



Qualified Retirement Plan

Summary Plan Description



SIMPLIFIED STANDARDIZED MONEY PURCHASE PENSION PLAN

EMPLOYER INFORMATION	Name of Adopting Employer _____ Address _____ City _____ State _____ Zip _____ Telephone _____ Adopting Employer's Federal Tax Identification Number _____ Adopting Employer's Tax Year End (<i>specify month and day</i>) _____ Type of Business (<i>select one</i>) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Other (<i>specify a legal entity recognized under federal income tax laws</i>) _____ Name of Plan _____ Plan Sequence Number _____ Trust Identification Number (<i>if applicable</i>) _____ Account Number _____
SECTION 1.	<p>EFFECTIVE DATES <i>Complete Part A or B</i></p> <p>Part A. New Plan Effective Date This is the initial adoption of a money purchase pension plan by the Adopting Employer. The Effective Date of this Plan is _____. NOTE: <i>The Effective Date is usually the first day of the Plan Year in which this Adoption Agreement is signed and may not be earlier than such date.</i></p> <p>Part B. Existing Plan Amendment or Restatement Date This is an amendment or restatement of an existing qualified plan (a Prior Plan). The Prior Plan was initially effective on _____. The Effective Date of this amendment or restatement is _____. NOTE: <i>The restatement Effective Date is generally the first day of the Plan Year in which this Adoption Agreement is signed. An amendment or restatement Effective Date after the first day of the Plan Year in which this Adoption Agreement is signed may result in a reduction or elimination of accrued benefits, violating Code Section 411(d)(6). Notwithstanding the foregoing, Effective Dates for certain items (e.g., EGTRRA and other government pronouncements) are governed by the dates specified in the Basic Plan Document.</i></p>
SECTION 2.	<p>ELIGIBILITY <i>Complete Parts A through C</i></p> <p>Part A. Age and Years of Eligibility Service Age Requirement. An Employee will be eligible to become a Participant in the Plan for purposes of receiving an allocation of any Employer Money Purchase Pension Contributions made pursuant to Section Three of the Adoption Agreement, after attaining age _____ (<i>no more than 21</i>). NOTE: <i>If no age is specified there will be no age requirement.</i> Years of Eligibility Service Requirement. An Employee will be eligible to become a Participant in the Plan for purposes of receiving an allocation of any Employer Money Purchase Pension Contributions made pursuant to Section Three of the Adoption Agreement (<i>select one</i>). Option 1: <input type="checkbox"/> No Eligibility Service Required. Option 2: <input type="checkbox"/> After completing _____ consecutive Months of Eligibility Service (<i>no more than 12</i>). Option 3: <input type="checkbox"/> After completing _____ Years of Eligibility Service (<i>enter 0, 1 or 2</i>). NOTE: <i>If no Year of Eligibility Service requirement is selected, Option 1 will apply. If more than one Year of Eligibility Service is selected in this Section Two, Part A, the immediate 100 percent vesting schedule in Section Four will automatically apply for Employer Money Purchase Pension Contributions.</i></p> <p>Part B. Employees Employed As of Effective Date Will an Employee employed as of the Effective Date listed in Section One, Part A of the Adoption Agreement who has not otherwise met the requirements of Part A above be considered to have met those requirements as of the Effective Date (<i>select one</i>)? Option 1: <input type="checkbox"/> Yes. Option 2: <input type="checkbox"/> No. NOTE: <i>If no option is selected, Option 2 will apply.</i></p> <p>Part C. Hours Required For Eligibility Purposes 1. _____ Hours of Service (<i>no more than 1,000</i>) shall be required to constitute a Year of Eligibility Service. 2. _____ Hours of Service (<i>no more than 500 and less than the number specified in Part C, item 1, above</i>) must be exceeded to avoid a Break in Eligibility Service. NOTE: <i>If no hours are specified, 1,000 and 500 will apply for items 1 and 2, respectively unless the Elapsed Time method of determining service applies.</i></p>
SECTION 3.	<p>CONTRIBUTIONS <i>Complete Parts A and B</i></p> <p>Part A. Employer Money Purchase Pension Contributions For each Plan Year Employer Money Purchase Pension Contributions will be allocated to the Individual Accounts of Qualifying Participants as follows: Option 1: <input type="checkbox"/> Nonintegrated Formula. An amount equal to _____ percent (<i>not to exceed 25 percent</i>) of the Qualifying Participant's Compensation for the Plan Year. Option 2: <input type="checkbox"/> Integrated Formula. An amount equal to the sum of the amounts determined in Step 1 and 2: Step 1: An amount equal to _____ percent (<i>the base contribution percentage</i>) of the Participant's Compensation for the Plan Year up to the integration level; plus</p>

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Step 2: An amount equal to _____ percent (*not to exceed the base contribution percentage by more than the lesser of: (1) the base contribution percentage, or (2) the money purchase maximum disparity rate as described in Section 3.04(B)(2) of the Plan*) of such Participant's Compensation for the Plan Year in excess of the integration level.

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

Suboption (a): ☐ The Taxable Wage Base.

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

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

NOTE: If no suboption is selected, Suboption (a) will apply.

Option 3: ☐ Frozen Plan. This Plan is frozen effective _____ and the Employer will not make additional contributions to the Plan after such date.

NOTE: If no option is selected, Option 1 will apply.

Part B. Qualifying Participants

A Participant will be a Qualifying Participant and thus entitled to share in Employer Money Purchase Pension Contributions for any Plan Year if the Participant has satisfied all of the eligibility requirements described in Section Two of this Adoption Agreement on at least one day of such Plan Year and has not incurred a Termination of Employment. If the Participant has incurred a Termination of Employment during the Plan Year, the following additional condition(s) apply (*select one*):

Option 1: ☐ Hours of Service Requirement. The Participant completes more than _____ (*not more than 500*) Hours of Service during the Plan Year.

Option 2: ☐ No Additional Conditions.

NOTE: If no option is selected, Option 1 and a 500 Hours of Service requirement will apply with no additional waivers.

SECTION 4.

Part A.

