

# Money Purchase Pension Plan

This booklet contains:

- Privacy Notice
- Instructions
- Adoption Agreement
- EGTRRA Model Amendment
- Beneficiary Designation Form
- Participant Data Sheet

## PRIVACY NOTICE

**This Privacy Notice is provided on behalf of Trustar<sup>sm</sup> Retirement Services, a trade name of Delaware Charter Guarantee & Trust Company. It describes our practices for safeguarding personal information about the individuals, including IRA holders, who own or apply for our financial products or services primarily for personal, family, or household purposes.**

**If you are a plan sponsor, this Privacy Notice describes our practices for safeguarding personal information about your employee benefit plan participants and beneficiaries. It does not apply to you as the plan sponsor.**

## PROTECTING YOUR PRIVACY

We take great care to properly handle information about IRA holders and employee benefit plan participants and beneficiaries, hereafter "you." This Notice describes how we handle personal information and our commitment to protecting your privacy.

## WE SAFEGUARD THE INFORMATION WE COLLECT ABOUT YOU

We follow strict security standards and procedures to help prevent unauthorized access to personal information. Only properly authorized employees may access information we collect from or about you. We regularly test our technology and employ multiple procedures to protect the confidentiality of information about you. We apply rigorous standards for protecting personal information to all our interactions with you, including those conducted via the Internet.

## HOW WE COLLECT INFORMATION

We may collect information about you from the following sources:

**Information we obtain during the application or enrollment process.** You may provide information as part of the application or enrollment process, such as your name, address, Social Security number, and employment data.

**Information we obtain from third parties.** This type of information may include such things as market value data about your account and similar information.

**Information about transactions and experience.** We create and retain information based on your transactions and experience with us, such as investment records and account balances.

**Information we obtain through Internet technology.** This includes information you may provide via on-line forms you complete and information we receive when you visit our website.

## HOW WE SHARE INFORMATION WITH THIRD PARTIES

We may disclose the information we collect about you, former customers, plan participants, and beneficiaries in response to a subpoena, to prevent fraud, to comply with an inquiry by a government agency or other regulator, or as necessary for other legal purposes.

We also may disclose information we collect about you, former customers, plan participants, and beneficiaries as follows:

- to third party service providers that perform services for us in the processing or servicing of your transaction, or third parties that perform services on our behalf; and
- to third parties with your consent or at your direction or otherwise as permitted by law.

## ACCURACY OF INFORMATION

We strive to keep our records accurate and will make appropriate corrections when you notify us. Please let us know if there is incorrect information in any statements or other communications that you receive from us.

## ADDITIONAL INFORMATION

If you have questions about our Privacy Notice, please write to our Privacy Officer at PO Box 8963, Wilmington, Delaware 19899-8963.

*The term "third party" refers to any entity that is not an affiliate of Trustar<sup>sm</sup> Retirement Services.*

*Receipt of this Notice does not constitute our acceptance of an application for any product or service.*

*We may modify our privacy practices occasionally. If we do so, we will communicate any material changes to you as required by law.*

*If a state's privacy requirements are more restrictive than those stated in this Notice, we will meet all applicable state requirements.*

*Your agent, investment executive, consultant, or others with whom you have a relationship may have a different privacy policy.*

# Instructions for Establishing Your Money Purchase Pension Plan

## Consult With Your Attorney

Carefully read the enclosed information. If you contemplate starting your own plan or are even seriously considering doing so, please consult with your Attorney and Tax Adviser.

## What is Required of an Employer to Establish a Plan?

When you decide to start your plan, complete the Adoption Agreement (and Operational History Addendum, if applicable), Economic Growth and Tax Relief Reconciliation Act (EGTRRA) Model Amendment, Participant Data Sheet, and Beneficiary Designation Form found in this booklet. Forward these materials for approval to Mesirow Financial, along with your check payable to Mesirow Financial for the initial fee. When Mesirow Financial has received these items, they will be reviewed for acceptance. Also, see Employer's Administrative Checklist.

## Contribution Formula

Money Purchase Pension: This Formula permits the Employer to contribute every year the same percentage which may not exceed the lesser of 100% or \$40,000. This contribution must be made regardless of the profitability of the Employer.

## Formula for Determining Self-Employed Contribution

When figuring the deduction for employer contributions made on behalf of yourself, compensation is your net earnings from self-employment after subtracting (I) The deduction allowed to you for one-half of the self-employment tax, and (II) the deduction for contributions on behalf of yourself to the Plan. This process can be seen in the following example:

**Step 1:** Select the contribution percentage (maximum 25%).

EXAMPLE: Employer adopts a Money Purchase Pension Plan and chooses a contribution equal to 15% of earned income.

**Step 2:** Add the contribution percentage selected in Step 1 to the number 1. EXAMPLE:  $.15 + 1 = 1.15$

**Step 3:** Enter the amount of your net earnings from Schedule C (Form 1040) or Schedule F (Form 1040). EXAMPLE: Net Earnings = \$130,000

**Step 4:** Enter your deduction for self-employment tax from Line 25 (Form 1040). EXAMPLE: Self-Employment Deduction = \$3,924

**Step 5:** Subtract Step 4 from Step 3. This amount is your Modified Net Earnings. EXAMPLE:  $\$130,000 - \$3,924 = \$126,076$ .

**Step 6:** Divide the amount in Line 5 by Step 2. This amount is your Earned Income. EXAMPLE:  $\$126,076 / 1.15 = \$109,631.30$

**Step 7:** Multiply the result of Step 6 by the selected contribution percentage from Step 1. EXAMPLE:  $\$109,631.30 \times .15 = \$16,444.69$

**RESULT:** An Owner/Employer whose Earned Income is equal to \$130,000 will be able to make a contribution to a Money Purchase Pension Plan equal to \$16,444.69

**THIS EXAMPLE IS FOR ILLUSTRATIVE PURPOSES ONLY. CONSULT WITH YOUR LEGAL/TAX ADVISER OR IRS PUBLICATION 560 FOR MORE DETAILS.**

## Trustee of Your Plan

Trustar Retirement Services will act as the Trustee for your Money Purchase Pension Plan. As Trustee, we will provide you with the following services:

- Constant review of all rules and regulations that may affect your plan.
- Important notices affecting your plan supplied in a timely manner.
- Periodic updating of the Prototype Plan to maintain qualification. (See Tax Qualification below.)
- Completion of Form 1099-R for terminated participants and for partial distributions from the account.
- Plan document and technical service available from one source.

## Tax Qualification

This prototype Money Purchase Pension Plan has received a favorable opinion letter issued by the National Office of Internal Revenue Service as being qualified under section 401 of the Internal Revenue Code. However, in order to maintain the tax qualification, an employer must follow all terms of this Prototype Plan.

An employer who adopts this Prototype Plan and maintains or has maintained another plan that was not a Trustar Retirement Services prototype, cannot rely on the opinion letter issued by the National Office of Internal Revenue Service for a letter of favorable determination. The above is not applicable to those employers who amend their present plan by transferring to this Prototype Plan. The Internal Revenue Service's favorable opinion letter applies to the form of retirement plan and does not represent a determination to the merits of the Plan's investment options.

