

Qualified Retirement Plan EGTRRA Model Amendment Kit

For use with BISYS' Simplified and Super Simplified 401(k) Plans

INSTRUCTIONS

- Complete and sign the BISYS Adoption Agreement Amendment and file with your other qualified plan documents.
- Review the BISYS Basic Plan Document Amendment and file with your other qualified plan documents.
- Complete the BISYS Summary of Material Modifications and provide each participant a copy. Retain with your other qualified plan documents – and provide a copy to new employees as they become eligible to participate in the plan, along with a copy of the Summary Plan Description.

*The Adoption Agreement Amendment found in this EGTRRA Model Amendment Kit is not necessary for use with BISYS' Super Simplified 401(k) plans.

BISYS Adoption Agreement Amendment

This amendment of the Plan (hereinafter referred to as "the Amendment") is comprised of this Adoption Agreement Amendment and the corresponding Basic Plan Document Amendment and is adopted to reflect certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"). The 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. Except as otherwise provided, the Amendment shall be effective as of the later of the first day of the first Plan Year beginning after December 31, 2001, or the Effective Date of the Plan. The Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of the Amendment.

Employer Information

Name of Adopting Employer _____
 Address _____
 City _____ State _____ Zip _____
 Telephone _____ Adopting Employer's Federal Tax I.D. Number _____
 Name of Plan _____
 Plan Sequence Number _____ Adopting Employer's Fiscal Year End _____

NOTE: Section numbers used below correspond to the Adoption Agreement sections to which the Amendment provisions relate.

SECTION FOUR: VESTING AND FORFEITURES

Vesting Schedule for Matching Contributions: A Participant shall become Vested in his or her Individual Account derived from Matching Contributions, if applicable, made pursuant to Section Three of the Adoption Agreement as follows. *(Select one vesting schedule for Matching Contributions, if applicable.)*

YEARS OF VESTING SERVICE	VESTED PERCENTAGE			
	Option 1 <input type="checkbox"/>	Option 2 <input type="checkbox"/>	Option 3 <input type="checkbox"/>	Option 4 <input type="checkbox"/> <i>(Complete if Chosen)</i>
Less than One	0%	0%	100%	_____ %
1	0%	0%	100%	_____ %
2	0%	20%	100%	_____ % (not less than 20%)
3	100%	40%	100%	_____ % (not less than 40%)
4	100%	60%	100%	_____ % (not less than 60%)
5	100%	80%	100%	_____ % (not less than 80%)
6	100%	100%	100%	_____ % (not less than 100%)
7	100%	100%	100%	_____ % (not less than 100%)

NOTE: *If no option is selected, Option 3 shall be deemed to be selected.*

Signature of Trustee(s)

Name of Trustee _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____
 Signature _____ Title _____
 Name of Trustee _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____
 Signature _____ Title _____

Signature of Employer

- 1. I acknowledge that I have relied upon my own advisors regarding the completion of this Amendment and the legal and tax implications of amending this Plan;**
- 2. I understand that my failure to properly complete this Amendment may result in disqualification of the Plan; and**
- 3. I have received a copy of this Amendment.**

Signature of Adopting Employer _____ Date Signed _____
 Type Name _____ Title _____

NOTE: *In order to obtain reliance with respect to plan qualification, the Employer may be required to apply to the Employee Plans Determinations of the Internal Revenue Service for a determination letter.*

BISYS

Basic Plan Document Amendment

This amendment of the Plan (hereinafter referred to as “the Amendment”) is adopted to reflect certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 (“EGTRRA”). The 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. Except as otherwise provided, the Amendment shall be effective as of the later of the first day of the first Plan Year beginning after December 31, 2001, or the Effective Date of the Plan. The Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of the Amendment.

Note: Section numbers used below correspond to the Basic Plan Document Sections to which the Amendment provisions relate.

DEFINITIONS

Catch-Up Contributions: Catch-Up Contributions means Elective Deferrals made to the Plan pursuant to Section 3 of the Amendment, Section 414(v) of the Code and the applicable regulations and other guidance of general applicability issued thereunder. Unless otherwise indicated in the Adoption Agreement Amendment, Catch-Up Contributions shall be subject to the Matching Contribution formula specified in the Adoption Agreement.

Compensation: The annual Compensation of each Participant taken into account in determining allocations, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. Annual Compensation means Compensation paid during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the Determination Period). The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the Determination Period that begins with or within such calendar year.