VESTING AND FORFEITURES *Complete Parts A and B*

Vesting Schedule For Employer Money Purchase Pension Contributions

A Participant will become Vested in the portion of their Individual Account derived from Employer Money Purchase Pension Contributions made pursuant to Section Three of the Adoption Agreement as follows.

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

NOTE: If no option is selected as of the first date on which such contributions may be made to the Plan, Option 1 will apply.

Part B. Year of Vesting Service

1. _____ Hours of Service (*no more than 1,000*) will be required to constitute a Year of Vesting Service.

2. _____ Hours of Service (*no more than 500 but less than the number specified in Part B, item 1, above*) must be exceeded to avoid a Break in Vesting Service.

NOTE: If no hours are specified, 1,000 and 500 will apply for items 1 and 2, respectively.

SECTION 5.

Part A.

DISTRIBUTIONS AND LOANS *Complete Parts A and B*

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

1. Individual Account Balances Exceeding \$1,000

a. Lump Sum

Will a Participant be entitled to request a distribution of the Vested portion of their Individual Account in a lump sum, subject to Plan Section 5.02 (*select one*)?

Option 1: ☐ Yes.

Option 2: ☐ No.

b. Partial Payments

Will a Participant be entitled to request a partial distribution of the Vested portion of their Individual Account, subject to Plan Section 5.02 (*select one*)?

Option 1: ☐ Yes.

Option 2: ☐ No.

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c. Installment Payments

Will a Participant be entitled to request a distribution of the Vested portion of their Individual Account over a period not to exceed the life expectancy of the Participant or the joint and last survivor life expectancy of the Participant and their designated Beneficiary, subject to Plan Section 5.02 (select one)?

Option 1: ☐ Yes.

Option 2: ☐ No.

d. Annuity Contracts

Will a Participant be entitled to apply the Vested portion of their Individual Account toward the purchase of an annuity contract, subject to Plan Section 5.02 (select one)?

Option 1: ☐ Yes.

Option 2: ☐ No.

NOTE: Option 1 must be selected for at least one of items (a) through (d). If neither option is selected for items (a) or (b) in Part A, item 1 above, Option 1 will apply. If neither option is selected for items (c) or (d), Option 2 will apply. If this Plan is restating a Prior Plan, the forms of distribution under this Plan must generally be at least as favorable as under the Prior Plan.

Part B. Loans

May a Participant request a loan pursuant to Plan Section 5.16 (select one)?

Option 1: ☐ Yes.

Option 2: ☐ No.

NOTE: If no option is selected, Option 2 will apply.

NOTE: Generally, Code Section 411(d)(6) prohibits the elimination of protected benefits. Protected benefits include the timing of payout options. If the Plan is restating a Prior Plan that permitted a distribution option described above that involves the timing of a distribution, the selections must generally be at least as favorable as under the Prior Plan. Certain forms of distributions (e.g., redundant forms of distribution) may, however, be eliminated. Refer to Code Section 411(d)(6) and the corresponding Treasury regulation for details pertaining to the elimination of otherwise protected benefits.

SECTION 6.

Part A.

DEFINITIONS Complete Parts A through D

Hour of Service – Method of Determining Service

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

Option 1: ☐ Elapsed Time.

Option 2: ☐ Actual hours for which an Employee is paid or entitled to payment.

Option 3: ☐ Days worked. An Employee will be credited with 10 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the day.

Option 4: ☐ Weeks worked. An Employee will be credited with 45 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the week.

Option 5: ☐ Semi-Monthly payroll periods worked. An Employee will be credited with 95 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the semi-monthly payroll period.

Option 6: ☐ Months worked. An Employee will be credited with 190 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the month.

NOTE: If no option is selected, Option 2 will apply.

Part B.

Normal Retirement Age

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

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

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

NOTE: If no option is selected, Option 1 and age 59½ will apply.

Part C.

Plan Year Means

Option 1: ☐ The 12-consecutive month period which coincides with the Adopting Employer's tax year.

Option 2: ☐ The calendar year.

Option 3: ☐ The 52/53 week period ending on the last _____ (specify day of the week) nearest _____ (specify month and day) of each year.

Option 4: ☐ Other 12-consecutive month period (Specify a 12-consecutive month period selected in a uniform and nondiscriminatory manner.) _____

NOTE: If no option is selected, Option 1 will apply.

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

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Part D.	<p>Predecessor Employer Service</p> <p>In addition to the Hours of Service credited when an Employer maintains the plan of a predecessor employer, Hours of Service with a predecessor employer will be credited for the following purposes where the Employer does not maintain the plan of a predecessor employer (<i>select all that apply</i>):</p> <p><input type="checkbox"/> Eligibility.</p> <p><input type="checkbox"/> Vesting.</p> <p><input type="checkbox"/> Allocation of Contributions.</p> <p>Name of Predecessor Employer(s): _____</p> <p><i>If service with a predecessor is taken into account for one or more of the items listed above, specify any additional limitations on crediting service that apply (e.g., limitations by business classification, length of service): _____</i></p>
SECTION 7.	<p>MISCELLANEOUS <i>Complete Parts A and B</i></p>
Part A.	<p>Life Insurance</p> <p>Will life insurance investments be permitted under the Plan (<i>select one</i>)?</p> <p>Option 1: <input type="checkbox"/> Yes.</p> <p>Option 2: <input type="checkbox"/> No.</p> <p>NOTE: <i>If no option is selected, Option 2 will apply.</i></p>
Part B.	<p>ERISA 404(c) Compliance</p> <p>Does the Adopting Employer intend to operate this Plan in compliance with ERISA Section 404(c) as set forth in Plan Section 7.22(B)?</p> <p>Option 1: <input type="checkbox"/> Yes.</p> <p>Option 2: <input type="checkbox"/> No.</p> <p>NOTE: <i>If no option is selected, Option 1 will apply.</i></p>

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SECTION 8.

Part A.

TRUSTEE AND CUSTODIAN *Complete Parts A and B (as applicable)*

Trustee *(This Part A must be completed unless the Plan only covers one or more Self-Employed Individuals or satisfies another exception under ERISA. Select one.)*

1. Trustee Appointment

Option 1: ☐ Financial Organization as Trustee

Option 2: ☐ Individual Trustee(s)

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

Name of Trustee _____

Address _____

Telephone _____

Signature _____ Title _____

2. Trust Agreement

If a Trustee is designated in Part A, item 1 above, which trust agreement will apply to the Plan *(select one)*?

