



# Profit Sharing Plan

This booklet contains:

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



## Delaware Charter Guarantee & Trust Company

P. O. Box 8963 / Wilmington, DE 19899-8963 / 302-995-2131 / 800-209-9010



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# Privacy Notice

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This Notice is provided on behalf of Trustar® Retirement Services, a trade name of Delaware Charter Guarantee & Trust Company

## PROTECTING YOUR PRIVACY

This Notice is required by law. It tells how we handle personal information.

This Notice applies to:

- People, including IRA account holders, who own or apply for our products or services for personal use
- Employee benefit plan participants and beneficiaries

In this Notice, “you” refers to only these people. The Notice does not apply to an employer plan sponsor.

## WE PROTECT INFORMATION WE COLLECT ABOUT YOU

We follow strict standards to protect personal information. These standards include limiting access to data and regularly testing our security technology.

## HOW WE COLLECT INFORMATION

We collect data about you as we do business with you. Some of the sources of this data are as follows:

- **Information we obtain when you apply or enroll for products or services.** You may provide facts such as your name, address, Social Security number, and employment data.
- **Information we obtain from others.** This includes market value data about your account and similar data.
- **Information we obtain through our transactions and experience with you.** This includes investment records and account values.
- **Information we obtain through the Internet.** This includes data from online forms you complete. It also includes data we receive when you visit our website.

## HOW WE SHARE INFORMATION WITH OTHERS

In the course of doing business we may share data with others. This could include personal information about you or about former customers, plan participants or beneficiaries. Personal information may be shared with others for the following purposes:

- in response to a subpoena,
- to prevent fraud,
- to comply with inquiries from government agencies or other regulators, or
- for other legal purposes.

We also may share personal information about you or former customers:

- with others that service your accounts, or that perform services on our behalf,
- with other companies with your consent, at your request or as allowed by law.

## ACCURACY OF INFORMATION

We believe our records are accurate. Please tell us if you receive any incorrect materials from us. We will make the appropriate changes.

## MORE INFORMATION

You can write to us if you have questions about our Privacy Notice:

Privacy Officer  
P.O. Box 8963  
Wilmington, DE 19899-8963.

*Receipt of this notice does not mean your application has been accepted.*

*We may change our privacy practices at times. We will give you a revised notice when required by law.*

*Our privacy practices comply with all applicable state laws. If a state’s privacy laws are more restrictive than those stated in this Notice, we comply with those laws.*

*Your agent, broker, registered representative, consultant or advisor may have a different privacy policy.*

# Instructions for Establishing Your Profit Sharing Plan

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## Consult With Your Attorney

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

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

When you decide to establish your Profit Sharing Plan ("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 documents to Trustar® Retirement Services ("Trustar") for approval. When Trustar has received these documents, along with your check payable to Trustar for the initial fee, they will be reviewed for compliance with existing underwriting guidelines and potential acceptance. Also, see Employer's Administrative Checklist.

## Contribution Formula

If you decide to make a discretionary Profit Sharing contribution to your Plan, you must adopt a resolution by the earlier of your fiscal year end or the plan year end to specify the amount of contributions to be made to the Plan for that year. Contributions cannot exceed the lesser of 100% of Participant Compensation ("earned income" if self-employed) or \$40,000 per Participant.

## Formula for Determining Self-Employed Contribution

For tax deduction and contribution purposes, 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 your behalf (and your employees, if applicable) to the Plan. This process is illustrated in the following example:

- Step 1:** Select the contribution percentage (maximum 25%).
- Step 2:** Add the contribution percentage selected in Step 1 to the number 1.
- Step 3:** Enter the amount of your net earnings (please verify first with your tax advisor) from Schedule C, C-EZ, or F (Form 1040).
- Step 4:** Enter your deduction for self-employment tax from Schedule SE.
- Step 5:** Subtract Step 4 from Step 3. This amount is your Adjusted Net Earnings.
- Step 6:** Divide the amount in Line 5 by Step 2. This amount is your Earned Income.
- Step 7:** Multiply the result of Step 6 by the selected contribution percentage from Step 1.