Effective Date: This section shall be effective for any Plan Year beginning after December 31, 2001

Key Employee: Key Employee means any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the Determination Date was an officer of the Employer having annual Compensation greater than \$130,000 (as adjusted under Section 416(i)(1) of the Code for Plan Years beginning after December 31, 2002), a five-percent owner of the Employer, or a one-percent owner of the Employer having annual Compensation of more than \$150,000. For this purpose, annual Compensation means Compensation within the meaning of Section 415(c)(3) of the Code. The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

Effective date. This section shall apply for purposes of determining whether the Plan is a Top-Heavy Plan under Section 416(g) of the Code for Plan Years beginning after December 31, 2001, and whether the Plan satisfies the minimum benefit requirements of Section 416(c) of the Code for such years. This section amends Section 7.19 of the Plan.

Eligible Retirement Plan: For purposes of the Direct Rollover provisions of the Plan, the definition of an Eligible Retirement Plan shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a Surviving Spouse, or to a Spouse or former Spouse who is the Alternate Payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Code.

Effective Date: This section shall apply to distributions made after the later of December 31, 2001, or the Effective Date of the Plan.

Eligible Rollover Distributions: For purposes of the Direct Rollover provisions of the Plan, any amount that is distributed on account of hardship shall not be included in the definition of an Eligible Rollover Distribution and the Recipient may not elect to have any portion of such a distribution paid directly to an Eligible Retirement Plan.

For purposes of the Direct Rollover provisions of the Plan, a portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of Nondeductible Employee Contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

Effective Date: This section shall apply to distributions made after the later of December 31, 2001, or the Effective Date of the Plan.

SECTION 3: CONTRIBUTIONS

Part A. Limitations on Contributions:

Except to the extent permitted under Section 3 of the Amendment and Section 414(v) of the Code, if applicable, the Annual Addition that may be contributed or allocated to a Participant's Individual Account under the Plan for any Limitation Year shall not exceed the lesser of

- (a) \$40,000, as adjusted for increases in the cost-of-living under Section 415(d) of the Code, or
- (b) 100 percent of the Participant's Compensation, within the meaning of Section 415(c)(3) of the Code, for the Limitation Year.

The compensation limit referred to in (b) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Section 401(h) or Section 419A(f)(2) of the Code) which is otherwise treated as an Annual Addition.

Effective Date: This section shall be effective for Limitation Years beginning after December 31, 2001.

Part B. Rollovers From Other Plans:

If rollover contributions are otherwise permitted under the Plan, the Plan will accept Participant rollover contributions and/or Direct Rollovers of distributions made after the later of December 31, 2001, or the Effective Date of the Plan, from a qualified plan described in Section 401(a) or 403(a) of the Code (including Nondeductible Employee Contributions), an annuity contract described in Section 403(b) of the Code (excluding Nondeductible Employee Contributions) and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. In addition, if otherwise permitted under the Plan, the Plan will accept rollover contributions of the portion of a distribution from an individual retirement account or annuity described in Section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income.

Applicability and Effective Date: This section shall apply effective the later of January 1, 2002, or the Effective Date of the Plan.

Part C. Repeal of Multiple Use Test:

The multiple use test described in Treasury Regulation Section 1.401(m)-2 and Section 3.14(B)(2) of the Plan shall not apply.

Effective Date: This section shall apply for Plan Years beginning after December 31, 2001.

Part D. Elective Deferrals – General Contribution Limitation:

No Participant shall be permitted to have Elective Deferrals made under this Plan, or any other qualified plan maintained by the Employer during any taxable year, in excess of the dollar limitation contained in Section 402(g) of the Code in effect for such taxable year, except to the extent permitted under Section 3 of the Amendment and Section 414(v) of the Code, if applicable.

Part E. SIMPLE 401(k) Elective Deferrals – Contribution Limitation:

Except to the extent permitted under Section 3 of the Amendment and Section 414(v) of the Code, if applicable, the maximum Elective Deferral contribution that can be made to this Plan is the amount determined under Section 408(p)(2)(A)(ii) of the Code for the Year.

Part F. Catch-Up Contributions:

All Employees who are eligible to make Elective Deferrals under this Plan and who have attained age 50 before the close of the Plan Year shall be eligible to make Catch-up contributions in accordance with, and subject to the limitations of, Section 414(v) of the Code. Such Catch-up contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Sections 402(g) and 415 of the Code. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Section 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416 of the Code, as applicable, by reason of the making of such Catch-up contributions.