## Contributions and Investments

Checks must be made payable to Mesirow Financial, Inc. Investment directions may be given directly to the investment firm. Investment confirmations will be sent to the Employer and/or Participant(s) and the Trustee by Mesirow Financial. Any transac-

## Instructions for Establishing Your Money Purchase Pension Plan

tions not generating a confirmation and/or investment statement must be accompanied by additional written instructions. When Plan contributions are made, allocations to each Participant's Self-Directed Account are required.

It is the responsibility of the Employer and/or Participant to direct the investment of the funds. Trustar Retirement Services does not provide investment advice or endorse any investment that is selected by the Employer, Participant, or investment firm. The Trustee is not responsible for the performance of Plan investments, nor does the Trustee supervise or control the activities of the investment adviser chosen by the Employer and/or Participant.

### Distributions

In compliance with the "Tax Equity and Fiscal Responsibility Act of 1982" and the "Unemployment Compensation Act of 1992," Trustar Retirement Services, as Trustee, is required to withhold federal income tax from certain distributions.

### Plan Installation and Notice

Pursuant to IRS regulations, all eligible Employees must be notified about the program. Individual accounts for each Participant will be opened with the investment firm designated in the Participant Data Sheet. Title of the account or accounts will be as follows:

DELAWARE CHARTER GUARANTEE & TRUST COMPANY, TTEE  
NAME OF TRUSTEE

Money Purchase Pension Plan  
NAME OF EMPLOYER

FBO:  
NAME OF EMPLOYEE

A monthly brokerage statement must be sent to the Trustee, Employer and/or, if applicable, each Participant.

Trustar's Tax ID Number must appear on the investment account, not the Employer's or the Participant's Social Security Number. Our Tax ID Number is 51-0099493.

# Opening Your Plan

## **Adoption Agreement**

Complete the Adoption Agreement (and Operational History Addendum, if applicable) in its entirety, including signature and date.

## **Model Good Faith Compliance Amendment**

Complete the Model Good Faith Compliance Amendment, including signature and date, to reflect certain provisions of the Economic Growth Tax Relief Reconciliation Act (EGTRRA).

## **Participant Data Sheet and Beneficiary Designation Form**

Complete the Participant Data Sheet, making sure all applicable account numbers are included and all participants have signed it. Each participant must also complete a Beneficiary Designation Form.

## **Open Account or Accounts**

Open the appropriate account(s) at Mesirow Financial as shown in the instructions.

## **If a Transfer of an Existing Account**

The Transfer/Acceptance Form must be sent to the present Trustee or a copy attached to the Adoption Agreement. You can contact Mesirow Financial or Trustar Retirement Services to obtain copies of the Transfer/Acceptance Form. Please make sure that you list all assets and attach a statement showing the assets.

## **If You Have Employees**

Please refer to the Employer's Checklist section for special requirements.

## **Include Acceptance Fee**

The correct fee(s) must accompany the Adoption Agreement.

# Employer's Administrative Checklist

## **Opening the Plan**

### **Favorable Determination**

Complete and file IRS Form 5307 to receive a Favorable Determination Letter. This requirement applies only to employers who maintain or have maintained a plan other than this prototype. Employers who have transferred another money purchase plan to this prototype profit sharing plan are exempt from this requirement.

### **Notice to Interested Parties**

Posted for Participants within 3 weeks but no later than 1 week before the plan is submitted to IRS to receive a Favorable Determination Letter (see above).

### **Employee Announcement**

Distribute to Employees within 3 weeks after adoption of the plan.

### **Summary Plan Description**

Distributed to participants within 120 days after the plan adoption.

### **Bonding**

In accordance with Title 1, part of 4 of ERISA, every administrator, officer, and employee of any plan who handles funds or other property of such plan must be bonded. Since the Employer or Plan Administrator handles funds of the plan, they must be bonded. The type of bond called for is an "honesty" bond. It must protect the plan against loss by reason of acts of fraud or dishonesty on the part of the administrator, officer, or employee directly or through connivance with others. This bond must be in a form or of a type approved by the Department of Labor. The amount of the bond shall not be less than \$1,000 nor more than \$500,000. Consult with your attorney in order to avoid penalty.

Notes: The annual Department of Labor Form 5500 filing requests the name of the insurer of this bond and the amount covered. A plan covering only an Owner-Employer and a spouse or partners is exempt from this bonding requirement.

## **Annual Requirements**

### **Department of Labor Form 5500 or 5500-EZ**

To the Department of Labor within 210 days after Plan Year end. There is a late filing fee of \$1,125 per day up to a maximum of \$15,000.

Notes: A plan covering only one Participant or one Participant and his/her spouse or partners may need to file only Form 5500-EZ each year. (A plan covering more than 100 Participants cannot file a Form 5500-EZ). The requirement to file a Form 5500 series continues until a plan has completely distributed all plan assets. Certain plans with less than \$100,000 in assets are exempt from filing 5500-EZ. Consult with your attorney or tax advisor to determine whether your plan meets this exemption.

### **Department of Labor Summary Annual Report**

Distributed to Participants within 270 days after Plan year end.

## **Periodical Requirements**

### **Department of Labor Summary Plan Description**

Distributed to new Participants within 90 days of Participant date of entry.

## Instructions for Establishing Your Money Purchase Pension Plan

tions not generating a confirmation and/or investment statement must be accompanied by additional written instructions. When Plan contributions are made, allocations to each Participant's Self-Directed Account are required.

It is the responsibility of the Employer and/or Participant to direct the investment of the funds. Trustar Retirement Services does not provide investment advice or endorse any investment that is selected by the Employer, Participant, or investment firm. The Trustee is not responsible for the performance of Plan investments, nor does the Trustee supervise or control the activities of the investment adviser chosen by the Employer and/or Participant.

### Distributions

In compliance with the "Tax Equity and Fiscal Responsibility Act of 1982" and the "Unemployment Compensation Act of 1992," Trustar Retirement Services, as Trustee, is required to withhold federal income tax from certain distributions.

### Plan Installation and Notice

Pursuant to IRS regulations, all eligible Employees must be notified about the program. Individual accounts for each Participant will be opened with the investment firm designated in the Participant Data Sheet. Title of the account or accounts will be as follows:

DELAWARE CHARTER GUARANTEE & TRUST COMPANY, TTEE  
NAME OF TRUSTEE

Money Purchase Pension Plan  
NAME OF EMPLOYER

FBO:  
NAME OF EMPLOYEE

A monthly Mesirow Financial statement must be sent to the Trustee, Employer and/or, if applicable, each Participant.

Trustar's Tax ID Number must appear on the investment account, not the Employer's or the Participant's Social Security Number. Our Tax ID Number is 51-0099493.

# Opening Your Plan

## **Adoption Agreement**

Complete the Adoption Agreement (and Operational History Addendum, if applicable) in its entirety, including signature and date.

## **Model Good Faith Compliance Amendment**

Complete the Model Good Faith Compliance Amendment, including signature and date, to reflect certain provisions of the Economic Growth Tax Relief Reconciliation Act (EGTRRA).

