-month period ending on the last day of the short Plan Year, unless provided otherwise in (d).]

- (b) **Year of service for determining Highest Average Compensation.** In determining a Participant's Highest Average Compensation (as defined in Section 5.06(g) of the Plan) for purposes of applying the Code §415 benefit limitation under Section 5 of the Plan, years of service are determined based on the Plan Year.

To designate a different period for determining years of service for this purpose, complete this subsection (b).

- Instead of the Plan Year, a year of service for purposes of determining a Participant's Highest Average Compensation under Section 5.06(g) of the Plan is:

- (1) the calendar year.
 (2) the 12-month period ending on _____.

- (c) **Automatic increase of Maximum Permissible Benefit.** In determining the Maximum Permissible Benefit under Section 5 of the Plan, the Defined Benefit Compensation Limitation (as defined in Section 5.06(c) of the Plan) and the Defined Benefit Dollar Limitation (as defined in Section 5.06(d) of the Plan) are automatically adjusted beginning with the first Limitation Year following a Participant's severance of employment, in accordance with Code §415(d).

To override this default provision so that no automatic adjustment applies with respect to the Defined Benefit Compensation Limitation and/or the Defined Benefit Dollar Limitation, complete (1) and/or (2) below.

- (1) The Defined Benefit Compensation Limitation and/or
 (2) The Defined Benefit Dollar Limitation

will not be automatically adjusted under Code §415(d) following a Participant's severance of employment. See Sections 5.06(c) and (d) of the Plan.

- (d) **Special rules.** Instead of the default provisions under Section 5 of the Plan, the following rules apply:

[Note: Any provision described in subsection (d) may not violate the nondiscrimination requirements under Code §401(a)(4).]

11-4 SPECIAL RULES FOR MORE THAN ONE PLAN.

- (a) **Top Heavy minimum contribution.** If the Employer maintains this Plan and another plan, any top heavy minimum benefits will be provided under this Plan. (See Section 4.04(e) of the Plan.)

To provide the top heavy minimum contributions under another plan, complete (1) and/or (2) below:

- (1) The top heavy minimum benefit will be provided in the following plan maintained by the Employer: _____
 (2) Describe the Top Heavy minimum benefit (or actuarial assumptions) that will be provided under the other plan: ____
 (3) Describe the Employees who will receive the Top Heavy minimum benefit under the other plan: _____

- (b) **Code §415 benefit limitation.** If the Employer maintains another plan in which any Participant is a participant, the rules set forth under Section 5.03 of the Plan apply.

To modify the default provisions under Section 5.03 of the Plan, designate how such rules will apply.

- Instead of applying the default rules under Section 5.03 of the Plan, the Employer will determine the Code §415 benefit limitation in the following manner: _____

[Note: Any method designated above must provide for the proper reduction of any Excess Amounts and must preclude Employer discretion.]

11-5 **ELECTION NOT TO PARTICIPATE (see Section 2.08 of the Plan).** All Participants who satisfy the accrual requirements will receive an accrual under this Plan and no Employee may waive out of Plan participation.

To allow Employees to make a one-time irrevocable waiver, check below.

- An Employee may make a one-time irrevocable election not to participate under the Plan at any time prior to the time the Employee first becomes eligible to participate under the Plan. [*Note: Use of this provision could result in a violation of the minimum coverage rules under Code §410(b).*]

11-6 **FAIL-SAFE COVERAGE PROVISION.** If the Plan fails the minimum coverage test under Code §410(b), the Employer must amend the Plan in accordance with the provisions of Section 14.02(a) of the Plan to correct the coverage violation.

Alternatively, the Employer may elect under this AA §11-6 to apply a Fail-Safe Coverage Provision that will allow the Plan to automatically correct the minimum coverage violation.

- The Fail-Safe Coverage Provision (as described under Section 14.02(b) of the Plan) applies.

[*Note: If the Fail-Safe Coverage Provision applies, the Plan may not perform the average benefit test to demonstrate compliance with the coverage requirements under Code §410(b), except as provided in Section 14.02 of the Plan.*]

11-7 **PROTECTED BENEFITS.** There are no protected benefits (as described in Code §411(d)(6)) other than those described in the Plan.