Effective Date: This section shall be effective the later of January 1, 2002, or the Effective Date of the Plan.

Part G. Suspension Period Following Hardship Distribution:

A Participant who receives a distribution of Elective Deferrals after December 31, 2001, on account of hardship shall be prohibited from making Elective Deferrals and Nondeductible Employee Contributions under this and all other plans of the Employer for six months after receipt of the distribution. A Participant who receives a distribution of Elective Deferrals in calendar year 2001 on account of hardship shall be prohibited from making Elective Deferrals and Nondeductible Employee Contributions under this and all other plans of the Employer for six months after receipt of the distribution or until January 1, 2002, if later.

SECTION 4: VESTING AND FORFEITURES

Part A. Vesting of Employer Matching Contributions:

A Participant's Individual Account derived from Matching Contributions shall vest as provided by the Employer in the Adoption Agreement Amendment. If the vesting schedule for Matching Contributions in either Option two or Option four of the Adoption Agreement Amendment is elected, the election in Section 7.06(D) of the Plan shall apply.

Effective Date: This section shall apply to all Participants with Individual Accounts derived from Matching Contributions.

Part B. Rollovers Disregarded in Involuntary Cash-Outs:

For purposes of Section 4.01(C) of the Plan, the value of a Participant's Vested Individual Account shall be determined without regard to that portion of the Individual Account that is attributable to rollover contributions (and earnings allocable thereto) within the meaning of Sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16) of the Code. If the value of the Participant's Vested Individual Account as so determined is \$5,000 or less, the Plan shall immediately distribute the Participant's entire Vested Individual Account.

Effective Date: This section shall apply with respect to distributions made after the later of December 31, 2001, or the Effective Date of the Plan, with respect to any Participants who have separated from service.

SECTION 5: DISTRIBUTIONS AND LOANS TO PARTICIPANTS

Part A. Plan Loans for Owner-Employees and Shareholder-Employees:

Plan provisions prohibiting loans to any Owner-Employee or shareholder-employee shall cease to apply.

Effective Date: This section shall be effective for Plan loans made after the later of December 31, 2001, or the Effective Date of the Plan.

Part B. Distribution Upon Severance From Employment:

A Participant's Elective Deferrals, Qualified Nonelective Contributions, Qualified Matching Contributions, and earnings attributable to these contributions shall be distributed on account of the Participant's severance from employment, regardless of when the severance from employment occurred. However, such a distribution shall be subject to the other provisions of the Plan regarding distributions, other than provisions that require a separation from service before such amounts may be distributed.

Applicability and Effective Date: This section shall apply for distributions and severances from employment occurring after the later of December 31, 2001, or the Effective Date of the Plan.

SECTION 7: MISCELLANEOUS

Part A. Top-Heavy Rules: Present Value

This paragraph shall apply for purposes of determining the Present Values of accrued benefits and the amounts of account balances of Employees as of the Determination Date. The Present Values of accrued benefits and the amounts of account balances of an Employee as of the Determination Date shall be increased by the distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under Section 416(g)(2) of the Code during the one-year period ending on the Determination Date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for a reason other than separation from service, death, or Disability, this provision shall be applied by substituting "five-year period" for "one-year period." The accrued benefits and accounts of any individual who has not performed services for the Employer during the one-year period ending on the Determination Date shall not be taken into account.

Matching Contributions shall be taken into account for purposes of satisfying the minimum contribution requirements of Section 416(c)(2) of the Code and the Plan. The preceding sentence shall apply with respect to Matching Contributions under the Plan or, if the Plan provides that the minimum contribution requirement shall be met in another plan, such other plan. Matching Contributions that are used to satisfy the minimum contribution requirements shall be treated as Matching Contributions for purposes of the Average Contribution Percentage test and other requirements of Section 401(m) of the Code.

The Employer may provide in the Adoption Agreement that the minimum benefit requirement shall be met in another plan (including another plan that consists solely of a cash or deferred arrangement which meets the requirements of Section 401(k)(12) of the Code and Matching Contributions with respect to which the requirements of Section 401(m)(11) of the Code are met.

Effective Date: This section shall apply for purposes of determining whether the Plan is a Top-Heavy Plan under Section 416(g) of the Code for Plan Years beginning after December 31, 2001, and whether the Plan satisfies the minimum benefit requirements of Section 416(c) of the Code for such years. This section amends Section 7.19 of the Plan.