## **Participant Data Sheet and Beneficiary Designation Form**

Complete the Participant Data Sheet, making sure all applicable account numbers are included and all participants have signed it. Each participant must also complete a Beneficiary Designation Form.

## **Open Account or Accounts**

Open the appropriate account(s) at Mesirow Financial as shown in the instructions.

## **If a Transfer of an Existing Account**

The Transfer/Acceptance Form must be sent to the present Trustee or a copy attached to the Adoption Agreement. You can contact Mesirow Financial or Trustar Retirement Services to obtain copies of the Transfer/Acceptance Form. Please make sure that you list all assets and attach a statement showing the assets.

## **If You Have Employees**

Please refer to the Employer's Checklist section for special requirements.

## **Include Acceptance Fee**

The correct fee(s) must accompany the Adoption Agreement.

# Employer's Administrative Checklist

## **Opening the Plan**

### **Favorable Determination**

Complete and file IRS Form 5307 to receive a Favorable Determination Letter. This requirement applies only to employers who maintain or have maintained a plan other than this prototype. Employers who have transferred another money purchase plan to this prototype profit sharing plan are exempt from this requirement.

### **Notice to Interested Parties**

Posted for Participants within 3 weeks but no later than 1 week before the plan is submitted to IRS to receive a Favorable Determination Letter (see above).

### **Employee Announcement**

Distribute to Employees within 3 weeks after adoption of the plan.

### **Summary Plan Description**

Distributed to participants within 120 days after the plan adoption.

### **Bonding**

In accordance with Title 1, part of 4 of ERISA, every administrator, officer, and employee of any plan who handles funds or other property of such plan must be bonded. Since the Employer or Plan Administrator handles funds of the plan, they must be bonded. The type of bond called for is an "honesty" bond. It must protect the plan against loss by reason of acts of fraud or dishonesty on the part of the administrator, officer, or employee directly or through connivance with others. This bond must be in a form or of a type approved by the Department of Labor. The amount of the bond shall not be less than \$1,000 nor more than \$500,000. Consult with your attorney in order to avoid penalty.

Notes: The annual Department of Labor Form 5500 filing requests the name of the insurer of this bond and the amount covered. A plan covering only an Owner-Employer and a spouse or partners is exempt from this bonding requirement.

## **Annual Requirements**

### **Department of Labor Form 5500 or 5500-EZ**

To the Department of Labor within 210 days after Plan Year end. There is a late filing fee of \$1,125 per day up to a maximum of \$15,000.

Notes: A plan covering only one Participant or one Participant and his/her spouse or partners may need to file only Form 5500-EZ each year. (A plan covering more than 100 Participants cannot file a Form 5500-EZ). The requirement to file a Form 5500 series continues until a plan has completely distributed all plan assets. Certain plans with less than \$100,000 in assets are exempt from filing 5500-EZ. Consult with your attorney or tax advisor to determine whether your plan meets this exemption.

### **Department of Labor Summary Annual Report**

Distributed to Participants within 270 days after Plan year end.

## **Periodical Requirements**

### **Department of Labor Summary Plan Description**

Distributed to new Participants within 90 days of Participant date of entry.

# Opening Your Plan

## **Adoption Agreement**

Complete the Adoption Agreement (and Operational History Addendum, if applicable) in its entirety, including signature and date.

## **Model Good Faith Compliance Amendment**

Complete the Model Good Faith Compliance Amendment, including signature and date, to reflect certain provisions of the Economic Growth Tax Relief Reconciliation Act (EGTRRA).

## **Participant Data Sheet and Beneficiary Designation Form**

Complete the Participant Data Sheet, making sure all applicable account numbers are included and all participants have signed it. Each participant must also complete a Beneficiary Designation Form.

## **Open Account or Accounts**

Open the appropriate account(s) at Mesirow Financial as shown in the instructions.

## **If a Transfer of an Existing Account**

The Transfer/Acceptance Form must be sent to the present Trustee or a copy attached to the Adoption Agreement. You can contact Mesirow Financial or Trustar Retirement Services to obtain copies of the Transfer/Acceptance Form. Please make sure that you list all assets and attach a statement showing the assets.

## **If You Have Employees**

Please refer to the Employer's Checklist section for special requirements.

## **Include Acceptance Fee**

The correct fee(s) must accompany the Adoption Agreement.

# Employer's Administrative Checklist

## **Opening the Plan**

### **Favorable Determination**

Complete and file IRS Form 5307 to receive a Favorable Determination Letter. This requirement applies only to employers who maintain or have maintained a plan other than this prototype. Employers who have transferred another money purchase plan to this prototype profit sharing plan are exempt from this requirement.

### **Notice to Interested Parties**

Posted for Participants within 3 weeks but no later than 1 week before the plan is submitted to IRS to receive a Favorable Determination Letter (see above).

### **Employee Announcement**

Distribute to Employees within 3 weeks after adoption of the plan.

### **Summary Plan Description**

Distributed to participants within 120 days after the plan adoption.

### **Bonding**

In accordance with Title 1, part of 4 of ERISA, every administrator, officer, and employee of any plan who handles funds or other property of such plan must be bonded. Since the Employer or Plan Administrator handles funds of the plan, they must be bonded. The type of bond called for is an "honesty" bond. It must protect the plan against loss by reason of acts of fraud or dishonesty on the part of the administrator, officer, or employee directly or through connivance with others. This bond must be in a form or of a type approved by the Department of Labor. The amount of the bond shall not be less than \$1,000 nor more than \$500,000. Consult with your attorney in order to avoid penalty.

Notes: The annual Department of Labor Form 5500 filing requests the name of the insurer of this bond and the amount covered. A plan covering only an Owner-Employer and a spouse or partners is exempt from this bonding requirement.

## **Annual Requirements**

### **Department of Labor Form 5500 or 5500-EZ**

To the Department of Labor within 210 days after Plan Year end. There is a late filing fee of \$1,125 per day up to a maximum of \$15,000.

Notes: A plan covering only one Participant or one Participant and his/her spouse or partners may need to file only Form 5500-EZ each year. (A plan covering more than 100 Participants cannot file a Form 5500-EZ). The requirement to file a Form 5500 series continues until a plan has completely distributed all plan assets. Certain plans with less than \$100,000 in assets are exempt from filing 5500-EZ. Consult with your attorney or tax advisor to determine whether your plan meets this exemption.

### **Department of Labor Summary Annual Report**

Distributed to Participants within 270 days after Plan year end.

## **Periodical Requirements**

### **Department of Labor Summary Plan Description**

Distributed to new Participants within 90 days of Participant date of entry.

**Department of Labor Summary Plan Description for Updated Plans**

Distributed to all Participants whenever plan is amended. (\$75 fee for the Trustee's assistance in preparation of updated Summary Plan Description. Trustee must be notified in writing.)

Note: If Trustar Retirement Services is retained to assist in the completion of any forms or documents, we must be provided with all necessary information in a timely manner. The forms and/or documents will then be returned to the Employer for filing and/or distribution. It is the sole responsibility of the Employer to file all forms and/or documents in a timely and accurate manner.