To designate protected benefits other than those described in the Plan, check the box below and describe the protected benefits in an Addendum to this Agreement.

- Additional protected benefits are provided to Participants in addition to those described in the Plan. See the Addendum attached to this Adoption Agreement for a description of such protected benefits.

**APPENDIX A
SPECIAL EFFECTIVE DATES**

- A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows:

- A-2 **Minimum age and service conditions.** The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:

- A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows:

- A-4 **Accrued Benefits.** The Accrued Benefits provisions under AA §6 are effective as follows:

- A-5 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows:

- A-6 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows:

- A-7 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows:

- A-8 **In-service distributions and Required Minimum Distributions.** The provisions regarding in-service distribution and Required Minimum Distributions under AA §10 are effective as follows:

- A-9 **Miscellaneous provisions.** The provisions under AA §11 are effective as follows:

- A-10 **Special effective date provisions for merged plans.** If any qualified retirement plans have been merged into this Plan, the provisions of Section 14.04 of the Plan apply, except as follows:

- A-11 **Other special effective dates:**

**APPENDIX B
LOAN POLICY**

B-1 Are **PARTICIPANT LOANS** permitted? (See Section 13 of the Plan.)

- (a) Yes. (b) No.

[*Note: Participant loans are not available if this Plan is a Fully-Insured Plan (as designated in AA §6-1(c).]*

B-2 **LOAN PROCEDURES.**

- (a) Loans will be provided under the default loan procedures set forth in Section 13 of the Plan, unless modified under this Appendix B.
- (b) Loans will be provided under a separate written loan policy. [*If this (b) is checked, do not complete the remainder of this Appendix B.*]

B-3 **LOAN LIMITS.** The default loan policy under Section 13.03 of the Plan allows Participants to take a loan provided all outstanding loans do not exceed 50% of the Participant's vested Accrued Benefit. To override the default loan policy to allow loans up to \$10,000, even if greater than 50% of the Participant's vested Accrued Benefit, check box below.

- A Participant may take a loan equal to the greater of \$10,000 or 50% of the Participant's vested Accrued Benefit. [*If this AA §B-3 is checked, the Participant may be required to provide adequate security as required under Section 13.06 of the Plan.*]

B-4 **NUMBER OF LOANS.** The default loan policy under Section 13.04 of the Plan restricts Participants to one loan outstanding at any time. To override the default loan policy and permit Participants to have more than one loan outstanding at any time, complete (a) or (b) below.

- (a) A Participant may have ___ loans outstanding at any time.
- (b) There are no restrictions on the number of loans a Participant may have outstanding at any time.

B-5 **INTEREST RATE.** The default loan policy under Section 13.05 of the Plan provides for an interest rate commensurate with the interest rates charged by local commercial banks for similar loans. To override the default loan policy and provide a specific interest rate to be charged on Participant loans, complete this AA §B-5.

- (a) The prime interest rate
- (1) plus ___ percentage point(s).

(b) Describe: _____

[*Note: Any interest rate described in subsection (b) must be reasonable and will apply uniformly to all Participants.*]

B-6 **MINIMUM LOAN AMOUNT.** The default loan policy under Section 13.04 of the Plan provides that a Participant may not receive a loan of less than \$1,000. To modify the minimum loan amount, complete (a) or (b) below.

- (a) There is no minimum loan amount.
- (b) The minimum loan amount is \$_____.

B-7 **PURPOSE OF LOAN.** The default loan policy under Section 13.02 of the Plan provides that a Participant may receive a Participant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans, complete (a) or (b) below.

- (a) A Participant may only receive a Participant loan upon the demonstration of a hardship event, as defined in Treas. Reg. §1.401(k)-1(d)(3)(iii)(B).
- (b) A Participant may only receive a Participant loan under the following circumstances: _____

**SECTION 5
COMPENSATION DEFINITIONS**

5-1 TOTAL COMPENSATION.

- (a) **Definition of Total Compensation.** Total Compensation is based on the definition set forth under this AA §5-1. See Section 1.133 of the Plan for a specific definition of the various types of Total Compensation.

- (1) W-2 Wages
 (2) Code §415 Compensation.
 (3) Wages under Code §3401(a).