Part B. Top-Heavy Rules: Safe Harbor CODA

The top-heavy requirements of Section 416 of the Code and Section 7.19 of the Plan shall not apply in any year in which the Plan consists solely of a cash or deferred arrangement which meets the requirements of Section 401(k)(12) of the Code and Matching Contributions with respect to which the requirements of Section 401(m)(11) of the Code are met.

Effective Date: This section shall apply for years beginning after December 31, 2001.

ECONOMIC GROWTH AND TAX RELIEF RECONCILIATION ACT OF 2001 (EGTRRA)

SUMMARY OF MATERIAL MODIFICATIONS

Name of Plan _____

Name of Adopting Employer _____

Plan Sequence Number _____ Plan Year End _____

The purpose of this document is to update your Summary Plan Description (SPD) regarding several provisions. This document is very important and should be maintained with your SPD. Unless otherwise noted, the effective date of the amendment is the later of the first day of the first Plan Year beginning after December 31, 2001, or the effective date of the Plan. The following sections of your SPD are amended to read as follows:

DEFINITIONS

Catch-Up Contributions

Additional Elective Deferrals, not to exceed the applicable dollar amount for a given year, made under this Plan by Participants who attain age 50 before the close of the Plan Year.

Direct Rollover

A way of rolling over an Eligible Rollover Distribution from a qualified plan directly to an Eligible Retirement Plan thereby avoiding federal income tax withholding.

Eligible Retirement Plan

An eligible 457(b) plan maintained by a state governmental entity, a Traditional IRA, a qualified retirement plan, a qualified annuity plan and a 403(b) plan.

Eligible Rollover Distribution

Any distribution to your credit that does not include the following: any distribution that is one of a series of substantially equal periodic payments; required minimum distributions; and hardship distributions. In addition, an Eligible Rollover Distribution includes a Direct Rollover of Nondeductible Employee Contributions made to a Traditional IRA or qualified retirement plan, if those amounts are separately accounted for in the receiving plan.

Key Employee

An Employee who at any time during the Plan Year is an officer of the employer having annual compensation greater than \$130,000 (indexed); a five-percent owner of the company; or a one-percent owner of the company with annual compensation exceeding \$150,000.

Nondeductible Employee Contributions

Any contribution that you make to a plan on an after-tax basis. These contributions may only be made to 401(k) plans and certain 403(b) plans.

PLAN FUNDING AND ADMINISTRATION

What is meant by my Compensation?

The definition of Compensation for Plan purposes can vary for many reasons. For example, federal law may require use of one definition of Compensation for nondiscrimination testing and another for contribution allocation purposes.

In general, the amount of your earnings from your Employer taken into account under the Plan is all earnings reported to you on Form W-2. In the event your Compensation exceeds \$200,000 (indexed) per year, only the first \$200,000 will be counted as Compensation under the Plan. This \$200,000 cap will be adjusted periodically by the Internal Revenue Service (IRS) for increases in cost-of-living. See your Plan Administrator for the current year's limit on Compensation. Refer to your SPD to determine whether a more specific definition of Compensation is provided under the Plan.

Rollover/Transfer Contributions

If rollover contributions are permitted under the Plan, the Plan may accept rollover contributions and/or Direct Rollovers of distributions made after the later of December 31, 2001, or the effective date of the Plan, from an Eligible Retirement Plan. Nondeductible Employee Contributions may be directly rolled into the Plan from another qualified retirement plan, however not from a 403(b) plan. Rollover contributions from a Traditional IRA are limited to pre-tax contributions.

Limitations on Contributions and Allocations

Do any limits apply to the amount that may be allocated to my Individual Account for any Plan Year?

Yes. The amount which may be allocated to your Individual Account for any year is subject to Internal Revenue Code provisions limiting your allocation amount to the lesser of \$40,000 (indexed) or 100% of your Compensation paid to you by your Employer for a given year. The \$40,000 limit will be adjusted periodically by the IRS for increases in the cost-of-living. See your Plan Administrator for the current year's limit.

Contributions to 401(k) Plans

You are generally allowed to make before-tax contributions called Elective Deferrals to the Plan through payroll deduction. In addition, you may be permitted to make a one-time, irrevocable election to make before-tax contributions which are not considered Elective Deferrals. Finally, your Employer may also make various contributions to the Plan on your behalf. These may include the following.