**These steps are for general purposes only and may not accurately and completely reflect your personal situation. Consult with your legal/tax advisor and refer to IRS Publication 560 for more details.**

## Directed Trustee of Your Plan

Trustar will act as the directed trustee for your Profit Sharing Plan. As directed 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.
- Our professional staff is available by phone for any questions you have about your plan. Our toll-free number is (800) 209-9010.
- Plan document drafting and compliance service available from one source.

## Plan Qualification

This Prototype Plan has received a favorable opinion letter issued by the National Office of Internal Revenue Service as being qualified under Section 401(a) of the Internal Revenue Code (Trustar's opinion letter). This means that employers and employees who are covered by this plan receive favorable tax treatment for their contributions to the plan. To maintain this qualification, an employer must follow all the terms of the plan document.

An employer who adopts this Prototype Plan and maintains or has ever maintained another plan cannot rely solely on Trustar's opinion letter but must apply with Internal Revenue Service (IRS) for a separate determination letter to ensure continued qualification of the plan by the IRS.

To apply for a determination letter, complete and file IRS Form 5307.

## Contributions and Investments

Checks must be made to payable Trustar Retirement Services in order for the tax deduction to be valid. A check(s) will be delivered to the investment firm for deposit to the Plan for the benefit of eligible Participants. You may give investment directions directly to the investment firm. Investment confirmations will be sent to the Employer and/or Participant(s) and the Trustee by the investment firm. Any transactions 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 their contributions. Trustar does not provide investment advice or endorse any investment vehicle that the Employer, Participant, or investment firm selects. Trustar is not responsible for the performance of Plan investments, nor does the Trustee supervise or control the activities of the investment advisor chosen by the Employer and/or Participants.

### Distributions

By law, Trustar, as directed trustee, is required to withhold federal income tax (and state tax, if applicable) from certain distributions.

### Float

Float is interest that is earned on funds held by service providers, generally in short term investments, pending investment or the cashing of outstanding benefit checks. The DOL does not consider the retention of float by service providers to be a prohibited transaction under the Employee Retirement Income Security Act of 1974 (ERISA) if several guidelines are followed. You may view a copy of the full details of the DOL's guidance on float at <http://www.dol.gov/ebsa/regs/fabmain.html>.

Trustar may earn float on:

- Contributions awaiting investment direction.
- Outstanding benefit distribution checks. Float is earned until the checks are cashed.
- Investment transfers prior to processing.

Trustar tries to minimize float as much as possible. For instance:

- We mail checks the day we issue them. However, we do not have control over when the checks are cashed.

- Contributions and investment transfers are normally sent for investment on the day after they are received (hence, we would not earn float) or as soon as possible thereafter. Certain situations -e.g., lack of allocation or investment directions, etc.- slows down the allocation or investment of those funds.

We do not credit float directly to the plans or accounts for which we provide services because the cost to track the amount of float on a per plan or per account basis and allocate it to the plan participants or account would far exceed the amount of float earned. In the end, the amount that we earn on float helps us keep our fees down. Please contact your Trustar representative at (800) 209-9010 if you have questions.

### Plan Installation and Notice

By law, all eligible Employees must be notified about their eligibility to participate in this Plan. Individual accounts for each Participant will be opened with the investment firm designated on the Participant Data Sheet. Title of the account or accounts will be held as follows:

DELAWARE CHARTER GUARANTEE & TRUST COMPANY, TTEE

NAME OF TRUSTEE

Profit Sharing Plan

NAME OF EMPLOYER

FBO:

NAME OF EMPLOYEE

P. O. BOX 8963 / Wilmington, DE 19899

**A monthly investment firm statement must be sent to Trustar, the 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

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### **Adoption Agreement**

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

### **Model Good Faith Compliance Amendment**

Complete the Model Good Faith Compliance Amendment. Sign and date it.

### **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 your investment firm as shown in the instructions.

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

The Transfer/Acceptance Form must be sent to the present Trustee or attach a copy to the Adoption Agreement. You can contact your brokerage firm or Trustar to obtain copies of the Transfer/Acceptance Form. Please make sure that you list all assets and attach the most current statement supporting those 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

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## Establishing 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 ever maintained a plan other than this prototype. Employers who have transferred another profit sharing plan to this prototype profit sharing plan or a money purchase plan to this plan are exempt from this requirement.

### Notice to Interested Parties

Post for Participants within 24 days but no later than 10 days 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

An Employer that employs individuals other than a spouse or partners must distribute a Summary Plan Description to participants within 120 days after adoption of the plan.