[For purposes of determining Total Compensation, each definition includes Elective Deferrals, pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).]

- (b) **Exclusion of post-severance compensation from Total Compensation.** Total Compensation (as defined in Section 1.133 of the Plan) includes post-severance compensation, to the extent provided in Section 1.133(c) of the Plan. For this purpose, severance pay is always excluded from the definition of Total Compensation. Other post-severance compensation paid within 2½ months after severance from employment with the Employer or the end of the Limitation Year that includes such date of severance from employment is included in Total Compensation, unless excluded under this subsection (b). See Section 1.133(c) of the Plan.

The following amounts paid after a Participant's severance from employment are excluded from Total Compensation.

- (1) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.
- (2) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee's gross income.

[Note: Plan Compensation (as defined in Section 1.102 of the Plan) includes any post-severance compensation amounts that are includible in Total Compensation. The Employer may elect to exclude all compensation paid after severance of employment from the definition of Plan Compensation under AA §5-2(j) or may elect to exclude specific types of post-severance compensation from Plan Compensation under AA §5-2(k).]

- (c) **Elective provisions affecting post-severance compensation.**

- (1) **Earlier application of post-severance compensation rules.** As provided in Section 1.133(c) of the Plan, the rules regarding post-severance compensation are effective for Limitation Years beginning on or after July 1, 2007. To designate an earlier effective date for the post-severance compensation rules under Section 1.133(c) of the Plan, complete this AA §5-1(b)(1).

- The post-severance compensation rules under Section 1.133(c) of the Plan are effective for Limitation Years beginning on or after ____ *[may not be later than July 1, 2007].*

- (2) **Continuation payments for military service and disabled Participants.** Unless designated otherwise under this subsection (2), the post-severance compensation rules under Section 1.133(c) of the Plan apply with respect to continuation payments for military service and disabled Participants. To count Total Compensation paid after severance of employment on account of military service and/or disability, check the appropriate selections under this subsection (2).

- (i) **Payments for military service.** Total Compensation includes amounts paid to an individual who does not currently perform services for the Employer by reason of qualified military service to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service. See Section 1.133(d)(1) of the Plan.
- (ii) **Payments to disabled Participants.** Total Compensation shall include post-severance compensation paid to a Participant who is permanently and totally disabled, as provided in Section 1.133(d)(2) of the Plan.

- 5-2 PLAN COMPENSATION:** Plan Compensation is **Total Compensation** (as defined in AA §5-1 above) with the following exclusions described below.

- (a) No exclusions.

- (b) Elective Deferrals (as defined in Section 1.44 of the Plan), pre-tax contributions to a cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4) are excluded.
- (c) All fringe benefits, expense reimbursements, deferred compensation, and welfare benefits are excluded.
- (d) Compensation above \$_____ is excluded.
- (e) Amounts received as a bonus are excluded.
- (f) Amounts received as commissions are excluded.
- (g) Overtime payments are excluded.
- (h) Amounts received for services performed for a non-signatory Related Employer are excluded.
- (i) “Deemed §125 compensation” as defined in Section 1.133 of the Plan.
- (j) Amounts received after termination of employment are excluded (see Section 1.133 of the Plan).
- (k) Describe adjustments to Plan Compensation: _____

[Note: Any exclusions selected under subsections (e) – (k) (other than subsection (i)) may cause the definition of Plan Compensation to fail to satisfy a safe harbor definition of compensation under Code §414(s).]

5-3 **DEFINITION OF AVERAGE COMPENSATION.** In applying the benefit formula selected under AA §6 (other than a uniform dollar formula or an Accumulation Plan formula, a Participant's Average Compensation is the average of the Participant's Plan Compensation (as defined in AA §5-2) during the Averaging Period that falls within the Participant's Employment Period, unless modified below:

- The Averaging Period consists of the three consecutive Measuring Periods which produce the highest Average Compensation.
- The Measuring Period is the Plan Year.
- The Employment Period is the Participant's entire period of employment.

