

PROFIT SHARING ADOPTION AGREEMENT
FOR
PROTOTYPE PAIRED DEFINED CONTRIBUTION PLAN #01
SPONSORED BY
T. ROWE PRICE TRUST COMPANY

Adoption Agreement #001

This is the Profit Sharing Adoption Agreement for paired defined contribution plan #001 of basic plan document #01, which is a combined prototype profit sharing/money purchase pension defined contribution plan. This Adoption Agreement may be adopted either singly or in combination with paired defined contribution plan #002, a prototype money purchase pension plan.

NOTE: Before executing this Adoption Agreement, the Employer should consult with a tax advisor or attorney. The paired prototype profit sharing/money purchase pension plan may not meet the Employer's requirements for continued plan qualification. In addition, failure to properly complete this Adoption Agreement may result in Plan disqualification.

The Employer hereby establishes a profit sharing plan and a trust upon the respective terms and conditions contained in the prototype paired defined contribution plan (the "Plan") and the Trust Agreement annexed hereto and appoints as Trustee of such trust the person(s) who have executed this Adoption Agreement evidencing their acceptance of such appointment. The Plan and the Trust Agreement shall be supplemented and modified by the terms and conditions contained in this Adoption Agreement and shall be effective on the Effective Date, as specified herein, except as otherwise provided in the Plan and the Trust Agreement.

If the Employer has notified T. Rowe Price Trust Company it has adopted the Plan, T. Rowe Price Trust Company will inform the Employer of any amendments made to the Plan or the discontinuance or abandonment of the Plan.

I. SPONSOR DATA

T. Rowe Price Trust Company
100 East Pratt Street
Baltimore, Maryland 21202
1-800-638-3804

II. EMPLOYER DATA

A. _____
Name of Employer (Please print complete, legal name of business. If none, print your full name.)

B. _____
Employer Tax Identification Number (TIN)

C. _____
Employer Address

D. (_____) _____
Employer Telephone Number

E. _____
Name of Plan (Please print complete plan name.)

F. _____
Employer's Taxable Year End

G. _____
Plan Year End

H. _____
Limitation Year, if different from Plan Year above.

I. The Employer is: A corporate entity
 A noncorporate entity
 A corporation electing to be taxed under Subchapter S

J. If this is a new plan, complete the following:

Effective Date (Month/Day/Year).

K. If this is an amendment of an existing plan, complete the following:
1. _____
Initial Effective Date of Existing Plan (Month/Day/Year)

2. Complete a or b
a. If the Plan is being amended to comply with EGTRRA (the 2001 law change that requires plan amendments):

Effective Date of Amendment (Month/Day/Year). (If the Plan's initial effective date was before January 1, 2002, enter the first day of the Plan Year in 2002. If the Plan's initial effective date was after December 31, 2001, enter the Plan's initial effective date.)

b. If the Plan is not being amended to comply with EGTRRA (for instance, because the Plan has already been amended to comply with EGTRRA):

Effective Date of Amendment (Month/Day/Year) (Enter the first day of the Plan Year in which the amendment is being made.)

Note: No Effective Date in section J or K above supersedes any provision of the Plan document or Trust Agreement to the contrary. See, e.g., Trust Agreement Section 1.1.

III. ELIGIBILITY

A. Employees shall be eligible to participate in the Plan upon completion of the eligibility requirements (complete 1 and 2) (Plan Section 3.1):

1. Years of Eligibility Service. The Employee must complete (check one box):

One Year of Eligibility Service.

_____ Years of Eligibility Service. [You can require less than or more than one Year of Eligibility Service, but not more than two. If you select more than one Year of Eligibility Service, the Employee must be 100% vested once he becomes eligible, and you must select vesting schedule B in Article XI of this Adoption Agreement. If the Year of Eligibility Service is or includes a fractional year, an Employee will not be required to complete any specified number of Hours of Service (section IV.A of this Adoption Agreement) to receive credit for such fractional year.]

2. Age. The Employee must attain age _____ (not greater than age 21).

B. If selected by the Employer, the following Employees will not be eligible to participate in the Plan (Plan Section 3.1):

Union Employees. Employees included in a unit of employees covered by a collective bargaining agreement between the Employer and Employee representatives (as defined in Section 3.1(b)(i) of the Plan), if retirement benefits were the subject of good faith bargaining and if two percent or less of the Employees who are covered pursuant to that agreement are professionals as defined in section 1.410(b)-9 of the regulations. For this purpose, the term “employee representatives” does not include any organization more than half of whose members are Employees who are owners, officers, or executives of the Employer.