- **Matching Contributions** These contributions are made based on a percentage of your Elective Deferrals including Catch-Up Contributions and/or Nondeductible Employee Contributions you make to the Plan.
- **Employer Profit Sharing Contributions** These contributions are discretionary. Your entitlement to an Employer Profit Sharing Contribution is not dependent upon making Elective Deferrals.
- **Nonelective Contributions** These contributions may be made by your Employer in lieu of Matching Contributions. Nonelective Contributions may only be made as Safe Harbor CODA Contributions or to SIMPLE 401(k) Plans.

- **Qualified Nonelective Contributions and Qualified Matching Contributions** These contributions may be made by your Employer to satisfy special nondiscrimination rules which apply to the Plan. These contributions are fully vested when made and are subject to the same restrictions on withdrawals applicable to Elective Deferrals. These types of contributions are available under a 401(k) Plan, at the Employer's discretion.
- **Nondeductible Employee Contributions** Some 401(k) plans allow Participants to make after-tax contributions to the Plan which accrue earnings on a tax-deferred basis. These contributions are called Nondeductible Employee Contributions.

Refer to your SPD to determine the kinds of contributions available under your Plan.

Elective Deferrals

How much may I defer into the 401(k) plan?

If you have met the eligibility requirements for making Elective Deferrals, your deferral contributions to this and any other qualified plans maintained by the Employer, may not exceed the following amount for each year:

- \$11,000 for 2002
- \$12,000 for 2003
- \$13,000 for 2004
- \$14,000 for 2005
- \$15,000 for 2006 and thereafter

These amounts are indexed for cost-of-living adjustments and may be adjusted in increments of \$500 beginning after 2006.

Are Catch-Up Contributions available under your Plan?

All Employees who are eligible to make Elective Deferrals under your Plan and who have attained age 50 before the close of the Plan Year are eligible to make Catch-Up Contributions, not to exceed the applicable dollar amount for the year. In addition, certain limits, as required by law, must be met prior to being eligible to make a Catch-Up Contribution. See your Plan Administrator for additional information.

Matching Contributions

Your Plan may provide for Matching Contributions. If so, your SPD provides specific information about Matching Contributions unique to your Plan.

What must I do to share in an Employer Matching Contribution?

You may receive Matching Contributions if you put Elective Deferrals, Catch-Up Contributions, and/or Nondeductible Employee Contributions into the Plan.

To share in the Matching Contribution, you must be a Participant in the Plan. Some plans require that you work a minimum number of hours to share in the Matching Contribution. Refer to your SPD to determine if an hourly requirement applies to your Plan.

A nonstandardized plan may require you to be working for the Employer on the last day of the Plan Year to share in the Matching Contribution. Refer to your SPD to determine if this requirement applies to your Plan.

Plans may waive hourly and/or last day requirements under certain circumstances such as death, disability, etc. Refer to your SPD to determine if and when such requirements are waived.

The amount of your Matching Contribution will be based upon the formula described in your SPD.

EXAMPLE: Your annual Compensation is \$15,000. You agree to make an Elective Deferral of 10% of your Compensation. Under the terms of the Plan, assume your Employer has selected a Matching Contribution formula that will match your Elective Deferrals on the basis of 50 cents for each dollar you contribute. Your Elective Deferral will be \$1,500 for the Plan Year and the Matching Contribution will be \$750.

Are highly compensated Participants eligible to receive Matching Contributions?

Yes. However, additional limitations may exist on the Matching Contribution amounts. The Internal Revenue Code and tax rules define highly compensated employee for these purposes. If these limits apply to you, your Plan Administrator will provide additional information about them. The additional limitations described above do not apply to SIMPLE 401(k) plans.

DISTRIBUTION OF BENEFITS AND VESTING

Which vesting schedule will be used to determine my vested benefit?

You will become vested according to the vesting schedule(s) disclosed in your SPD and this Summary of Material Modification.

Your Plan may provide for Matching Contributions. If so, your SPD provides specific information about Matching Contributions unique to your Plan.

The vesting schedule below applies to your Matching Contributions.

YEARS OF VESTING SERVICE	VESTED PERCENTAGE			
	Option 1 <input type="checkbox"/>	Option 2 <input type="checkbox"/>	Option 3 <input type="checkbox"/>	Option 4 <input type="checkbox"/>
Less than One	0%	0%	100%	_____ %
1	0%	0%	100%	_____ %
2	0%	20%	100%	_____ % (not less than 20%)
3	100%	40%	100%	_____ % (not less than 40%)
4	100%	60%	100%	_____ % (not less than 60%)
5	100%	80%	100%	_____ % (not less than 80%)
6	100%	100%	100%	_____ % (not less than 100%)
7	100%	100%	100%	_____ % (not less than 100%)

NOTE: If no option is selected, Option 3 shall be deemed to be selected.