Option 1: ☐ Trust provisions contained in Plan Section Eight.

Option 2: ☐ Separate executed trust agreement attached hereto.

NOTE: *If no option is selected, Option 1 will apply. If Option 2 is selected, the attached trust agreement must be on file with the IRS for use by the Prototype Sponsor listed in Section Nine below.*

Part B.

Custodian *(Both a Custodian and Trustee may be appointed for the Plan. This Part B must be completed if a Trustee is not named in Part A, above.)*

1. Custodian Appointment

Financial Organization _____

Address _____

Signature _____

Type Name _____ Title _____

2. Custodial Agreement

If a Custodian is designated in Part B, item 1 above, which custodial agreement will apply to the Plan *(select one)*?

Option 1: ☐ Custodial provisions contained in Plan Section Eight.

Option 2: ☐ Separate executed custodial agreement attached hereto.

NOTE: *If no option is selected, Option 1 will apply. If Option 2 is selected, the attached custodial agreement must be on file with the IRS for use by the Prototype Sponsor listed in Section Nine below.*

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SECTION 9.

EMPLOYER SIGNATURE

Prototype Sponsor

Name of Prototype Sponsor Apex Clearing Corporation

Address 1700 Pacific Ave Ste 1400, Dallas, Texas, 75201-7322

Telephone 214-765-1009

Check the applicable box if there is an attachment(s) that applies to this Plan other than a separate trust or custodial agreement.

☐ Attachment A, Protected Benefits and Prior Plan Provisions.

☐ Other: (If this box is checked, please describe the attachment(s)) _____

Authorized Employer Signature

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

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

Signature of Adopting Employer _____

Date Signed _____

Type Name _____

Title _____

NOTE: The Adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code Section 401 of the Internal Revenue Code except to the extent provided in Revenue Procedure 2005-16. An Employer who has ever maintained or who later adopts 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 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 the Employer who adopts or maintains multiple plans wishes 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. The Employer may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to the Plan or in Revenue Procedure 2005-16. This Adoption Agreement may be used only in conjunction with Basic Plan Document #01.

ATTACHMENT A

PROTECTED BENEFITS AND PRIOR PLAN PROVISIONS

	<p><i>This Attachment may be used by an Adopting Employer to document protected benefits and other prior plan provisions that apply to some or all of the assets of the Adopting Employer's Plan.</i></p>
ADOPTING EMPLOYER PLAN INFORMATION	<p>Name of Adopting Employer _____</p> <p>Plan Name _____</p> <p>Plan Sequence Number _____ Trust Identification Number (if applicable) _____ Account Number _____</p>
PROTECTED BENEFITS AND PRIOR PLAN PROVISIONS	<p>Provision 1:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Source of Provision (e.g., plan name and sequence number, good faith amendment, etc.):</p> <p>_____</p> <p>_____</p> <p>Provision 2:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Source of Provision (e.g., plan name and sequence number, good faith amendment, etc.):</p> <p>_____</p> <p>_____</p> <p>Provision 3:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Source of Provision (e.g., plan name and sequence number, good faith amendment, etc.):</p> <p>_____</p> <p>_____</p>



**Simplified Standardized
Money Purchase Pension Plan
*Summary Plan Description***

Plan Name: _____

Your Employer has adopted the qualified retirement plan named above (“the Plan”) to help you and other employees save for retirement.

Your Employer established the Plan by signing a complex legal agreement—the Plan document—which contains all of the provisions that the Internal Revenue Service (IRS) requires. The Plan document must follow certain federal laws and regulations that apply to retirement plans. The Plan document may change as new or revised laws or regulations take effect. Your Employer also has the right to modify certain features of the Plan from time to time. You will be notified about changes affecting your rights under the Plan.

This Summary Plan Description (SPD) summarizes the important features of the Plan document, including your benefits and obligations under the Plan. If you want more detailed information about certain Plan features or have questions about the information contained in this SPD, you should contact your Employer. You may also see a copy of the Plan document by making arrangements with your Employer. Certain terms in the SPD have a special meaning when used in the Plan. These terms are capitalized throughout the SPD and are defined in more detail in the DEFINITIONS section of the SPD. If any information in this SPD conflicts with the terms of the Plan document adopted by your Employer, the terms of the Plan document—not this SPD—will apply.

This SPD summarizes features of your Employer’s current Plan document. If you receive this SPD because the Plan is being restated (updated), please note that some provisions from prior versions of your Employer’s Plan document may continue to apply to some of the assets under the Plan. In addition, some provisions under this Plan document may have special effective dates. A summary of any prior plan provisions or special effective dates (and who is affected by these special provisions) is listed in the section titled ADMINISTRATIVE INFORMATION AND RIGHTS UNDER ERISA.

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ELIGIBILITY

Q1. Am I eligible to participate in the Plan?

You will be eligible to participate in the Plan after meeting certain age and service requirements described in Question 2 below. However, if you are covered by a collective bargaining agreement (for example, union agreement) and your exclusion from coverage under this Plan was part of the negotiated agreement, or you are a nonresident alien and received no income from within the United States, you will be excluded from the Plan. If you became an employee as a result of a recent merger, acquisition, or similar transaction, you will not be eligible to participate in the Plan during a transition period covering the Plan Year in which the transaction occurred and the following Plan Year.

Q2. What requirements do I have to meet before I am eligible to participate in the Plan?

You will generally become eligible to participate in the Plan after you meet the age and service requirements listed below.

Age: _____

Eligibility Service:

- ☐ No eligibility service requirements apply.
- ☐ You must complete _____ consecutive months of eligibility service.
- ☐ You must complete _____ year(s) of eligibility service.

Your initial eligibility measuring period will be the 12-month period beginning with your hire date. If you do not satisfy the eligibility requirements during that first measuring period, eligibility will be calculated based on the Plan Year.

You will be credited with a year of eligibility service if

_____ hours were worked during the eligibility measuring period. You will need to work _____ hours to avoid a break in eligibility service.