### 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 a penalty.

**Note:** *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

The employer shall be responsible for filing a Form 5500 series Annual Report to the Department of Labor (DOL) each year. A plan covering only an Owner-Employer and spouse or partners and their spouses plus containing no more than \$100,000 in plan assets is exempt from the 5500 Annual Reporting for that year. Consult with your attorney or tax advisor to determine whether your plan meets this exemption.

File with the DOL 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.

The requirement to file a Form 5500 series continues until a plan has completely distributed all plan assets.

### Department of Labor Summary Annual Report

Distribute to Participants within 270 days after Plan year end.

## Periodic Requirements

### Department of Labor Summary Plan Description

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

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

Distribute to all Participants whenever a plan is amended. (\$75 fee for the Trustee's assistance in preparation of updated Summary Plan Description. Trustar 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 review, signature (if applicable), 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

First Class:

P.O. Box 8963  
Wilmington, DE 19899

Courier Service:

1013 Centre Road  
Wilmington, DE 19805

## Schedule of Trustee Fees Effective January 1, 2004

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### ACCEPTANCE FEE

Opening the Plan, per participant	\$ 25
Service charge, per participant, if acceptance fee does not accompany application	\$ 12

### ANNUAL FEES

Annual fee, with one participant	\$ 60
Each additional participant	\$ 25
Annual fees are charged on a calendar year basis and are not pro-rated. There is no percentage charge based on cumulative assets	
Late payment or directive to debit account for Trustee fees (after 30 days)	\$ 10
Maintaining assets held outside the brokerage account: Limited Partnerships, Certificates of Deposit, and Annuity Policies, each	\$ 15
Loan Administration	\$ 25

### ANNUAL PLAN ADMINISTRATION SERVICES (Optional)

Preparation of Form 5500-EZ (check requirements)	\$150
Includes one participant, each additional	\$ 20
Preparation of Form 5500 (Includes Form 5500, Plan Income Statement, Summary Annual Report)	\$300
Includes one participant, each additional	\$ 20

### FEES FOR DISBURSEMENT FROM TRUST

Partial distribution	\$ 15
Includes return/reallocation of excess contributions \$30 maximum per calendar year	

### OTHER CHARGES

Transfer or termination of an existing Plan (in addition to annual fee)	\$ 75
One participant	\$ 25
Each additional participant	\$ 10
Late fee	\$ 25
Termination of individual participant	\$ 75
Summary Plan Description	\$ 15
Change in brokerage firm	\$ 15
Transaction requiring trustee processing	\$ 15
No charge for buys and sells in the brokerage account	
Processing on terminated Trust	\$ 15
Processing of checks or securities after the account has been closed more than 6 months	
Reissue of check over 6 months old	\$ 30
Returned check	\$ 25
Additional managed account	\$ 25
Voluntary contribution account	\$ 25
Investment review	\$150
Research of transaction over 6 months old per hour (minimum ½ hour)	\$ 80
Affidavit of loss	\$ 50
Never funded account, after one year	\$ 50
Reinstatement of closed account	\$ 50
Form 2439 filing	\$ 50
Preparing and signing Form 990-T	\$150
Signing Form 990-T only	\$ 25
Outgoing wire processing	\$ 25

**Special services not otherwise provided above**

As agreed

Any optional service provided depends upon Trustar receiving all necessary information in a timely manner. The Trustee reserves the right not to perform any optional service until all fees (outstanding and current) have been paid. The Employer must file all Annual Reports directly with the Department of Labor. The Trustee shall not be responsible for performing any plan administration service not specifically contracted for and listed above.

*In the event the fees becomes delinquent and it becomes necessary to collect the balance through the services of a collection agency, you will be held responsible for their fees.*

**Your Trustee fees depend on the Brokerage Firm who services your account. Please check with your Brokerage Firm for all fees applicable to your account. If you transfer your account to another Brokerage Firm, you will need to obtain another schedule of fees.**

# Instructions for Completing the Adoption Agreement

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This Plan is an important legal document. Please read all items before selecting your options and return the completed and signed adoption agreement to Trustar. Consult with your legal and/or tax advisor 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 are transferring an existing plan from 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 establishing a new Plan using Trustar's prototype plan, 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, e.g. January 1, 2002; month and day of the beginning of each following plan year in the second line, e.g. January 1; and month and day of the last day of the plan year in the third line, e.g. December 31.