This checklist is only provided as a guide. Regulations are constantly changing. Therefore, Employers are cautioned not to rely solely on the above information, but to consult with their attorneys and/or accountants.

**Mailing Instructions**

Mail to:

Mesirow Financial, Inc.  
Attn: New Accounts  
350 North Clark Street  
Chicago, Illinois 60610

**Schedule of Fees****Setup Fees**

- Plan setup fee: \$75
- Initial setup fee (per account): \$45

**Annual Fee**

- Annual fee (per account): \$45

**Other Charges**

- Transfer or termination in addition to annual fee (per account): \$50

# Instructions for Completing the Adoption Agreement

This Plan is an important legal document. Please read all items before selecting your options and return the completed and signed adoption agreement to Mesirow Financial, Inc. You do not have to complete Items G, H, K, M, N, R, W, X and Z. Consult with your legal and/or tax adviser to see if this Plan is right for you.

**Item A. This Adoption Agreement:** Check the appropriate box to show if this is a new Plan or an amendment to an existing Plan. If you already have a Plan with another trustee, this is an amendment to the Plan.

**Item B. The Employer:** Fill in the exact legal name of the Employer and the Employer Tax ID number.

**Item C. The Plan Name:** Fill in the name of the Plan and the Plan type. Fill in the Plan number you have assigned to your Plan in the second blank. If this is your first Plan, the Plan number would be 001, second Plan 002, etc.

**Item D. Effective Date:** Fill in the date the Plan was originally adopted by the Employer. If you are opening a new Plan with Delaware Charter Guarantee, this date is usually the first day of the Plan Year in which the Plan was adopted.

**Item E. The Yearly Date:** Fill in the Plan's original effective date, including the year in the first line, month and day of the beginning of each following plan year in the second line, and month and day of the last day of the plan year in the third line.

**Item F. The Fiscal Year:** Fill in the Employer's taxable year.

**Item I. Predecessor Employer:** Fill in the name of any predecessor or prior employers for whom you will count service for entry and vesting purposes.

**Item J. Eligible Employee:** This item determines who can participate in the Plan. Select **either** the first or second box. If you select the second box, you may also choose to exclude employees covered under a collective bargaining agreement and nonresident aliens.

**Item L. Entry Requirements:** This item determines when an employee can participate in the Plan. The first box is used if employees will be allowed to participate immediately. The second box is used if you want to require the employee to complete up to two years of service before participating. If you choose 2 (two) years of service, you must also select Option 1-100% immediate vesting after two years, in Item U.

**Age Required:** Select the first box if you do not want to set a minimum age. Select the second box if you want to require an employee to attain a certain age before participating. The age cannot exceed 21.

**Item O. Money Purchase Pension Plans:** Enter the percentage of Pay (up to 25) that you will contribute **each year** to this Plan. **NOTE:** This contribution is *not* discretionary. You must contribute the designated percentage of Pay every year.

**Item P. Contribution Requirements:** Check this box if you only want to provide a contribution for those Members who were an active Member at any time during the allocation year and were employed on the last day of the allocation year or who worked more than 500 hours during the allocation year.

## Item Q. Contribution Modifications:

**Part 1** - Enter the last month and day of the 12-month period that will be used to determine the annual additions to a Member's account.

**Part 2** - If you do not select either Box (a) or (b), W-2 wages will be used to define compensation. Select Box (a) if you want to use 415 Safe-Harbor Compensation or Box (b) if you want to use Code Section 3401(a) Wages.

**Part 3** - Select this box if you have another Plan that is not a prototype and you do not want the excess allocations withdrawn from the Trustar Plan. You will need to provide the method you will use to limit allocations.

**Part 4** - Use this section if you maintain or ever maintained a defined benefit plan and the effective date of the plan is prior to January 1, 2000. You will need to provide the method you will use to limit allocations.

**Part 5** - Use this section if you have more than one Plan to designate which Plan you will make top-heavy contributions to, if needed.

**Part 6** - If you have another Plan that is required to be aggregated and that Plan is a defined benefit Plan, enter the interest rate and mortality table used in that Plan.

**Item S. Voluntary Contributions and Rollovers:** Check the box if you do not want to accept Rollover Contributions into the Plan.

## Item T. Investments:

**Part 2** - Check the box if you do not want Members to direct their own investments

**Part 3** - Check this box if you want to allow Member loans in the Plan.

## Instructions for Completing the Adoption Agreement

**Part 4** – Check this box if you want to allow life insurance as an investment in the Plan.

**Item U. Vesting:** The selection of the vesting schedule is limited by the years of service selected in Item L. All years of service with the employer (or a predecessor or prior employer if one is named in Item I) count toward vesting.

**Option 1** – Select this option if you want Members to be 100% vested immediately. Choose this option if the Plan requires two years for plan entry.

**Option 2** – Select this option if you want 100% vesting after three years of service.

Note: You can select 100% after three years of service if your Plan requires one year or less of service for entry into the Plan.

**Option 3** – Choose this option if you want Members to be gradually vested over a period of six years.

**Option 4** – You can select optional percentages as long as the Member is 100% vested after six years.

**Item V. Vesting Service:** Check the first box if you want to exclude years of service before the Plan's effective date. Check the second box if you want to exclude years of service before age 18.

**Item Y. Retirement:** This item allows you to determine when a Member will reach Normal Retirement Age. When Members reach this age, they can take in-service distributions from the Plan and they become 100% vested, regardless of the vesting schedule.

If you want the Normal Retirement age to be 65, you can skip this section.

If you want age to be the only factor and you want that age to be less than 65, check Box (a) and write in an age less than 65.

If you want age and years of participation to be a factor, check Box (b) and write in the age (must be less than 65) and the years of participation (must be five or less) that must be completed.

**Item AA. Adopting Employers:** Complete the information for each adopting employer in this item. Attach additional pages, as needed.

# Adoption Agreement - Standard Short Form

Trustar<sup>sm</sup> Retirement Services Prototype for Defined Contribution Plans

This is a Money Purchase Pension Plan

IRS SERIAL NO. K239441a  
Adoption Agreement Plan No. 006  
To be used with Basic Plan No. 02

Approved: October 19, 2001

The Prototype Plan Sponsor is:

Delaware Charter Guarantee & Trust Company  
*conducting business as*

Trustar Retirement Services  
1013 Centre Road  
Wilmington, DE 19805  
(302) 995-2131

**OPERATIONAL HISTORY ADDENDUM TO**  
**TRUSTAR<sup>SM</sup> RETIREMENT SERVICES DEFINED CONTRIBUTION PLAN DOCUMENTS**  
**Only for Transfer-In Plans that Have Not Restated for GUST**

The following provisions apply for plan years during the transition period between the earliest effective date under the law changes, collectively referred to as GUST, and the date the Employer adopts the GUST restated plan.

\*NOTE- You must complete this Operational History Addendum if you are restating or transferring an existing plan. You are not required to complete this section if you are establishing a new plan.