Nonresident Aliens. Employees who are nonresident aliens (within the meaning of section 7701(b)(1)(B) of the Code) and who receive no earned income from the Employer which constitutes income from sources within the United States (within the meaning of section 861(a)(3) of the Code).

Merger/Acquisition Employees. Employees who become employees as the result of a “section 410(b)(6)(C) transaction.” These employees will be excluded during the period beginning on the date of the transaction and ending on the last day of the first plan year beginning after the date of the transaction. A “section 410(b)(6)(C) transaction” is an asset or stock

acquisition, merger or similar transaction involving a change in the employer of the employees of a trade or business.

For purposes of this Article III, the term "Employee" includes all employees of this Employer or any employer aggregated with this Employer under Code sections 414(b), (c) or (m) or (o) and individuals who are Leased Employees required to be considered Employees of any such employer under Code section 414(n) or (o).

IV. CREDITED SERVICE FOR PARTICIPATION AND VESTING

- A. The Plan provides that a Year of Eligibility Service and a Year of Vesting Service require at least 1,000 Hours of Service during the appropriate measuring period for each. If a lower number of hours is desired, state the number here: ____ (Plan Sections 2.40 and 2.41).

NOTE: Whether a Participant completes a Year of Eligibility Service matters for purposes of the Participant's eligibility to participate in the Plan. Whether a Participant completes a Year of Eligibility Service does not matter for purposes of determining a Participant's eligibility for an allocation of contributions.

- B. The Plan permits Hours of Service to be determined by the use of service equivalencies under one of the methods selected below (choose one method) (Plan Section 2.17):

1. On the basis of actual hours for which an Employee is paid or entitled to payment.
2. On the basis of days worked. An Employee will be credited with ten Hours of Service if under Plan Section 2.17 such Employee would be credited with at least one Hour of Service during the day.
3. On the basis of weeks worked. An Employee will be credited with forty-five Hours of Service if under Plan Section 2.17 such Employee would be credited with at least one Hour of Service during the week.
4. On the basis of semimonthly payroll periods. An Employee will be credited with ninety-five Hours of Service if under Plan Section 2.17 such Employee would be credited with at least one Hour of Service during the semimonthly payroll period.

- or -

5. On the basis of months worked. An Employee will be credited with one hundred ninety Hours of Service if under Plan Section 2.17 such Employee would be credited with at least one Hour of Service during the month.

- C. Service with a predecessor employer (choose 1 or 2) (Plan Sections 3.3 and 8.5):

1. No credit will be given for service with a predecessor employer.

- or -

2. Credit will be given for service with the following predecessor employer(s):

NOTE: If this is a continuation of a predecessor plan, service under the predecessor plan must always be counted. If this is not a continuation of a predecessor plan, service with a predecessor employer must be limited in accordance with the provisions of regulation section 1.401(a)(4)-5(a)(3).

V. COMPENSATION

For purposes of the Plan, Compensation (choose A or B) (Plan Section 2.7):

A. shall include

- or -

B. shall not include

Employer Contributions made pursuant to a salary reduction agreement which are not includable in the gross income of the Employee under Code sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B) or 403(b).

VI. ROLLOVERS FROM OTHER PLANS (Plan Section 4.4)

A. Rollovers (choose 1 or 2)

1. The Plan does not accept any type of rollover. (If this option is selected, skip to B below.)

2. The Plan will accept Participant rollover contributions and/or direct rollovers of distributions made after December 31, 2001, from the types of plans specified below beginning on the effective date specified in B, below. (Complete a, b and c below)

a. Direct Rollovers (rollovers made directly from another plan) (choose i or ii)

i. No, the Plan will not accept a direct rollover of an eligible rollover distribution from any type of plan.

ii. Yes, the Plan will accept a direct rollover of an eligible rollover distribution from (check each one that applies):

a qualified plan described in Code section 401(a) or 403(a), excluding after-tax employee contributions.

an annuity contract described in Code section 403(b), excluding after-tax employee contributions.

an eligible plan under Code section 457(b) 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.

b. Indirect Rollovers (Participant rollover contributions from other plans) (choose i or ii)

i. No, the Plan will not accept a Participant indirect rollover contribution of an eligible rollover distribution from any type of plan.

ii. Yes, the Plan will accept a participant indirect rollover contribution of an eligible rollover distribution from (check each one that applies):

a qualified plan described in Code section 401(a) or 403(a), excluding after-tax contributions.

an annuity contract described in Code section 403(b), excluding after-tax contributions.

an eligible plan under Code section 457(b) which is maintained by a state, a political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

Note: Under EGTRRA, indirect rollovers from a plan cannot include after-tax employee contributions.

c. Participant Rollover Contributions from Traditional IRAs

The Plan (choose one):

will

will not

accept a Participant rollover contribution of the portion of a distribution from an individual retirement account or annuity described in Code section 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income.