- ☐ you are paid or entitled to pay from the Employer during the eligibility measuring period. You will have a break in eligibility service if you do not work at least one day during the eligibility measuring period.

You will be given credit for eligibility purposes for your Hours of Service with the following predecessor employer(s):

These service requirements ☐ will ☐ will not apply to you, and you will be eligible to enter the Plan on the next entry date if you were employed by the Employer when this Plan became effective on _____. If the Plan document is being amended or restated on to a new Plan document and you were eligible to participate in the prior plan, you will continue to be eligible to participate in this Plan without satisfying any additional age or service requirements.

Q3. When can I enter the Plan?

Once you have met any age and service requirements indicated above, you will enter the Plan the next semi-annual entry date (the first day of the Plan Year and the first day of the seventh month of the Plan Year).

Q4. What happens to my Plan eligibility if I terminate my employment and am later rehired?

Once you meet the eligibility requirements and enter the Plan, you will continue to participate while you are still employed by the Employer, even if you have a break in eligibility service. If you had not yet met the eligibility requirements and had a break in eligibility service, the periods before your break in service will not be taken into account and you will have to satisfy the eligibility requirements following your break in service. Periods during which you have a break in eligibility service will not count against you if you were absent because you were pregnant, had a child or adopted a child, were serving in the military, or provided certain service during a national emergency (and re-employment is protected under federal or state law), and you start working again for your same Employer within the time required by law.

If you had met the eligibility requirements and were a Participant in the Plan before terminating employment or having a break in eligibility service, and are later rehired, you will enter the Plan immediately.

Q5. Once I am a Plan Participant, what must I do to continue to participate in the Plan?

You will continue to participate in the Plan as long as you do not have a break in service. A break in service is a 12-consecutive month period during which you fail to work more than the minimum number of Hours of Service indicated in Question 2 above. But no break in service will occur if the reason you did not work more than the required number of hours was because of certain absences due to birth of a child, pregnancy or adoption of children, military service or other service during a national emergency during which your re-employment is protected under a federal or state law and you do, in fact, return to your employment within the time required by law.

CONTRIBUTIONS AND VESTING

Q1. Will my Employer make Money Purchase Pension Contributions to the Plan on my behalf?

To receive a Money Purchase Pension Contribution for the Plan Year during which you terminate your employment, you must meet the eligibility requirements described in the ELIGIBILITY section of this Summary Plan Description on at least one day during that Plan Year and you must satisfy the following requirements.

- ☐ You must work _____ hours during the Plan Year.
- ☐ No additional conditions apply.

You will be given credit for contribution allocation purposes for your Hours of Service with the following predecessor employer(s):

_____.

Each year that you satisfy the eligibility requirements, a Money Purchase Pension Contributions will be allocated to you using

- ☐ a nonintegrated formula. Under this formula you will receive an amount equal to _____ % of your Compensation.
- ☐ an integrated formula. Under this formula you will receive a base contribution of _____ % up to _____ (the integration level). You will receive an additional contribution of _____ % if you have Compensation above the integration level. The integration level will be
 - ☐ the Taxable Wage Base (\$102,000 for 2008).
 - ☐ \$ _____.
 - ☐ _____ % of the Taxable Wage Base.

The \$102,000 limit for the Taxable Wage Base will increase as the cost-of-living increases.

- ☐ a frozen plan formula. Because the Plan was frozen effective _____, your Employer will not make any additional contributions to the Plan after that date.

Q2. Will my Employer make any other types of contributions to the Plan on my behalf?

If more than 60% of the assets in the Plan are held by Key Employees, your Employer may need to make an additional contribution for Participants who are not Key Employees.

Q3. If I have money in other retirement plans, can I combine them with my dollars under this Plan?

Your Employer may allow you to roll over dollars you have saved in qualified plans, 403(b) annuity contract, eligible plans under Code Section 457(b) and IRAs into this Plan unless you are part of any excluded class of employees. The Plan will accept both rollovers paid directly from the distributing plan to this Plan and rollovers distributed to you and then deposited into this Plan through an indirect rollover procedure.

Nondeductible Employee Contributions may not be rolled into this Plan. Your Employer will provide you with the forms or information needed to determine whether your prior plan balance is qualified to be rolled over into this Plan and whether you meet the eligibility requirements for a rollover. You are always 100% vested in your rollover contributions.

Your Employer may allow you to transfer dollars you have saved in other retirement arrangements into this Plan unless you are part of any excluded class of employees. Your Employer will provide you with the forms or information needed to determine whether your prior plan balance is qualified to be transferred into this Plan. You are always 100% vested in your transfer contributions.

Q4. Are there any limits on how much can be contributed for me?

You may not have total contributions of more than \$46,000 (in 2008) or an amount equal to 100% of your Compensation, whichever is less, allocated to the Plan for your benefit each year. The \$46,000 limit will increase as the cost-of-living increases.

Q5. Will contributions be made for me if I am called to military service?

If you are reemployed by your Employer after completing military service, you may be entitled to receive certain make-up contributions from your Employer. If you are reemployed after military service, contact your Plan Administrator for more information about your options under the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994.

Q6. Will I be able to keep my Employer contributions if I terminate employment or am no longer eligible to participate in the Plan?

Money Purchase Pension Contributions will be subject to a vesting schedule and could be forfeited if you terminate your employment or experience a break in service. You will earn the right to a greater portion of your Money Purchase Pension Contributions the longer you work for your Employer as outlined in the schedules below.

Year of Vesting Service

Generally, all of your Years of Service with the Employer count toward determining your vested percentage and you will be credited with a year of vesting service if you are paid or entitled to pay from the Employer during the Plan Year.

To earn a Year of vesting service, you must work at least

_____ hours during the Plan Year.

☐ one hour for which you are paid or entitled to pay during the Plan Year.

You will be given credit for vesting purposes for your Hours of Service with the following predecessor employer(s):

To avoid a break in vesting service, you must work at least

_____ hours during a Year of vesting service.

☐ one hour for which you are paid or entitled to pay during the Year of vesting service.

Although your Employer has adopted a vesting schedule, your balance will become 100% vested when you reach Normal Retirement Age, the Plan is terminated, contributions to the Plan are discontinued, or when you die, become Disabled, or reach the Early Retirement Age.