**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. Contribution Formula-Profit Sharing Plans:** All profit sharing contributions are discretionary. Check the box under Part 2 Forfeitures if you want to use forfeitures to offset contributions instead of reallocating them to Participants. NOTE: You cannot select this

option if you have selected 100% vesting after less than a year of service in Item U.

**Item P. Contribution Requirements:** Check this box if you want to provide a contribution for only those Participants who were an active Participant 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 Participant's account.

**Part 2 –** If you do not select either Box (a) or (b), compensation will be defined as W-2 wages. Select Box (a) if you use the 415 Safe-Harbor definition of Compensation or Box (b) if you want to define compensation as 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 –** If you maintain or have 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 on the attached page of the adoption agreement. Also, enter the interest rate and mortality table used in the Defined Benefit plan in this section.

**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 this box if you do not want Participants to direct their own investments:

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

**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 Participants 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 Participant 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 specify when a Participant will reach Normal Retirement Age. When Participants reach this age, they can take in-service distributions from the Plan.  
If you want the Normal Retirement age to be 65, skip this section.

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

If you want to require that both age and years of participation 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).

**Item Z. Forms of Distribution for Retirement:** If you want to allow all forms of distribution listed under Section 6.02, you do not need to complete this item. Check the box if you only want to allow single-lump sum payments and distributions in-kind.

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

# Adoption Agreement - Standard Short Form

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Trustar® Retirement Services Prototype for Defined Contribution Plans

This is a Profit Sharing Plan

IRS SERIAL NO. K239440a  
Adoption Agreement Plan No. 005  
To be used with 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

# TRUSTAR<sup>®</sup> RETIREMENT SERVICES PROTOTYPE FOR PROFIT SHARING 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** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

(For example: ABC, Inc. Profit Sharing Plan.)

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

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

and each \_\_\_\_\_.  
(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)(ii) 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. Our Contributions may be made for each Plan Year in an amount determined by us. Our Contributions and Forfeitures, if applicable, shall be allocated as of the last day of the Allocation Year using Annual Pay for the Allocation Year. The amount allocated shall be equal to the amount determined below.

PAY FORMULA. Our Contributions and Forfeitures, if applicable, shall be allocated as follows:

STEP ONE: This step one shall only apply in years in which the Plan is a Top-heavy Plan, as defined in Plan Section 11.02, and the minimum contribution under Plan Section 11.04 is not being provided by other contributions to this Plan or another plan of ours.

The allocation in this step one shall be made to each person meeting the requirements in Item P and each person who is entitled to a minimum contribution under Plan Section 11.04. Each such person's allocation shall be an amount equal to our Contributions and Forfeitures, if applicable, multiplied by the ratio of such person's Annual Pay to the total Annual Pay of all such persons. Such amount shall not exceed 3% of such person's Annual Pay. The allocation for any person who does not meet the requirements in Item P shall be limited to the amount necessary to fund the minimum contribution.

STEP TWO: The allocation in this step two shall be made to each person meeting the requirements in Item P. Each such person's allocation shall be equal to any amount remaining after the allocation in step one multiplied by the ratio of such person's Annual Pay to the total Annual Pay of all such persons.

- 2) FORFEITURES shall be allocated with our Contributions and shall be deemed to be Employer Contributions, unless otherwise specified in (a) below.
  - a)  (Only available if Item U(1) is not selected.)

Forfeitures shall not be allocated with our Contributions, but shall be used to offset our first Contribution made after the Forfeiture is determined.

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

- 1) Our Contributions shall be made without regard to our current or accumulated NET PROFITS.
- 2) REQUIREMENTS FOR CONTRIBUTIONS. Our Contributions and Forfeitures, if applicable, shall be allocated to each person who was an Active Member at any time during the Allocation Year, unless otherwise specified in (a) below.

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

- 3) The ALLOCATION YEAR is the consecutive 12-month period ending on the last day of each Plan Year.
- 4) The ACCRUAL SERVICE PERIOD is the consecutive 12-month period ending on the last day of each Allocation 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 Trustar 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.)

	(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.