Vesting Schedule for Top-Heavy Plans

A top-heavy plan is one in which more than 60% of the value of the Plan assets is credited to the accounts of certain officers, shareholders and highly paid Participants. These individuals are called Key Employees.

The top-heavy vesting schedule will not apply if the vesting schedule selected by your Employer provides for faster vesting. For example, if the Employer has selected the 100% vesting schedule (under which all Participants are 100% vested at all times) and the Plan becomes top heavy, that vesting schedule selected by your Employer will remain in effect because it provides for more rapid vesting.

Refer to your SPD to determine the top-heavy vesting schedule.

NOTE: The top-heavy requirements do not apply to SIMPLE 401(k) plans and Safe Harbor CODA plans.

When may I withdraw money from the Plan?

Certain events must occur before you may withdraw money from the Plan. Benefits may be withdrawn if any of the following occur:

Termination of employment after attaining Normal Retirement Age

Normal Retirement Age under the Plan is specified in your SPD.

Termination of employment after satisfying any Early Retirement Age Requirement

The Early Retirement Age conditions, if any, are specified in your SPD.

Termination of the Plan by your Employer

If your Plan is a 401(k) plan, there are several other circumstances under which you may withdraw Elective Deferrals. Your Plan may also allow you to take Elective Deferrals out of the Plan upon attainment of age 59½ or if you have a severe financial hardship. Generally, the only financial needs that are considered to meet the financial hardship requirements are deductible medical expenses for you or your immediate family, purchase of your principal residence, payment of tuition and related educational fees for the next 12 months of post-secondary education for you or your immediate family, or to prevent eviction from your home or foreclosure upon your principal residence. Check with your Plan Administrator to determine if any other financial needs meet the financial hardship requirements under your Plan. A hardship distribution can not exceed the amount of your immediate and heavy financial need. You must have obtained all distributions and all nontaxable loans from all Plans maintained by your Employer prior to qualifying for a hardship distribution. Your Elective Deferrals (and Nondeductible Employee Contributions, if applicable) will be suspended for 6 months after receipt of a hardship distribution. If you receive a hardship distribution of Elective Deferrals in calendar year 2001, you are prohibited from making Elective Deferrals (and Nondeductible Employee Contributions, if applicable) for 6 months after receipt of the hardship distribution or until January 1, 2002, if later. Hardship distributions are subjected to a 10% penalty tax if received before you reach age 59½. Refer to your SPD to determine if you may take distributions of Elective Deferrals in any of the preceding circumstances.

NOTE: Nonelective and basic or enhanced matching contributions under the Safe Harbor CODA Contribution provisions are subject to the same distribution restrictions as Elective Deferrals except the Safe Harbor CODA Contributions specified here may not be distributed under the hardship distribution provisions.

How will my benefits be paid to me?

- A. Payments from the Plan that are Eligible Rollover Distributions may be taken in two ways. You may have all or any portion of your Eligible Rollover Distribution either (1) paid in a Direct Rollover to an Eligible Retirement Plan or (2) paid to you. If you choose to have your Plan benefits paid to you, you will receive only 80% of the payment, because the Plan Administrator is required to withhold 20% of the payment and send it to the IRS as income tax withholding to be credited against your taxes.
- B. If your vested Individual Account (i.e., the amount of money in the Plan you are entitled to) is no more than \$5,000, your benefits will be paid either directly to you or as a Direct Rollover to a Traditional IRA, in a single payment. When determining the vested value of your Individual Account, rollover contributions will be disregarded for this purpose effective the later of January 1, 2002, or the effective date of the Plan.

Once I become eligible to receive benefits, when will they be distributed to me?

If you terminate employment and the value of your Individual Account (disregarding rollover contributions, with respect to distributions made after the later of December 31, 2001, or the effective date of the Plan) is no more than \$5,000, the Plan Administrator will direct that your benefits be paid as soon as administratively practicable after you become eligible to receive them.

If the value of your Individual Account is more than \$5,000, your benefits will not be paid until you submit a request to the Plan Administrator for payment. The Plan Administrator will provide you with the proper request forms. Once you have returned the completed request to the Plan Administrator, payment will be made as soon as administratively practicable after the Plan Administrator received your request.