(a) **Averaging Period.** Instead of the default definition, the Averaging Period is:

- (1) ___ consecutive Measuring Periods which produce the highest Average Compensation.
- (2) ___ Measuring Periods (whether or not consecutive) which produce the highest Average Compensation.
- (3) the final ___ Measuring Periods included in the Employment Period.
- (4) all Measuring Periods included in the Employment Period.
- (5) (Describe) The Final 36 Measuring Periods in the Employment Period. If the final 36 months of employment include Measuring Period(s) during which no compensation is earned, compensation for said Measuring Period(s) shall be deemed equal to the average compensation earned in the 12 immediately prior Measuring Periods during which compensation was earned.

[Note: Any period described in subsection (5) must apply uniformly to all Participants and may not violate the nondiscrimination requirements under Code §401(a)(4).]

(b) **Measuring Period.** Instead of the Plan Year, the Measuring Period is:

- (1) the calendar year.
- (2) the 12-month period ending on _____
- (3) a calendar month. [Note: If this (3) is checked, to be a safe harbor plan under the nondiscrimination rules, the Averaging Period under (a) above must be no fewer than 36 months.]

(c) **Employment Period.** Instead of the default definition, a Participant's Employment Period is:

- (1) The period which begins on the date the Participant's participation in the Plan commenced and ends in the current Plan Year.
- (2) The ___ consecutive Measuring Periods ending in the current Plan Year.
- (3) The period measured from _____ through the end of the current Plan Year.
- (4) (Describe): _____

[Note: A Participant's Employment Period must end in the current Plan Year and may not be shorter than the Averaging Period selected in subsection (a) above (or the Participant's entire period of employment, if shorter).]

(d) **Drop-Out Periods.** Compensation History does not include the following periods:

- (1) A Measuring Period in which the Participant terminates employment.
- (2) A Measuring Period in which the Participant does not complete at least ___ Hours of Service.
- (3) (Describe): _____

[Note: Any period described in subsection (3) must apply uniformly to all Participants and may not violate the nondiscrimination requirements under Code §401(a)(4).]

- (e) **Participant with Employment Period shorter than the Averaging Period.** If a Participant terminates employment before completing the total months in the Averaging Period designated in subsection (a) above, instead of being based on the Employee's entire period of employment, Average Compensation shall be a monthly average equal to 12 times the Plan Compensation during the Employment Period divided by the number of months the Participant was employed.

**SECTION 6
BENEFIT FORMULAS**

6-1 **NONINTEGRATED BENEFIT FORMULA:** A Participant's Accrued Benefit is determined under the following formula. Any benefit selected under this AA §6-1 must provide meaningful benefits within the meaning of Code §401(a)(26).

- (a) **Flat Benefit Formula.** ___% of each Participant's Average Compensation using the Fractional Accrual Method, as defined in Section 3.01(a) of the Plan.

- (1) The benefit is reduced pro rata for each Year of Credited Service less than 25 years.
 (2) The benefit is reduced pro rata for each Year of Credited Service less than ___ years.

[Note: To qualify as a safe harbor plan under the nondiscrimination rules, a Participant must be required to complete a minimum of 25 Years of Credited Service to receive an unreduced benefit. Therefore, to qualify as a safe harbor plan, (1) or (2) must be selected and, if (2) is selected, at least 25 must be inserted in the designated space. See Section 3.02(a)(1) of the Plan.]

- (b) **Unit Benefit Formula.** In applying a Unit Benefit Formula under this subsection (b), the Unit Accrual Method applies, unless elected otherwise in subsection (d)(4) below. See Section 3.01(b) of the Plan.

- (1) **Uniform formula.** 1.00 % of Average Compensation multiplied by Years of Credited Service.

- (i) Years of Credited Service above 25 will not be taken into account.
 (ii) Years of Credited Service above ___ will not be taken into account.

[Note: If the Fractional Accrual Method is selected under subsection (d)(4) below, to qualify as a safe harbor plan under the nondiscrimination rules, a Participant must be required to complete a minimum of 25 Years of Credited Service to receive an unreduced benefit. Therefore, if the Plan is using the Fractional Accrual Method, subsection (i) or (ii) must be selected and, if (ii) is selected, at least 25 must be inserted in the designated space in order for the Plan to qualify as a safe harbor plan. See Section 3.02(a)(2)(ii) of the Plan.]