3) HARDSHIP. Withdrawals in the event of hardship due to financial need are not permitted.

4) AGE 59 1/2. A Member may withdraw any part of his Vested Account any time after he attains age 59 1/2.

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 (includes life annuities) unless otherwise specified in (a) below.

NOTE: If this Plan is a direct or indirect transferee after December 31, 1984, of a defined benefit plan, money purchase plan, target benefit plan, stock bonus plan, or profit sharing plan which is subject to the survivor annuity requirements of Code Sections 401(a)(11) and 417, (a) below cannot be selected.

- a)  SINGLE SUM PAYMENT AND DISTRIBUTIONS IN KIND. The only options available under the Plan shall be a single sum payment and distributions in kind.

NOTE: If the Plan later becomes a direct or indirect transferee of a defined benefit plan, money purchase plan, target benefit plan, stock bonus plan, or profit sharing plan which is subject to the survivor annuity requirements of Code Sections 401(a)(11) and 417, then the options available under the Plan shall be those specified in Plan Section 6.02 and the selection in (1)(a) above shall be void.

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 Profit Sharing 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:

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

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

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Mailing Address:  
P.O. Box 8963  
Wilmington, Delaware 19899-8963  
800-209-9010 / 302-995-2131 FAX: 302-999-9554

Delaware Charter  
Guarantee & Trust  
Company

Operational History Addendum To  
Trustar® Retirement Services  
Defined Contribution Plan  
Documents

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® 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.

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**Delaware Charter  
Guarantee & Trust  
Company**

**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)  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.*

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 800-209-9010 / 302-995-2131 FAX: 302-999-9554

**Delaware Charter  
 Guarantee & Trust  
 Company**

*Participant Data Sheet*

**Each Participant Must Complete the  
 Beneficiary Designation Form**

DCG&T Use Only	
G&T No.	_____
SS No.	_____
Plan No.	_____
Code No.	250

**Participant Data Sheet**

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.

Date Completed	Employer's Phone No.		
Employer Name			
Address	City	State	ZIP Code

**Summary Plan Description**

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

The Employer hereby directs Trustar to perform the service as indicated (check the box):

Prepare Summary Plan Description (SPD) booklet. See "Schedule of Fees" in the pamphlet and remit fee.

Authorized Signature of Employer

**X**

**Account Numbers – Individual Participant account numbers MUST appear below for each Participant.**

Name of Brokerage Firm	Account No.
------------------------	-------------

**Eligible Participants – Complete all data for each participant**

<b>Indicate If Key Employee</b> <input type="checkbox"/>	Participant's Name		
Participant's Social Security No.	Date of Birth	Date of Hire	
Date of Participation	Participant's Account No. (Issued by Brokerage Firm)	Beneficiary Designation Complete <input type="checkbox"/>	

<b>Indicate If Key Employee</b> <input type="checkbox"/>	Participant's Name		
Participant's Social Security No.	Date of Birth	Date of Hire	
Date of Participation	Participant's Account No. (Issued by Brokerage Firm)	Beneficiary Designation Complete <input type="checkbox"/>	

<b>Indicate If Key Employee</b> <input type="checkbox"/>	Participant's Name		
Participant's Social Security No.	Date of Birth	Date of Hire	
Date of Participation	Participant's Account No. (Issued by Brokerage Firm)	Beneficiary Designation Complete <input type="checkbox"/>	

<b>Indicate If Key Employee</b>	Participant's Name		
<input type="checkbox"/>			
Participant's Social Security No.	Date of Birth	Date of Hire	
Date of Participation	Participant's Account No. (Issued by Brokerage Firm)	Beneficiary Designation Complete	
		<input type="checkbox"/>	

  

<b>Indicate If Key Employee</b>	Participant's Name		
<input type="checkbox"/>			
Participant's Social Security No.	Date of Birth	Date of Hire	
Date of Participation	Participant's Account No. (Issued by Brokerage Firm)	Beneficiary Designation Complete	
		<input type="checkbox"/>	

  

<b>Indicate If Key Employee</b>	Participant's Name		
<input type="checkbox"/>			
Participant's Social Security No.	Date of Birth	Date of Hire	
Date of Participation	Participant's Account No. (Issued by Brokerage Firm)	Beneficiary Designation Complete	
		<input type="checkbox"/>	

  