The following vesting schedule will apply to Money Purchase Pension Contributions.

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

EXAMPLE: Your Employer has selected Option 3 above. You have worked for your Employer for four years and have received Money Purchase Pension Contributions of \$1,000. You terminate employment and request a distribution of your Money Purchase Pension Contribution balance. Because you have four years of vesting service, you will receive 60% or \$600.

Q7. What happens to my nonvested percentage if I terminate employment?

If you terminate employment, you will always retain the right to the vested portion of your Plan balance. If you do not take a distribution, the nonvested portion of your Plan balance will be placed in a suspense account, and will be restored to you if you are rehired before five breaks in vesting service have occurred. If you decide to take a payout of the entire vested portion of your balance, your nonvested portion will be forfeited. If you are rehired before five breaks in vesting service occur, your forfeited amount will be restored if you repay to the Plan the full amount of your payout. Forfeitures may be used to pay the Plan's administrative expenses. Forfeitures may also be used to reduce future Employer contributions to the Plan.

DISTRIBUTIONS AND LOANS

Q1. Can I withdraw money from the Plan while I am still employed?

The Plan is designed to help you build an account that will help support you during your retirement years. However, you will be able to take certain distributions from the Plan while you are still working for your Employer. You may request a distribution of Transfer Contributions and rollover contributions, if applicable, at any time. In addition, you may request a distribution of the entire vested portion of your Plan balance if you become Disabled.

Q2. What money is available once I terminate my employment?

Once you are no longer working for your Employer, you may access the vested portion of your balance in the Plan.

Q3. How do I request a payout?

You (or your beneficiary) must complete a payout form that is provided by or approved by your Employer or follow other procedures defined by your Employer for processing distributions. Your distribution will begin as soon as administratively feasible following your request for a distribution.

Q4. If I am married, does my spouse have to approve my distributions from the Plan?

If you are married, you must get written consent from your spouse to take a distribution or loan from the Plan in any form other than a qualified joint and survivor annuity or to name someone other than your spouse as your beneficiary. The annuity would need to be structured to provide a benefit while you are both alive and then to provide a survivor benefit that is equal to 50% of the amount you received while you were both living. Your Employer will provide you with more information regarding your annuity options when it comes time for you to make a payout decision. Your Employer's payout request forms or other procedures established by your Employer will provide you and your spouse the option to waive the annuity and take the payment in some other form permitted by the Plan. Your spouse must also consent to any Plan loans that you request.

Q5. How will my money be distributed to me if I request a payout from the Plan?

You may choose from the following options for your payout.

- ☐ Lump sum
- ☐ Partial payments
- ☐ Installment payments
- ☐ Annuity contract (other than a life annuity)

If your distribution is eligible to be rolled over, you may choose to have your distribution paid to another eligible retirement arrangement. Contact your Employer for the documentation and procedures that apply to rollovers.

Q6. Do any penalties or restrictions apply to my payouts?

Generally, if you take a payout from the Plan before you are age 59½, a 10% early distribution penalty will apply to the taxable portion of your payout. There are some exceptions to the 10% penalty. Your tax advisor can assist you in determining whether you qualify for a penalty exception.

If your payout is eligible to be rolled over and you take the payout rather than rolling it over to another retirement arrangement, 20% of the taxable portion of your payout will be withheld and sent to the IRS as a credit toward the taxes you will owe on the payout amount.

EXAMPLE: You request a \$10,000 payout from your Plan balance. If the amount is eligible to be rolled over to another plan, but you choose not to roll it over, you will receive \$8,000 and \$2,000 will be sent to the IRS.

Q7. Can I take a loan from the Plan?

- ☐ No. Your Plan is designed to help you save for retirement and does not allow you to take a loan from your account under the Plan. If "No" is selected, the remainder of this Question 7 and Questions 8 and 9 below do not apply to the Plan.
- ☐ Yes. Although the Plan is designed primarily to help you save for retirement, you may take a loan from the Plan if the loan is used for
 - ☐ any purpose.
 - ☐ to purchase your principal residence.
 - ☐ to pay for post-secondary tuition for you or your immediate family.
 - ☐ to pay medical expenses for you or your immediate family.
 - ☐ to pay rent or mortgage payments to prevent eviction or foreclosure from your principal residence.
 - ☐ to pay funeral expenses.
 - ☐ to pay uninsured damage to your principal residence.
 - ☐ other _____.

You will be permitted to have only _____ loan(s) outstanding at any time.

The maximum loan amount available to you will be

- ☐ \$50,000 or one-half of your vested balance in the Plan, whichever is less.
- ☐ other _____.

No loans will be issued for less than \$_____. A portion of your Plan balance will be pledged as security for your loan.

The original effective date of the loan program is _____.

Q8. How do I apply for a loan?

To apply for a loan you must complete and submit the loan application provided (or approved) by your Employer and pay any applicable loan fees.

Your Employer will administer the loan program and will consider the following when reviewing your loan request.

- ☐ The vested portion of your account
- ☐ Other _____.

The interest rate for your loan will be computed using the

- ☐ prime rate (as specified in the Wall Street Journal).
- ☐ prime rate (as specified in the Wall Street Journal) plus _____%.
- ☐ other _____.

Q9. What if I don't repay my loan?

You will be required to repay the loan amount (plus interest) to the Plan. If you default on the loan, you will be taxed on the amount of the outstanding loan balance and will be subject to a 10% penalty if you are under age 59½. The following events will cause a loan default:

- Not repaying your loan as set forth in your loan agreement.
- Breaching any of your other obligations under your loan agreement.
- Other _____.

If you terminate employment while you have a loan, you must generally repay the loan immediately to avoid a loan default.

Q10. What if I die before receiving all of my money from the Plan?

If you die before taking all of your assets from the Plan, the remaining balance will be paid to your designated beneficiary. If you do not name a beneficiary and you are married, your spouse will be your beneficiary. If you do not name a beneficiary and you are not married, your remaining balance in the Plan will be paid to your estate.