- (2) **Tiered formula.** ___% of Average Compensation for the first ___ Years of Credited Service

- (i) plus ___% of Average Compensation for the next ___ Years of Credited Service.
 (ii) plus ___% of Average Compensation for all remaining Years of Credited Service.
 (A) Years of Credited Service above ___ will not be taken into account.

[Note: If the Unit Accrual Method applies, any percentage selected under (i) or (ii) above may not be more than 133-1/3% greater than any prior percentage under the formula. If the Fractional Accrual Method is selected under subsection (d)(4) below and the Years of Credited Service to which the first percentage under (2) applies is less than 33, special limits apply for the Plan to qualify as a safe harbor plan under the nondiscrimination rules. See Section 3.02(a)(2)(iii) of the Plan.]

- (3) **Uniform dollar formula.** \$___ multiplied by Years of Credited Service.

- (i) Instead of Years of Credited Service, the formula under (3) will be applied based on the following units of service: _____
 (ii) Years of Credited Service above 25 will not be taken into account.

APPENDIX C
ADMINISTRATIVE ELECTIONS

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without reexecuting this Agreement by substituting an updated Appendix C with new elections.

C-1 ROLLOVER CONTRIBUTIONS. Does the Plan accept **Rollover Contributions**?

- (a) No
 (b) Yes

[Note: The Employer may designate in separate written procedures the extent to which it will accept rollovers from designated plan types. For example, the Employer may decide not to accept rollovers from certain designated plans (e.g., 403(b plans), §457 plans or IRAs).]

C-2 LIFE INSURANCE. Are **life insurance** investments permitted? (See Section 6 of the Plan.)

- (a) No
 (b) Yes (See Section 6.01 of the Plan for rules regarding life insurance investments.)

C-3 QDRO PROCEDURES. Do the **default QDRO procedures** under Section 11.06 of the Plan apply?

- (a) No
 (b) Yes

EMPLOYER SIGNATURE PAGE

PURPOSE OF EXECUTION. This Signature Page is being executed to effect:

- (a) The adoption of a **new plan**, effective _____ [Insert Effective Date of Plan. Date can be no earlier than the first day of the first Plan Year in which the Plan is adopted.]
- (b) The **restatement** of an existing plan, effective 1-1-2011 [Insert Effective Date of Plan. Date can be no earlier than January 1, 2002.]
 - (1) Name of Plan(s) being restated: Delaware Township, Pike County Non-Police Pension Plan
 - (2) The original effective date of the plan(s) being restated: 1-1-2006
- (c) An **amendment** of the Plan. If this Plan is being amended, the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Signature Pages should be retained as part of this Adoption Agreement.
 - (1) Identify the Adoption Agreement section(s) being amended: _____
 - (2) Effective Date(s) of such changes: _____
- (d) To identify a **Successor Employer**. Check this selection if a successor to the signatory Employer is continuing this Plan as a Successor Employer. Complete this Signature Page and substitute a new page 1 under this Adoption Agreement to identify the Successor Employer. All prior Signature Pages should be retained as part of this Adoption Agreement.
 - (1) Effective Date of the amendment is: _____

VOLUME SUBMITTER SPONSOR INFORMATION. The Volume Submitter Sponsor will inform the Employer of any amendments made to the Plan and will notify the Employer if it discontinues or abandons the Plan. To be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Sponsor of any change in address. The Employer may direct inquiries regarding the Plan or the effect of the Favorable IRS Letter to the Volume Submitter Sponsor (or authorized representative) at the following location:

Name of Volume Submitter Sponsor: Summit Financial Corporation

Address: 7 New England Executive Park - Suite 220, Burlington, MA 01803

Telephone number: (781) 229-9500

IMPORTANT INFORMATION ABOUT THIS VOLUME SUBMITTER PLAN. A failure to properly complete the elections in this Adoption Agreement or to operate the Plan in accordance with applicable law may result in disqualification of the Plan. The Employer may rely on the Favorable IRS Letter issued by the National Office of the Internal Revenue Service to the Volume Submitter Sponsor as evidence that the Plan is qualified under Code §401, to the extent provided in Rev. Proc. 2005-16. The Employer may not rely on the Favorable IRS Letter in certain circumstances or with respect to certain qualification requirements, which are specified in the Favorable IRS Letter issued with respect to the Plan and in Rev. Proc. 2005-16. In order to obtain reliance in such circumstances or with respect to such qualification requirements, the Employer must apply to the office of Employee Plans Determinations of the Internal Revenue Service for a determination letter.