**Distribution Requirements** *(Minimum Distributions)*

- a) The plan will apply the minimum distribution requirements of Code Section 401(a)(9) in accordance with the 2001 Proposed Regulations for distributions made on or after June 14, 2001, for calendar years beginning on or after January 1, 2001, unless otherwise specified below.
- i)  These provisions will be applied for distributions made on or after \_\_\_\_\_, \_\_\_\_\_ for calendar years beginning on or after January 1, 2001. Such date shall be substituted for June 14, 2001, in the applicable provisions of the Plan.
- ii)  These provisions will be applied for all distributions made for calendar years beginning on or after January 1, 2001.
- iii)  These provisions will be applied for all distributions made for calendar years beginning on or after January 1, 2002. These provisions will not be applied for distributions made for the 2001 calendar year.

**Compensation Definition** *(Qualified Transportation Fringe Benefits)*

- a) Amounts excludible from the gross income of the Employee by reason of Code Section 132(f)(4) shall be included in any definition of Compensation for years beginning after December 31, 1997, unless otherwise specified below.
- i)  Such amounts shall be included for years beginning on or after January 1, 2001.

**Small Amounts** *(Involuntary Distributions)*

- a) The involuntary distribution cash out limit (small amounts limit) was \$3,500 for Plan Years beginning before August 6, 1997, and was increased to \$5,000 for Plan Years beginning on or after August 7, 1997, unless otherwise specified below.
- i)  The involuntary distribution cash out limit was increased to \$5,000 on \_\_\_\_\_, \_\_\_\_\_.  
*(The date the plan restated to a Trustar<sup>SM</sup> Retirement Services prototype or individually designed plan document with the above involuntary distribution cash out limit or an earlier date, if applicable.)*

**Repeal of Family Aggregation**

- a) For the plan years marked, the employer applied the family aggregation rules for determining the amount of contributions made for or allocated to a member.
- 1997       1998       1999       2000       2001

**Definition of Highly Compensated Employee**

Highly Compensated Employee means any Employee who (a) was a 5% owner at any time during the year or the preceding year, or (b) for the preceding year had compensation from us in excess of \$80,000 and, if so elected, was in the top-paid group for the preceding year. The \$80,000 amount is adjusted at the same time and in the same manner as under Code Section 415(d), except that the base period is the calendar quarter ending September 30, 1996. This definition of Highly Compensated Employee has been in effect since January 1, 1997, if applicable.

**MODEL GOOD FAITH COMPLIANCE AMENDMENT TO REFLECT CERTAIN PROVISIONS OF  
THE ECONOMIC GROWTH AND TAX RELIEF RECONCILIATION ACT OF 2001 (EGTRRA)**

This amendment of the Plan is adopted to reflect certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA). This amendment is intended as good faith compliance with the requirements of EGTRRA and is to be construed in accordance with EGTRRA and guidance issued thereunder.

This amendment is effective as of the first day of the first Plan Year beginning after December 31, 2001 and shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this amendment.

Plan Name \_\_\_\_\_

The Plan named above gives the Employer the right to amend the provisions of the Adoption Agreement at any time. According to that right, the Plan is amended as follows:

I. PAY LIMIT. The annual pay of each Member taken into account for determining all benefits provided under the Plan for any determination period shall not exceed \$200,000, as adjusted for increases in the cost-of-living in accordance with Code Section 401(a)(17)(B), unless otherwise specified in (a) below.

(a) c The annual pay of each Member taken into account for determining all benefits provided under the Plan for any determination period shall not exceed \$170,000 as adjusted for increases in the cost-of-living in accordance with Code Section 401(a)(17)(B).

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .

By \_\_\_\_\_ .

Title \_\_\_\_\_ .

*For more information about the Unilateral and Model Good Faith Amendments, please refer to your Documents booklet.*

**TRUSTAR<sup>SM</sup> RETIREMENT SERVICES PROTOTYPE FOR  
MONEY PURCHASE PENSION PLANS  
ADOPTION AGREEMENT – STANDARD SHORT FORM**

A. This ADOPTION AGREEMENT – STANDARD SHORT FORM #005 together with the TRUSTAR RETIREMENT SERVICES PROTOTYPE BASIC DEFINED CONTRIBUTION PLAN #02 constitutes *(Select (1) or (2).)*

- 1)  a new plan.
- 2)  an amendment to the Plan. It replaces all prior amendments to the Plan and the first Adoption Agreement. The provisions of this amendment are effective on

\_\_\_\_\_ , \_\_\_\_\_ .

B. The terms we, us, and our, as they are used in this Plan, refer to the **EMPLOYER**.

We, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

are the Employer. *(Fill in exact legal name.)*

Our Employer Tax Identification Number is

\_\_\_\_\_ .

C. The **PLAN NAME** is \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(For example: ABC, Inc. Money Purchase Pension Plan.)*

The Plan Number is \_\_\_\_\_ .

D. The Plan's original effective date is \_\_\_\_\_ , \_\_\_\_\_ .  
This is the **EFFECTIVE DATE**.

E. The **YEARLY DATE** is the first day of each Plan Year. *(Fill in the Effective Date. If this is not a new plan and the Yearly Date has changed more than once, fill in any Yearly Date that is not later than the amendment effective date.)*

The yearly date is \_\_\_\_\_ , \_\_\_\_\_  
and each following \_\_\_\_\_  
*(Month and day.)*

If the first date in Item E is after the Effective Date, Yearly Dates before the first date in Item E above shall be determined under the provisions of the (Prior) Plan before that date.

The last day of the plan year is \_\_\_\_\_ .  
*(Month and day.)*

F. The **FISCAL YEAR** is our taxable year and ends on \_\_\_\_\_ .  
*(Month and day.)*

G. We are the **NAMED FIDUCIARY**.

H. We are the **PLAN ADMINISTRATOR**.

I. **PREDECESSOR EMPLOYER AND PRIOR EMPLOYER.**

Service with the following Predecessor Employer(s) or Prior Employer(s) shall be counted for purposes of determining Entry Service and Vesting Service: *(Exact legal name(s).)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ .

J. An **ELIGIBLE EMPLOYEE** is *(Select (1) or (2).)*

1)  an Employee of ours or of an Adopting Employer *(See Item AA.)*.

2)  an Employee of ours or of an Adopting Employer *(See Item AA.)*, except the following Employees. *(Select any that apply.)*

a)  Employees who are represented for collective bargaining purposes by any collective bargaining agreement between us and employee representatives, if retirement benefits were the subject of good faith bargaining and if two percent or less of the Employees who are covered pursuant to that agreement are professionals as defined in section 1.410(b)-9 of the regulations. For this purpose, the term "employee representatives" does not include any organization more than half of whose members are Employees who are owners, officers, or executives of ours.

b)  Employees who are nonresident aliens, within the meaning of Code Section 7701(b)(1)(B), who receive no earned income, within the meaning of Code Section 911(d)(2), from us which constitutes income from sources within the United States, within the meaning of Code Section 861(a)(3), or who receive such earned income but it is all exempt from income tax in the United States under the terms of an income tax convention.