To designate your beneficiary, you must complete the beneficiary designation form or follow alternate procedures established by your Employer. If you are married and decide to name someone other than your spouse as your beneficiary, your spouse must consent in writing to your designation. It is important to review your designation from time to time and update it if your circumstances change (for example, a divorce, death of a named beneficiary).

Your beneficiary will generally have the same options regarding the form of the distribution that are available to you as a Participant. If the Plan is subject to the spousal consent requirements, however, and the balance is greater than \$5,000, your beneficiary may be required to take the payouts in the form of a life annuity, unless the annuity has been properly waived by you (and your spouse, if applicable) during your lifetime. Your spouse beneficiary may also have the option of rolling their distribution into an IRA.

If you die after beginning age 70½ distributions, your beneficiary must continue taking annual distributions from the Plan at least annually. If you die before beginning age 70½ payments, your beneficiary may have the option of (1) taking annual payments beginning the year following your death (or the year you would have reached age 70½, if your spouse is your beneficiary), or (2) delaying their distribution until the year containing the fifth anniversary of your death, provided they take the entire amount remaining amount during that fifth year.

Q11. How long can I leave my money in the Plan?

How long you can leave your money in the Plan varies depending on your Plan balance and whether you are still employed.

Cashouts at Termination of Employment

If your vested balance at the time you terminate from employment is less than \$1,000, you must take it out of the Plan when you terminate employment. If you do not tell your Employer what to do with your account under the Plan (for example, roll it over to an IRA), your Employer will distribute your Plan account as a lump sum. If your balance is greater than \$1,000, even if you terminate service, you are not required to take a payout from the Plan until the age 70½ required distribution rules apply to you. Rollover contributions will be included in determining your balance for these cashout purposes.

Age 70½ Required Distributions

When you reach age 70½ you will generally need to begin taking a portion of your balance out of the Plan each year. If you continue to work for your Employer after age 70½, you may delay required distributions until you actually stop working for your Employer unless you own more than 5% owner of the Employer. If you own more than 5% of the Employer, you will need to begin taking payments at age 70½ even if you are still employed. The annual required distribution amount is generally based on your account balance divided by a life expectancy factor outlined in retirement plan regulations.

Q12. What if the Plan is terminated?

If the Plan is terminated, you will be required to take your entire account balance from the Plan.

INVESTING YOUR PLAN ACCOUNT

Q1. What investments are permitted under the Plan?

Your Employer (or someone appointed by your Employer) will select a list of investments that will be available under the Plan. The list of Plan investments may change from time to time as your Employer considers appropriate investment alternatives. You should carefully review the investment prospectus or other available information before making your investment selections. Contact your Employer if you are not certain whether a particular investment is permitted under the Plan.

Life insurance investments will ☐ will not ☐ be available under the Plan.

Q2. Am I responsible for selecting the investments for my account under the Plan?

You have the right to decide how some or all of your Plan account will be invested. Your Employer will establish administrative procedures that you must follow to select your investments. If you do not select investments for your Plan account, the Employer will determine how your account will be invested. Your Employer will provide you information regarding the range of permissible investments. Contact your Employer if you are not certain whether a particular investment is permitted under the Plan.

☐ Yes ☐ No **ERISA Sec. 404(c) Plan**

If "Yes" is selected, your Employer intends to operate this Plan in compliance with Section 404(c) of the Employee Retirement Income Security Act (ERISA), and Title 29 of the Code of Federal Regulations Section 2550.404c-1. This means that your Employer and others in charge of the Plan will not be responsible for any losses that result from investment instructions given by you or your beneficiary.

Q3. How frequently can I change my investment elections?

You may change your investment selections at times designated by your Employer.

ADMINISTRATIVE INFORMATION AND RIGHTS UNDER ERISA

Q1. Who established the Plan?

The official name of the Plan is _____.

The Employer who adopted the Plan is _____.

Federal Tax Identification Number: _____

Fiscal Year End: _____

Business Address: _____

Business Telephone Number: _____

Plan Number: _____

Additional Employers that share common ownership with your Employer will also be included in the Plan. You may obtain a complete list of other Employers adopting the Plan by submitting a written request to your Employer.

The Plan trustee(s) is:

Trustee Name: _____

Title: _____

Business Address: _____

Business Telephone: _____

Trustee Name: _____

Title: _____

Business Address: _____

Business Telephone: _____

Trustee Name: _____

Title: _____

Business Address: _____

Business Telephone: _____

This Plan is a Money Purchase Pension defined contribution plan, which means that contributions to the Plan made on your behalf (and earnings) will be separately accounted for within the Plan.

Q2. When did the Plan become effective?

☐ **New Plan**

The effective date of the Plan is _____.

☐ **Amendment & Restatement of a Prior Plan**

Your Employer has amended and restated the Plan, which was originally adopted on _____. The effective date of this amended Plan is _____.

☐ **Special Effective Dates**

If this option is selected, certain features of the Plan take effect on the dates listed below rather than on the general Plan effective date listed above.

Q3. Who is responsible for the day-to-day operations of the Plan?

Your Employer is responsible for the day-to-day administration of the Plan unless a Plan Administrator is appointed below.

☐ **Appointed Plan Administrator**

Your Employer has appointed the following Plan Administrator to handle the day-to-day operation of the Plan.

Plan Administrator Name:

Business Address: _____

Business Telephone: _____

To assist in operating the Plan efficiently and accurately, your Employer may appoint additional persons or organizations to act on its behalf or to perform certain functions. References to Employer in this Summary Plan Description will include the Plan Administrator named above.

Q4. Who pays the expenses for operating the Plan?

All reasonable Plan administration expenses, including those involved in retaining necessary professional assistance, may be paid from the assets of the Plan. These expenses may be allocated among you and all other Plan Participants or, for expenses directly related to you, charged against your account balance. Examples of expenses that may be directly related to you include fees for processing your distributions or loans (if applicable), processing qualified domestic relations orders, and processing your Plan investment direction, if applicable. Finally, the Employer may, in its discretion, pay any or all of these expenses. For example, the Employer may pay expenses for current employees, but may deduct the expenses of former employees directly from their accounts. Your Employer will provide you with a summary of all Plan expenses and the method of payment of the expenses upon request.

Q5. Does my Employer have the right to change the Plan?