By signing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. The Employer understands that the Volume Submitter Sponsor has no responsibility or liability regarding the suitability of the Plan for the Employer's needs or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

Delaware Township, Pike County
(Name of Employer)

(Name of authorized representative) (Title)

(Signature) (Date)

DELAWARE TOWNSHIP
PIKE COUNTY, PENNSYLVANIA
RESOLUTION #2006-05

A RESOLUTION TO FUND THE NON-UNIFORM
EMPLOYEE PENSION PLAN
BY USE OF THE DELAWARE TOWNSHIP RESERVE FUND.

WHEREAS, The Township Supervisors believe that they should adopt a pension plan as provided by the Pennsylvania Municipality Group Retirement Plan and that such plan would be in the best interest of the Township Government in order to encourage continuity and stability in the Township Workforce.

WHEREAS, Delaware Township maintains an Operating Reserve Fund pursuant to Second Class Township code Section 1508.1.

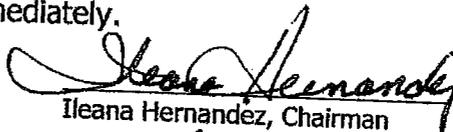
NOW THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED by the Board of Supervisors of said Delaware Township as follows:

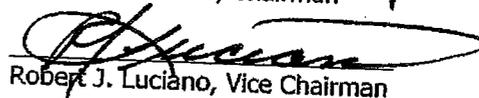
SECTION I: The Delaware Township Board of Supervisors is hereby authorized to fund the non-uniform employee pension plan enacted with Pennsylvania Municipalities Pension Trust in the amount of \$79,000 by use of the Operating Reserve Fund of Delaware Township.

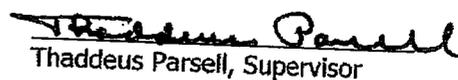
Section II: Nothing contained in this Resolution shall prohibit the Delaware Township Board of Supervisors from amending its budget for calendar year 2006 to provide for expenditure for the institution of a pension plan under the Pennsylvania Municipalities Pension Trust.

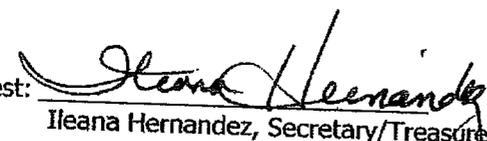
Section III: The Delaware Township Board of Supervisors may, as per Second Class Township Code 3202:e, by resolution make supplemental appropriation for any purpose from any funds on hand or estimated to be received within the fiscal year and not otherwise appropriated, including the proceeds of any borrowing authorized by law. Supplemental appropriations may be made whether or not an appropriation for that purpose was included in the original budget as adopted.

This Resolution shall become effective immediately.


Ileana Hernandez, Chairman


Robert J. Luciano, Vice Chairman


Thaddeus Parsell, Supervisor

Attest: 
Ileana Hernandez, Secretary/Treasurer

DELAWARE TOWNSHIP
PIKE COUNTY, PENNSYLVANIA

²⁰⁰⁶⁻⁸
RESOLUTION #200-8

A RESOLUTION AMENDING SURVIVOR BENEFIT ADDRESSED IN SECTION IV OF RESOLUTION #2006-4, , OF THE PENSION PLAN AND BENEFITS FOR ALL NON-POLICE EMPLOYEES OF DELAWARE TOWNSHIP, PIKE COUNTY, PENNSYLVANIA

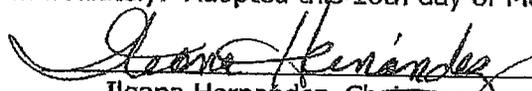
FROM:

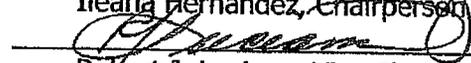
SECTION VI: Pursuant to said plan a survivor benefit will be available for the surviving spouse or minor, dependent children of the deceased employee.