<b>Indicate If Key Employee</b>	Participant's Name		
<input type="checkbox"/>			
Participant's Social Security No.	Date of Birth	Date of Hire	
Date of Participation	Participant's Account No. (Issued by Brokerage Firm)	Beneficiary Designation Complete	
		<input type="checkbox"/>	

  

<b>Indicate If Key Employee</b>	Participant's Name		
<input type="checkbox"/>			
Participant's Social Security No.	Date of Birth	Date of Hire	
Date of Participation	Participant's Account No. (Issued by Brokerage Firm)	Beneficiary Designation Complete	
		<input type="checkbox"/>	

- I have read and understand the information provided in the Instructions regarding float.
- I agree to pay all applicable fees described in the Schedule of Fees, which may be changed from time to time. Any fee changes will be communicated to me in writing by Delaware Charter. If I do not pay such fees directly, I authorize my investment representative as "custodian" to debit such Trustee fees from my retirement plan account.
- I understand Delaware Charter is not an investment advisor and does not supervise or control my investment representative. Delaware Charter does not endorse any particular investment. I agree to use independent judgment in making my investment decisions.
- I agree to resolve disputes with Delaware Charter through binding arbitration. See Article 7.12 of the Trust Agreement.

Signature	Date
<b>X</b>	

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.



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**Delaware Charter  
Guarantee & Trust  
Company** *Beneficiary Designation  
Form*

<b>DCG&amp;T Use Only</b>	
G&T No.	_____
SS No.	_____
Plan No.	_____
Code No.	200

**I. Designation of Beneficiary**

Pursuant to the designation of a Beneficiary or Beneficiaries by a Plan Participant, I (print name) \_\_\_\_\_ hereby designate the following as primary and contingent Beneficiaries of my Accumulated Benefits which will be paid by reason of my death under the provisions of the Plan. The Trustee shall pay all Accumulated Benefits under the Plan by reason of death to the primary Beneficiary(ies), and if no primary Beneficiary(ies) shall survive, then to the contingent Beneficiary(ies), and if no contingent Beneficiary(ies) survive(s), or are designated, then to the surviving spouse (if any) or to the estate of the Participant. If more than one Beneficiary is designated, such Beneficiaries share equally unless otherwise specified. The Trustee shall make payment in accordance with the most recent Beneficiary Data Sheet, which is on file with the Plan Sponsor.

**Primary Beneficiary** (Note: Percentages must total 100.)

Name		Relationship	
Social Security No.	Date of Birth	% Share	
Address	City	State	ZIP Code

**Additional Primary Beneficiary**

Name		Relationship	
Social Security No.	Date of Birth	% Share	
Address	City	State	ZIP Code

**Contingent Beneficiary**

Name		Relationship	
Social Security No.	Date of Birth	% Share	
Address	City	State	ZIP Code

**Additional Contingent Beneficiary**

Name		Relationship	
Social Security No.	Date of Birth	% Share	
Address	City	State	ZIP Code

If the primary Beneficiary of the Participant is a person other than the Participant's spouse, or if more than one primary Beneficiary is named, the spouse must indicate consent by completing Section II. If the Participant is not married or if whereabouts of the spouse are unknown, the Participant should complete Section III.

## II. Spouse's Consent

---

I hereby consent to the foregoing Beneficiary Designation of my spouse. Furthermore, I acknowledge that I understand that (1) the effect of my consent to this designation may be to forfeit benefits I would be entitled to receive upon my spouse's death; (2) my spouse's designation is not valid unless I consent to it; and (3) my consent is irrevocable unless my spouse revokes the above Beneficiary Designation.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Witnessed by Notary Public

\_\_\_\_\_  
Spouse's Signature

## III. Statement of Participant's Martial Status

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Under the full penalties of State and Federal Law, I do swear that: ( \_\_\_\_\_ )

I have no living spouse; or ( \_\_\_\_\_ ) I have no knowledge of the whereabouts of my spouse.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

The right to revoke or change any beneficiary designation is hereby reserved. All prior beneficiary designations (if any) are hereby revoked.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Witnessed by Notary Public

**Please make additional copies of form as needed**





## **Delaware Charter Guarantee & Trust Company**

P. O. Box 8963 / Wilmington, DE 19899-8963 / 302-995-2131 / 800-209-9010