The Plan will be amended from time to time to incorporate changes required by the law and regulations governing retirement plans. Your Employer also has the right to amend the Plan to add new features or to change or eliminate various provisions. An Employer cannot amend the Plan to take away or reduce protected benefits under the Plan (for example, the Employer cannot reduce the vesting percentage that applies to your current balance in the Plan).

Your Employer has elected to retain the following provisions from prior versions of the Plan for certain Plan assets.

Q6. Does participation in the Plan provide any legal rights regarding my employment?

The Plan does not intend to provide, and does not provide, any additional rights to employment or constitute a contract for your employment. The purpose of the Summary Plan Description is to help you understand how the Plan operates and the benefits available to you under the Plan. The Plan document is the legal document that controls the operation of (and rights granted under) the Plan. If there are any inconsistencies between this Summary Plan Description and the Plan document, the Plan document will be followed.

Q7. Can creditors or other individuals request a payout from my Plan balance?

Creditors (other than the IRS) and others generally may not request a distribution from your Plan balance. One major exception to this rule is that your Employer may distribute or reallocate your benefits in response to a qualified domestic relations order. A qualified domestic relations order is an order or decree issued by a court that requires you to pay child support or alimony or to give a portion of your Plan account to an exspouse or legally separated spouse. Your Employer will review the order to ensure that it meets certain criteria before any money is paid from your account. You (or your beneficiary) may obtain, at no charge, a copy of the procedures your Employer will use for reviewing and qualifying domestic relations orders.

Q8. How do I file a claim?

To claim a benefit that you are entitled to under the Plan, you must file a written request with your Employer. The claim must set forth the reasons you believe you are eligible to receive benefits and you must authorize the Employer to conduct any necessary examinations and take the steps to evaluate your claim.

Q9. What if my claim is denied?

Except as described below, if your claim is denied, your Employer will provide you (or your beneficiary) with a written notice of the denial within 90 days of the date your claim was filed. This notice will give you the specific reasons for the denial, the specific provisions of the Plan upon which the denial is based, and an explanation of the procedures for appeal.

In the case of a claim for disability benefits, if the Employer is making a determination of whether you are Disabled, you will be notified of a denial of your claim within a reasonable amount of time, but not later than 45 days after the Plan receives your claim. The 45-day time period may be extended by the Plan for up to 30 days if the Employer determines that an extension is necessary due to matters beyond the control of the Plan. The Employer will notify you, before the end of the 45-day period, of the reason(s) for the extension and the date by which the Plan expects to make a decision regarding your claim.

If, before the end of the 30-day extension, your Employer determines that, due to matters beyond the control of the Plan, a decision regarding your claim cannot be made within the 30-day extension, the period for making the decision may be extended for an additional 30 days, provided that your Employer notifies you, before the end of the first 30-day extension, of the circumstances requiring the additional extension and the date as of which the Plan expects to make a decision. The notice will specifically explain the standards on which the approval of your claim will be based, the unresolved issues that prevent a decision on your claim, and the additional information needed to resolve those issues. You will have at least 45 days within which to provide the specified information.

The period of time within which approval or denial of your claim is required to be made generally begins at the time your claim is filed. If the period of time is extended because you fail to submit information necessary to decide your claim, the period for approving or denying your claim will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information.

Your Employer will provide you with written or electronic notification if your claim is denied. The notification will provide the following:

- i. The specific reason or reasons for the denial;
- ii. Reference to the specific section of the Plan on which the denial is based;
- iii. A description of any additional information that you must provide before the claim may continue to be processed and an explanation of why such information is necessary;
- iv. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act (ERISA) following a claim denial on review; and
- v. In the case of a Plan providing disability benefits, if your Employer used an internal rule or guideline in denying your claim, either 1) the specific rule or guideline, or a statement that the rule or guideline was relied upon in denying your claim, and that 2) a copy of the rule or guideline will be provided free of charge to you upon request.
- vi. If the claim denial is based on a medical necessity, experimental treatment, or similar situation, either an explanation of the scientific or clinical basis for the denial, applying the terms of the Plan to your medical circumstances, or a statement that an explanation will be provided free of charge upon request.

Q10. May I appeal the decision of the Employer?

You or your beneficiary will have 60 days from the date you receive the notice of claim denial in which to appeal your Employer's decision. You may request that the review be in the nature of a hearing and an attorney may represent you.

However, in the case of a claim for disability benefits, if your Employer is deciding whether you are Disabled under the terms of the Plan, you will have at least 180 days following receipt of notification of a claim denial within which to appeal your Employer's decision.

You may submit written comments, documents, records, and other information relating to your claim. In addition, you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information pertaining to your claim.

Your appeal will take into account all comments, documents, records, and other information submitted by you relating to the claim, even if the information was not included originally.

If the claim is for disability benefits:

- i. Your claim will be reviewed independent of your original claim and will be conducted by a named fiduciary of the Plan other than the individual who denied your original claim or any of his or her employees.
- ii. In deciding an appeal of a claim denial that is based in whole or in part on a medical judgment, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
- iii. Your Employer will provide you with the name(s) of the health care professional(s) who was consulted in connection with your original claim, even if the claim denial was not based on his or her advice. The health care professional consulted for purposes of your appeal will not be the same person or any of his or her employees.
- iv. You will be notified of the outcome of your appeal no later than 45 days after receipt of your request for the appeal, unless the Employer determines that special circumstances require an extension of time for processing the claim. If your Employer determines that an extension is required, written notice of the extension will be provided to you before the end of the initial 45-day period. The notice will identify the special circumstances requiring an extension and the date by which the Plan expects to make a decision regarding your claim.

Your Employer will provide you with written or electronic notification of the final outcome of your claim. The notification will include:

- i. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim;
- ii. A statement describing any additional voluntary appeal procedures offered by the Plan, your right to obtain the information about such procedures, and a statement of your right to bring an action under Section 502(a) of ERISA; and
- iii. If the Employer used an internal rule or guideline in denying your claim, either 1) the specific rule or guideline, or a statement that the rule or guideline was relied upon in denying your claim, and 2) that a copy of the rule or guideline will be provided free of charge to you upon request.