NOTE: Under EGTRRA, contributory and conduit Traditional IRAs may be rolled over to a qualified 401(a) plan; however, nondeductible contributions and after-tax contributions in a Traditional IRA are not eligible for rollover to a qualified 401(a) plan.

- B. Effective Date of Rollover Provision. The foregoing rollover elections shall be effective _____ (enter a date no earlier than January 1, 2002, or if later, the initial effective date of the Plan).

VII. EMPLOYER CONTRIBUTIONS

Contribution Formula (Plan Section 4.1(b)) (choose A or B)

A. A discretionary amount determined by the Employer.

- or -

B. _____% (no more than 25%) of each eligible Participant's Compensation, plus any discretionary amount determined by the Employer.

NOTE: Contributions are subject to maximum limitations on contributions as provided in the Plan and the Internal Revenue Code. In no event may the aggregate Employer Contribution for a Plan Year exceed 25% of the aggregate Compensation of all Participants for the year. Additional limitations are included in the Plan where the Employer also sponsors another qualified retirement plan. In general, an individual Participant's Plan Year limit on allocations (both contributions and forfeitures) to all defined contribution plans maintained by the Employer is generally the lesser of 100% of Compensation or \$40,000. (\$40,000 is the dollar limit for 2002; this amount may be increased for inflation in later years.)

VIII. ALLOCATION OF EMPLOYER CONTRIBUTIONS

A. Formula – Choose 1 or 2 (Plan Section 5.3(b)). NOTE: If you provide for hardship withdrawals, you must use Formula 1.

1. Nonintegrated Plan – Employer contributions shall be allocated to the accounts of all eligible Participants prorata based upon their Compensation.

- or -

2. Integrated Plan – Employer contributions and forfeitures shall be integrated with Social Security and allocated in accordance with the provisions of Plan Section 5.3(b). The Plan’s Integration Level shall be (choose a, b or c):

a. Taxable Wage Base. (The contribution and benefit base under section 230 of the Social Security Act at the beginning of the Plan Year).

b. \$_____ (a dollar amount not to exceed the Taxable Wage Base).

- or -

c. _____% of the Taxable Wage Base (not to exceed 100%).

NOTE: If you maintain any other plan in addition to this Plan, only one plan may be integrated with Social Security.

B. Contribution Eligibility (Plan Section 4.1(c)):

The Plan provides that all Participants will share in the allocation of Employer Contributions for the Plan Year, except the following (if elected):

Participants (other than Participants who die, retire or become Totally and Permanently Disabled) who terminate employment during the Plan Year with not more than 500 Hours of Service and who are not Employees as of the last day of the Plan Year. If a fewer number of hours than 500 is desired, state the number here: _____.

IX. INVESTMENT CHOICES

Choose A or B.

A. Investment of Trust assets may be selected only from Shares or other investments offered by T. Rowe Price Trust Company and its affiliates.

- B. 50% of the Trust assets must be invested in Shares or other investments offered by T. Rowe Price Trust Company and its affiliates with the remainder in such other investments as may be acceptable within the discretion of the Trustee.

T. Rowe Price Trust Company may impose additional limitations relating to the type of permissible investment in the Trust (Plan Section 7.4).

NOTE: If the Employer selects option B, T. Rowe Price Trust Company will not be Trustee of the Plan. If the Employer selects option A and the Employer or Plan Administrator allows Plan investment choices to be made in T. Rowe Price Brokerage, T. Rowe Price Trust Company will not be Trustee of the Plan.

X. INVESTMENT AUTHORITY

- A. Contributions to the Plan shall be invested by the Trustee in accordance with instructions of the Employer or Plan Administrator except that (choose 1, 2 or 3) (Plan Section 7.2):

1. No exceptions; the Employer or Plan Administrator shall make all investment selections.
2. The Employer delegates all investment responsibility to the Trustee. (This option **MUST NOT** be selected if T. Rowe Price Trust Company is to be appointed as Trustee).