K. **HIGHLY COMPENSATED EMPLOYEE.** Highly Compensated Employee is defined in Plan Section 1.02. Modifications

of the definition for the top-paid group election and the calendar year data election are not available.

**L. ENTRY REQUIREMENTS.**

- 1) SERVICE REQUIRED to become an Active Member: (Select (a) or (b).)
  - a)  Service is not required.
  - b)  Service requirement is (Select (i) or (ii). Up to two years may be used. The vesting must be 100% if over one year is used.)
    - i)  \_\_\_\_\_ year(s). (1 or 2.)
    - ii)  \_\_\_\_\_ month(s). (Up to 24.)
- 2) ENTRY SERVICE, subject to the provisions of Plan Section 1.02, shall be determined as follows:
  - a) ELAPSED TIME METHOD. (Applies if (1)(b)(iii) is selected above.) Entry Service is the total of an Employee's Periods of Service without regard to Hours of Service.
  - b) HOURS METHOD. (Applies if (1)(b)(i) is selected above.) A year of Entry Service is an Entry Service Period in which an Employee has at least 1,000 Hours of Service. A year of Entry Service shall be credited at the end of the Entry Service Period.
    - i) ENTRY SERVICE PERIOD is the consecutive 12-month period beginning on an Employee's Hire Date and the consecutive 12-month period ending on the last day of each following Plan Year. Following Plan Years shall include all Plan Years that begin after his Hire Date. (See Plan Section 1.02 for the crediting of Entry Service during the first two periods.)
    - ii) An ENTRY BREAK, when the hours method is used, is an Entry Service Period in which an Employee is credited with not more than 500 Hours of Service.
- 3) AGE REQUIRED to become an Active Member: (Select (a) or (b).)
  - a)  A minimum age is not required.
  - b)  An Employee must be \_\_\_\_\_ or older. (Not over age 21.)

**M. ENTRY DATE.** An Eligible Employee shall enter the Plan as an Active Member on the earliest Semi-yearly Date, on or after the date on which he meets all the entry requirements. This date is his ENTRY DATE.

**N. PAY.**

NOTE: Pay is used for contribution determinations other than for top-heavy minimum contributions.

- 1) Pay is the same as Compensation defined in Item Q, subject to any modifications set forth in this Item N.

For years beginning before January 1, 1998, Compensation, as defined in Item Q, does not include elective contributions, but Pay shall. For this purpose, elective contributions are amounts excludible from the gross income of the Employee under Code Sections 402(e)(3), 402(h)(1)(B), 125, or 403(b), and contributed by us, at the Employee's election, to a Code Section 401(k) arrangement, a simplified employee pension, cafeteria plan, or tax-sheltered annuity. Elective contributions also include amounts deferred under a Code Section 457 plan maintained by us and employee contributions "picked up" by a governmental entity and, pursuant to Code Section 414(h)(2), treated as our contributions.

- 2) ANNUAL PAY for an Allocation Year is an Employee's Pay for the Pay Year ending with or within the consecutive 12-month period ending on the last day of the Allocation Year. (Annual Pay is used for the allocation of your Contributions.)

The PAY YEAR is the consecutive 12-month period ending on the last day of each Allocation Year.

**O. EMPLOYER CONTRIBUTIONS AND FORFEITURES.**

- 1) EMPLOYER CONTRIBUTIONS. We shall make an Employer Contribution for each person who meets the requirements in Item P. The amount of the Employer Contribution for such person shall be calculated as of the Contribution Date and shall be equal to the amount determined below.

PAY FORMULA. An amount equal to \_\_\_\_\_% (Up to 25.) of his Pay.

- 2) CONTRIBUTION DATE. Our Contributions shall be calculated annually as of the last day of each Plan Year. This date is the Contribution Date.
- 3) FORFEITURES shall be used to offset our first Contribution made after the Forfeiture is determined.

**P. NET PROFITS AND CONTRIBUTION REQUIREMENTS.**

- 1) REQUIREMENTS FOR CONTRIBUTIONS. Our Contributions shall be made for each person who was an Active

Member at any time since the last Contribution Date, unless otherwise specified in (a) below.

a)  Such amounts shall be made for each person who was an Active Member at any time since the last Contribution Date and who either is an Active Member on the Contribution Date or has more than 500 Hours of Service during the latest Accrual Service Period ending on or before the Contribution Date. Such amounts shall also be made for each person who was an Active Member at any time since the last Contribution Date and who has retired, become Totally Disabled, or died.

2) The ACCRUAL SERVICE PERIOD is the consecutive 12-month period ending on the last day of each Plan Year.

**Q. CONTRIBUTION MODIFICATIONS.**

CONTRIBUTION LIMITATIONS. The Annual Additions for a Member during a Limitation Year shall not be more than the Maximum Permissible Amount. (See Plan Sections 3.06 and 11.05.)

1) The LIMITATION YEAR is the consecutive 12-month period ending on each

\_\_\_\_\_.  
(Month and day. Fill in the last day of the Limitation Year. Normally, the last day of the Plan Year is used. You must use the same limitation year in all your plans.)

2) COMPENSATION. (Compensation for the Limitation Year is used to determine the limit on Annual Additions. Compensation for the Plan Year is used to determine the amount of top-heavy minimum contributions.) Compensation for purposes of Plan Section 3.06 is as defined therein, under Information Required to be Reported Under Code Sections 6041, 6051, and 6052 ("Wages, Tips and Other Compensation" box on Form W-2), which is actually paid or made available by us, unless otherwise specified in (a) or (b) below.

a)  415 Safe-Harbor Compensation as defined in Plan Section 3.06.

b)  Code Section 3401(a) Wages (wages for purposes of income tax withholding) as defined in Plan Section 3.06.

For years beginning after December 31, 1997, Compensation shall include elective contributions. For this purpose, elective contributions are elective deferrals (as defined in Code Section 402(g)(3)) and amounts contributed or deferred by us at the election of the

Employee which are not includible in the gross income of the Employee by reason of Code Section 125, 132(f)(4), or 457.

3) MULTIPLE DEFINED CONTRIBUTION PLANS. (This item applies if you or an Employer, as defined in Plan Section 3.06, maintain another qualified defined contribution plan that is not a Master or Prototype Plan in which any Member in this Plan is or was or could become a member.) If the Member is covered under another qualified defined contribution plan maintained by the Employer, as defined in Plan Section 3.06, the provisions of (f) through (k) of Plan Section 3.06 shall apply as if the other plan were a Master or Prototype Plan, unless otherwise specified in (a) below. (Plan Section 3.06 limits the last Annual Additions.)

a)  The method described on the attached page(s) shall be used to limit total Annual Additions to the Maximum Permissible Amount, and shall properly reduce the Excess Amounts, as defined in Plan Section 3.06, in a manner which precludes Employer discretion. (If selected, you will provide the method for limiting Annual Additions on the attached page(s).)