- iv. If the claim denial is based on a medical necessity, experimental treatment, or similar situation, either an explanation of the scientific or clinical basis for the denial, applying the terms of the Plan to your medical circumstances, or a statement that an explanation will be provided free of charge upon request.

Q11. If I need to take legal action that involves the Plan, who is the agent for service of legal process?

The person who can be served with legal papers regarding the Plan is

Name: _____

Address: _____

Your Employer and the Plan trustee(s) can also be served with required legal documents.

Q12. If the Plan terminates, does the federal government insure my benefits under the Plan?

If the Plan terminates, you will become fully vested in your entire balance under the Plan, even though you would not otherwise have a sufficient number of years of vesting service to be 100% vested in your balance. You will be entitled to take your entire balance from the Plan following termination.

The type of plan in which you participate is not insured by the Pension Benefit Guarantee Corporation, the government agency that insures certain pension plan benefits upon plan termination.

Q13. What are my legal rights and protections under the Plan?

As a Participant in this Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to do the following.

Receive Information About Your Plan and Benefits

1. Examine, without charge, at the Employer's office and at other specified locations, such as worksites and union halls, all Plan documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
2. Obtain, upon request to the Employer, copies of documents governing the operations of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description (SPD). The Employer may charge a reasonable fee for the copies.
3. Receive a summary of the Plan's annual financial report. The Employer is required by law to furnish each Participant with a copy of this Summary Annual Report.
4. Obtain, once a year, a statement of the total pension benefits accrued and the vested pension benefits (if any) or the earliest date on which benefits will become vested. The Plan may require a written request for this statement, but it must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you may take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Employer to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Employer. If you have a claim for benefits which is denied, or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay the costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if the court finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Employer. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Employer, you should contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Further, if this Plan is maintained by more than one Employer, you may obtain a complete list of all such Employers by making a written request to your Employer.

DEFINITIONS

Compensation - Generally the amount of your earnings from your Employer taken into account under the Plan is all earnings reported to you on Form W-2. Compensation will include certain amounts that are not included in your taxable income that were deferred under a cafeteria plan, a 401(k) plan, a salary deferral SEP plan, a 403(b) tax-sheltered annuity plan, a 457 deferred compensation plan of a state or local government or tax-exempt employer, or transportation fringe benefits.

If you receive payments from your Employer within 2½ months after severing your employment, any regular pay for services you performed before severance will be included in Compensation. However, unused accrued sick, vacation or other leave that you are entitled to cash out and amounts received under a nonqualified unfunded deferred compensation program will be excluded from Compensation. Amounts deemed to be compensation that relate to an automatic enrollment cafeteria plan where you fail to provide proof of insurance will also be excluded when determining your Compensation.

The measuring period for Compensation will be the Plan Year unless a different measuring period is required by law or regulations (for example, certain compliance tests). Generally, only Compensation paid to an employee after becoming a Participant will be considered. The maximum amount of a Participant's Compensation that will be taken into account under the Plan is \$230,000 (for 2008). This amount will increase as the cost-of-living increases.

Disabled - You will be considered Disabled if you cannot engage in any substantial, gainful activity because of a medically determined physical or mental impairment that is expected to last at least 12 months.

Employer - The Employer who adopted this Plan is _____. Your Employer will also serve as the Plan Administrator, as defined in ERISA, who is responsible for the day-to-day operations and decisions regarding the Plan, unless a separate Plan Administrator is appointed for all or some of the Plan responsibilities. The term Employer, as used in this Summary Plan Description, will also mean Plan Administrator, as that term is used in ERISA.

Highly Compensated Employee - A Highly Compensated Employee is any employee who

- 1) was more than a 5% owner at any time during the year or the previous year, or
- 2) for the previous year had Compensation from the Employer greater than \$105,000 (for 2008). This amount will increase as the cost-of-living increases.

Hour of Service - Service will be measured based on

- ☐ elapsed time (credit for the period of time during which you are paid or entitled to pay for your Employer).
- ☐ actual hours for which you are entitled to pay.
- ☐ days worked (10 hours credited).
- ☐ weeks worked (45 hours credited).
- ☐ semi-monthly payroll periods worked (95 hours credited).
- ☐ months worked (190 hours credited).

Key Employee - Any employee in the current year or previous year who is

- 1) an officer of the Employer whose annual Compensation is greater than \$150,000 (for 2008),
- 2) a more than 5% owner of the Employer, or
- 3) a more than 1% owner of the Employer who has Compensation of more than \$150,000 will be classified as a Key Employee.

The \$150,000 amount for officers will increase as the cost-of-living increases.

Money Purchase Pension Contributions - Your Employer will make the contributions outlined in the CONTRIBUTIONS AND VESTING section of this Summary Plan Description (SPD) for each employee who satisfies the eligibility requirements for Money Purchase Pension Contributions described in the ELIGIBILITY section of the SPD.

Normal Retirement Age -

- ☐ Age ____.
- ☐ Age ____ or the ____ anniversary of the first day of the Plan year in which you became a Plan Participant, whichever is later.

Participant - An employee of the Employer who has satisfied the eligibility requirements and entered the Plan.

Plan - The Plan described in this Summary Plan Description is the _____.

Plan Administrator - Your Employer is responsible for the day-to-day administration of the Plan unless an appointed Plan Administrator is named below. To assist in operating the Plan efficiently and accurately, your Employer may appoint others to act on its behalf or to perform certain functions. References to Employer in this Summary Plan Description will include any appointed Plan Administrator named below.

Appointed Plan Administrator Name: _____

Business Address: _____

Business Telephone: _____

To assist in operating the Plan efficiently and accurately, your Employer may appoint additional persons or organizations to act on its behalf or to perform certain functions. References to Employer in this Summary Plan Description will include the Plan Administrator named above.

Plan Year - The Plan Year is

- ☐ the 12-month period which is the same as your Employer's tax year.
- ☐ the calendar year.
- ☐ the 52/53 week period ending on the last _____ nearest _____ of each year.
- ☐ other _____

Tax Year End - Your Employer's tax year end is _____.

Taxable Wage Base - The Social Security Administration sets a contribution and benefit base level each year which is referred to as the Taxable Wage Base.