TO:

SECTION VI: Upon the death of an active member who is (1) eligible for retirement on the date of his/her death but who is not retired: or (2) an active vested or terminated vested employee on the date of his/her death, the surviving spouse shall be entitled to a survivor's benefit equal to fifty percent (50%) of the participant's benefit accrued at the time of his/her death. Payments of the benefits shall terminate upon death or remarriage of the surviving spouse. In the event that a spouse does not survive the member, but by minor dependent child(ren), the survivor benefit shall be paid to such child(ren), in equal shares until he, she or they shall have attained the age of eighteen (18) years. All benefits paid hereunder shall be paid monthly.

THIS RESOLUTION shall take effect immediately. Adopted this 10th day of May 2006.


Ileana Hernandez, Chairperson


Robert J. Luciano, Vice Chairperson


Thaddeus Parsell, Supervisor

**DELAWARE TOWNSHIP
PIKE COUNTY, PENNSYLVANIA**

RESOLUTION #2006-04

A RESOLUTION TO PROVIDE A PENSION PLAN AND BENEFITS FOR ALL NON-POLICE EMPLOYEES OF DELAWARE TOWNSHIP, PIKE COUNTY, PENNSYLVANIA, AFTER TEN (10) YEARS OF SERVICE OR AT AGE 65, WHICHEVER IS LATER.

WHEREAS, The Delaware Township Supervisors believe that they should adopt a pension plan as provided by the Pennsylvania Municipality Group Retirement Plan and that such plan would be in the best interest of the Township Government in order to encourage continuity and stability in the Township Workforce,

NOW THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED by the Board of Supervisors of said Delaware Township as follows:

SECTION I: That there be and is hereby established a pension plan for all non-police employees of Delaware Township, a pension plan for all of said persons who work full time at least 35 hours a week and who are permanent employees.

SECTION II. That said person would be eligible for said pension benefits after ten (10) years of service as employees and at age 65 whichever is the later date, but not sooner than at age 65.

SECTION III: The pension benefits shall consist of 1.0% of the final average monthly salary, averaged over the final 36 months of employment multiplied by the years of service at retirement.

SECTION IV: Said pension benefits shall vest 100% after ten (10) years of continuous services as an employee for the Township and said employee shall be entitled thereto on retirement and after said the (10) years of service or at age 65 whichever is the later date, but cannot receive any such benefits until at least age 65.

SECTION V: On retirement the standard form of annuity shall be a life annuity.

SECTION VI: Pursuant to said plan a survivor benefit will be available for the surviving spouse or minor, dependent children of the deceased employee.

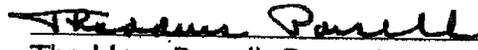
SECTION VII: Under this Resolution the Township has elected to participate in the Pennsylvania Municipalities Pension Trust established for the benefit of the employees of the participating Municipalities of Pennsylvania and the terms and conditions of the trust instrument entered into to effectuate such plans. Said plan shall become effective January 1, 2006.

This Resolution shall become effective January 1, 2006.

The within Resolution was enacted on _____ 2006 at the Regular Meeting of the Board of Supervisors of Delaware Township, Pike County, Pennsylvania.


Ileana Hernandez, Chairman


Robert J. Luciano, Vice Chairman


Thaddeus Parsell, Supervisor

Attest: 
Ileana Hernandez, Township Secretary

**APPROVAL OF PENSION PROPOSED BY
TRUSTEES INSURANCE FUND FOR NON-POLICE EMPLOYEES
OF DELAWARE TOWNSHIP
PIKE COUNTY, PENNSYLVANIA**

We, the undersigned, being the duly elected auditors in and for Delaware Township, Pike County, Pennsylvania, agree that the Township have a pension plan for all non-police employees of said Township.

We hereby approve the pension plan proposed by the Trustees Insurance Fund of Camp Hill, Pennsylvania, to Delaware Township to be adopted.

Auditor: Kathleen Concelers

Date: 3/28/06

Auditor: Louise A. Chattaway

Date: 03/28/06

Auditor: Michael Mlechs

Date: 03/28/06