4) DEFINED BENEFIT PLAN. (This item applies if you or an Employer, as defined in Plan Section 3.06, maintain or ever maintained a qualified defined benefit plan in which any Member in this Plan is or was or could become a member. If this applies, you will provide the method used to satisfy the limitation on the attached page(s). No attachment is needed if the Effective Date (amendment effective date, if applicable) is on or after the first Limitation Year beginning on or after January 1, 2000.) If the Member is or has ever been a member in a qualified defined benefit plan maintained by the

Employer, as defined in Plan Section 3.06, the method described on the attached page(s) shall be used to satisfy the 1.0 limitation of Code Section 415, in a manner which precludes Employer discretion. This limitation shall not apply for Limitation Years beginning on or after January 1, 2000.

TOP-HEAVY PLAN REQUIREMENTS. The amount and allocation of Contributions shall be subject to the provisions of Article XI of the Basic Plan in Plan Years when this is a Top-heavy Plan, as defined in Plan

Section 11.02. Special minimum and maximum contribution provisions will apply in such years.

- 5)  **MULTIPLE PLANS.** *(Use this item to specify which plan will provide the minimum contribution or benefit for members who are covered under this Plan and any other plan or plans of yours. If selected, you must provide wording on the attached page(s).) The method described on the attached page(s) shall be used to meet the minimum contribution and benefit requirements in Plan Years when this is a Top-heavy Plan, in a manner which precludes Employer discretion.*
- 6) **PRESENT VALUE:** *(Applicable if Aggregation Group, as defined in Plan Section 11.02, contains a defined benefit plan. The interest and mortality in this item must match the interest and mortality used for this purpose in such defined benefit plan.)* For purposes of establishing Present Value, as defined in Plan Section 11.02, of benefits under a defined benefit plan to compute the Top-heavy Ratio, as defined in Plan Section 11.02, any benefit shall be discounted only for 8% interest and mortality according to the 1984 Uninsured Pensioners Group Annuity Table, unless otherwise specified in (a) and (b) below.
- a)  Interest rate \_\_\_\_\_%.
- b)  Mortality table: \_\_\_\_\_

R. **REQUIRED CONTRIBUTIONS.** A Member is not required to make Contributions in order to participate in the Plan.

S. **VOLUNTARY CONTRIBUTIONS AND ROLLOVER CONTRIBUTIONS.**

- 1) VOLUNTARY CONTRIBUTIONS are not permitted.
- 2) ROLLOVER CONTRIBUTIONS are permitted, unless otherwise specified in (a) below.
- a)  Rollover Contributions are not permitted.

T. **INVESTMENTS.**

- 1) The Plan has a Trust Agreement in effect. We establish the Truststar Retirement Services Trust Agreement for Self Directed Accounts (Attachment B of the Basic Plan).
- 2) INVESTMENT DIRECTION. Subject to the provisions of Article IV of the Basic Plan and the Trust Agreement, the investment of a Member's Account shall be directed by the Member, unless otherwise specified in (a) below.
- a)  The investment of a Member's Account shall be directed by us.
- 3) LOANS. Loans to a Member are not permitted, unless otherwise specified in (a) below.

- a)  Loans are available to a Member subject to the provisions of Plan Section 5.06 and the following limitations: (i) minimum amount of any loan is \$ 1,000, (ii) number of outstanding loans for a Member shall be limited to two, and (iii) the term of the loan shall be limited to five years.

The Loan Administrator is the Plan Administrator.

- 4) LIFE INSURANCE coverage is not provided under this Plan, unless otherwise specified in (a) below.
- a)  Subject to the limits and provisions of Plan Section 4.02, an Active Member may elect to have part of his Account applied to purchase life insurance coverage on his life.

U. **VESTING PERCENTAGE** is used to determine the nonforfeitable percentage of a Member's Account resulting from our Contributions.

The Vesting Percentage for a Member who is an Employee on or after the date he reaches Normal Retirement Age or Early Retirement Age shall be 100%. The Vesting Percentage for a Member who is an Employee on the date he becomes Totally Disabled or dies shall be 100%.

A Member's Account resulting from our Contributions is subject to the vesting schedule selected below. *(Select one. If (4) is selected, fill in percentages.)*

VESTING SERVICE	VESTING PERCENTAGE			
	(1)	(2)	(3)	(4)
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Less than 1	100	0	0	_____
1		0	0	_____
2		0	20	_____
3		100	40	_____
4			60	_____
5			80	_____
6			100	_____

NOTE: The schedule in (4) must at all times be as great as the Vesting Percentage which the schedule in (3) would provide.

**A Member's Vesting Percentage determined above shall never be reduced in later years. If this Plan is or ever has been a Top-heavy Plan, the minimum vesting provisions of Plan Section 11.03 shall apply.**

V. **VESTING SERVICE**, subject to the provisions of Plan Section 1.02, shall be determined as follows: *(This Item applies if Employer Contributions are not 100% vested.)*

1) **HOURS METHOD.** A year of Vesting Service is a Vesting Service Period in which an Employee has at least 1,000 Hours of Service.

a) A VESTING SERVICE PERIOD is the consecutive 12-month period ending on the last day of each Plan Year.

b) A VESTING BREAK, when the hours method is used, is a Vesting Service Period in which an Employee is credited with not more than 500 Hours of Service.

NOTE: If the hours method is used and (3) is selected below, service during the period in which the Employee attains age 18 shall not be excluded because of that modification.

VESTING MODIFICATIONS:

2)  Service before the Effective Date shall not be counted.

3)  Service before an Employee attains age 18 shall not be counted.

W. **EQUIVALENCIES.** Hours of Service shall be determined on the basis of actual Hours of Service for which an Employee is paid or entitled to payment.

X. **WITHDRAWAL BENEFITS.**

1) **VOLUNTARY.** A Member may withdraw any part of his Vested Account resulting from Voluntary Contributions at any time.

2) **ROLLOVER.** A Member may withdraw any part of his Vested Account resulting from Rollover Contributions at any time.

NOTE: Withdrawals are subject to the distribution of benefits provisions of Article VI or VIA of the Basic Plan, whichever applies.

Y. **RETIREMENT AND THE START OF BENEFITS.**

1) **NORMAL RETIREMENT AGE** is the age at which the Member's Account shall become nonforfeitable if he is an Employee. A Member's Normal Retirement Age is age 65, unless otherwise specified in (a) or (b) below.

a)  Age \_\_\_\_\_. *(Less than 65.)*

b)  The older of age \_\_\_\_\_ *(Up to 65.)* or his age on the date \_\_\_\_\_ *(Up to 5.)* years after the first day of the Plan Year in which his Entry Date occurred.

2) **START OF RETIREMENT BENEFITS.** A Member may choose to have retirement benefits begin on or after his Normal Retirement Date and before he ceases to be an Employee.

3) **EARLY RETIREMENT** is not permitted.

Z. **FORMS OF DISTRIBUTION FOR RETIREMENT BENEFITS.**

1) **OPTIONS.** The options available under the Plan shall be those specified in Plan Section 6.02.

A small Vested Account, as defined in Plan Section 10.11, shall be paid in a single sum.

AA. **ADOPTING EMPLOYERS.** *(Identify Adopting Employers below.)*

NOTE: If you are a member of a Controlled Group and the transition period described in Code Section 410(b)(6)(C)(ii) has ended with respect to you, all of the other employers in such group for which such transition period has ended are Adopting Employers, whether or not listed below. If any member of the Controlled Group is a foreign entity, you may not use this document.

The Adopting Employers participate with us in a single plan. An Adopting Employer's agreement to participate in this Plan shall be evidenced in writing according to the provisions of Plan Section 2.04.

NOTE: If an Adopting Employer has maintained a Prior Plan, it may require that the Plan be submitted to Employee Plans Determinations of the Internal Revenue Service Key District Office. The provisions of Plan Section 10.03 shall apply in the case of any Prior Plan of an Adopting Employer which is merged with this Plan.

1) The Adopting Employers are:

a) Name \_\_\_\_\_

\_\_\_\_\_

Date of Participation \_\_\_\_\_, \_\_\_\_\_

Executed \_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_

(Signature)

Business Title \_\_\_\_\_

NOTE: List any additional Adopting Employers on an attachment to this Adoption Agreement, using the same format as above.

By executing this Adoption Agreement, we, the Employer, adopt the "Trustar Retirement Services Prototype for Money Purchase Plans" for the exclusive benefit of our Employees. Our selections and specifications contained in this Adoption Agreement and the terms, provisions, and conditions provided in the Trustar Retirement Services Prototype Basic Defined Contribution Plan constitute our PLAN. No other basic plan may be used with this Adoption Agreement.

It is understood that Trustar Retirement Services is not a party to our Plan and shall not be responsible for any tax or legal aspects of our Plan. We assume responsibility for these matters. We acknowledge that we have counseled, to the extent necessary, with selected legal and tax advisors.

The obligations of Trustar Retirement Services shall be governed solely by the provisions of its contracts and policies. Trustar Retirement Services shall not be required to look into any action taken by the Plan Administrator, Named Fiduciary, Trustee, Investment Manager, or us and shall be fully protected in taking, permitting, or omitting any action on the basis of our actions. Trustar Retirement Services shall incur no liability or responsibility for carrying out actions as directed by the Plan Administrator, Named Fiduciary, Trustee, Investment Manager, or us.

This Adoption Agreement is executed  
\_\_\_\_\_, \_\_\_\_\_.

FOR THE EMPLOYER

By my signature, I certify that I have reviewed the terms of and the Items selected within this Adoption Agreement. I hereby certify that a copy of this Plan document shall be provided to each Trustee and proper signatures will be obtained on the appropriate attachment to the Basic Plan.

By \_\_\_\_\_  
(Signature)

Business Title \_\_\_\_\_

By my signature above, I hereby execute this Adoption Agreement on behalf of each Adopting Employer who did not otherwise evidence their agreement to participate in writing.

This Plan is an important legal document. It may not fit your situation. You will want to consult with your lawyer on whether it does fit your situation and on its tax and legal implications, for which neither Trustar Retirement Services, nor its agents, can assume responsibility.

Failure to properly fill out this Adoption Agreement may result in disqualification of this Plan. Trustar Retirement Services will inform you of any amendments made to the Plan or of the abandonment of the Plan. The address and phone number of Delaware Charter Guarantee & Trust Company conducting business as Trustar Retirement Services is 1013 Centre Road, Wilmington, DE 19805, (302)995-2131.

You may rely on an opinion letter issued by the Internal Revenue Service as evidence that this Plan is qualified under Code Section 401 except to the extent provided in Revenue Procedure 2000-20, 2000-6 I.R.B. and Announcement 2001-77, 2001-30 I.R.B.

If you have ever maintained or later adopt any plan (including a welfare benefit fund, as defined in Code Section 419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in Code Section 419A(d)(3), or an individual medical account, as defined in Code Section 415(l)(2)) in addition to this Plan, you may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code Sections 415 and 416.

If you ever adopt or maintain multiple plans and wish to obtain reliance with respect to the requirements of Code Sections 415 and 416, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

You may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to the Plan or in Revenue Procedure 2000-20 and Announcement 2001-77.

Item Q(3)(a): The method used to limit Annual Additions to the Maximum Permissible Amount:

---

---

---

---

---

---

---

---

Item Q(4): For Limitation Years beginning before January 1, 2000, the method used to satisfy the 1.0 limitation of Code Section 415:

---

---

---

---

---

---

---

---

Item Q(5): The method used to meet the minimum contribution and benefit requirements in Plan Years when this is a Top-heavy Plan:

---

---

---

---

---

---

---

---



# Participant Data Sheet

DCG&T USE ONLY	
G&T#	PLAN#
SS#	CODE#

This must be completed and submitted with Adoption Agreement for all Plans. An additional Data Sheet must be filed with the Trustee whenever a new participant enters the plan.

EMPLOYER NAME		
EMPLOYER ADDRESS		
CITY	STATE	ZIP
DATE COMPLETED	EMPLOYER PHONE	

## OPTIONAL INITIAL QUALIFICATION SERVICES

Please read Administrative Checklist and Fee Schedule prior to completing this section.

The Employer hereby directs Delaware Charter Guarantee & Trust Company to perform the service as indicated below (check the box):

- Prepare Summary Plan Description (SPD) booklet. For additional information, see Initial Qualification Service under "Schedule of Fees" in the pamphlet and remit fee.

\_\_\_\_\_  
Authorized Signature of Employer

### Account Numbers

Individual Participant account numbers MUST appear below for each participant.

\_\_\_\_\_  
Name of Brokerage Firm

\_\_\_\_\_  
Account Number

## ELIGIBLE PARTICIPANTS

Complete all data for each participant

Indicate if Key Employee	Participant's Name	Participant's Social Security Number	Date of Birth	Date of Hire	Date of Participation	Participant's New Account Number (Issued by Brokerage Firm)	Beneficiary Designation Complete
<input type="checkbox"/>							<input type="checkbox"/>
<input type="checkbox"/>							<input type="checkbox"/>
<input type="checkbox"/>							<input type="checkbox"/>
<input type="checkbox"/>							<input type="checkbox"/>
<input type="checkbox"/>							<input type="checkbox"/>
<input type="checkbox"/>							<input type="checkbox"/>
<input type="checkbox"/>							<input type="checkbox"/>
<input type="checkbox"/>							<input type="checkbox"/>
<input type="checkbox"/>							<input type="checkbox"/>
<input type="checkbox"/>							<input type="checkbox"/>

**The Beneficiary Designation Form must be completed by each Participant** when a new plan is established, new employees are added, and when there is a change of Beneficiary. The Trustee shall make payments in accordance with the most recent Beneficiary Designation Form that is on file with the Trustee. It shall be the responsibility of the Employer and Participant to forward Beneficiary Designation Forms to the Trustee containing any changes in the designation of beneficiaries.

If a married participant designates a beneficiary other than his/her spouse, the spouse must consent in writing, (such consent must be witnessed by a Notary Public and Authorized Employer.) If a participant is not married, a declaration to that fact must be signed and witnessed.

Please send the original to Mesirov Financial. Please retain a copy for your records.