- or -

3. Each Participant may, shall direct that:
- a. Amounts voluntarily contributed by such Participant pursuant to Plan Section 4.3, rollover contributions pursuant to Plan Section 4.4 and direct transfers pursuant to Plan Section 4.5, if any,

- and/or -

- b. Employer Contributions on the Participant's behalf

shall be invested in investments offered by the Sponsor which are designated as Plan investment options by the Employer or Plan Administrator from time to time. Participants may make or change such directions by giving advance written notice to the Plan Administrator. Reasonable restrictions may be imposed on this privilege by the Plan Administrator or T. Rowe Price Trust Company for purposes of administrative convenience.

- B. Life Insurance (choose 1 or 2) (Plan Section 7.3):

1. The Plan does not permit the purchase of life insurance contracts.

- or -

2. The Plan permits a Participant to invest a portion of his or her Account in life insurance contracts. (This option MUST NOT be selected if T. Rowe Price Trust Company is appointed as Trustee).

The maximum percentage of the Employer Contributions which may be applied to purchase life insurance contracts shall be equal to _____%

NOTE: Plan Section 7.3(d) provides certain limits on the amount of Employer Contributions that can be applied to pay premiums for life insurance contracts.

XI. VESTING

A Participant's Employer Contribution subaccount will become vested if the Participant terminates employment for any reason other than retirement, death or total and permanent disability pursuant to the following schedule (choose A, B, C or D) (Plan Section 8.3):

A.

<u>Years of Vesting Service</u>	<u>Vested Percentage</u>
1 year	0%
2 years	20%
3 years	40%
4 years	60%
5 years	80%
6 or more years	100%

B. 100% vesting immediately after satisfaction of the eligibility requirements.

NOTE: If a service requirement greater than one year is chosen for eligibility in section III.A.1 of this Adoption Agreement, vesting schedule B must be chosen.

C.

<u>Years of Vesting Service</u>	<u>Vested Percentage</u>
1 year	_____
2 years	_____ (No less than 20%)
3 years	_____ (No less than 40%)
4 years	_____ (No less than 60%)
5 years	_____ (No less than 80%)
6 or more years	100%

D. 100% vesting after _____ (not to exceed three) Years of Vesting Service.

XII. OPTIONAL FEATURES

A. Hardship Withdrawals (choose 1 or 2) (Plan Section 11.2):

1. The Plan permits hardship withdrawals.

- or -

2. The Plan does not permit hardship withdrawals.

NOTE: The Plan may not provide hardship withdrawals if integration with Social Security is elected in section VIII.A.2.

B. Loans (choose 1 or 2) (Plan Article XII):

1. The Plan permits loans to Participants.

- or -

2. The Plan does not permit loans to Participants.

NOTE: If Plan loans are permitted, the Trustee named in this Adoption Agreement may not be T. Rowe Price Trust Company.

XIII. DISTRIBUTIONS

A. Normal Retirement Age is (choose and complete 1 or 2) (Plan Section 2.25):

1. The date a Participant reaches age _____ (not more than 65 nor less than 55). If no age is indicated, normal retirement age shall be 65.

- or -

2. The later of age _____ (not more than 65 nor less than 55) and the _____ (not more than 5th anniversary) of the day the Participant commenced participation in the Plan. The participation commencement date is the first day of the first Plan Year in which the Participant commenced participation in the Plan.

B. Early Retirement Date (choose 1 or 2) (Plan Section 2.8):

1. Early Retirement Date is the first day of the month coincident with or next following the date upon which a Participant reaches age _____ (not less than 55) and completes _____ Years of Vesting Service (not more than 15).

- or -

2. Early Retirement will not be permitted under the Plan.

XIV. TREATMENT OF ROLLOVER SUBACCOUNTS IN APPLICATION OF INVOLUNTARY CASH-OUT PROVISIONS

The Plan provides that a Participant's rollover subaccount is included in determining the value of the Participant's nonforfeitable account balance for purposes of the Plan's involuntary cash-out rules, unless the Employer elects the following (Plan Section 10.6(d)(ii)):

- The Plan will exclude a Participant's rollover subaccount in determining the value of the Participant's nonforfeitable account balance for purposes of the Plan's involuntary cash-out rules. This election shall apply with respect to distributions made after _____ (enter a date no earlier than December 31, 2001, or if later, the initial effective date of the Plan) regardless of the date a Participant separated from service.

Note: The election above may not be made if any portion of the Plan is subject to the joint and survivor annuity requirements of Code sections 401(a)(11) and 417.

XV. REQUIRED MINIMUM DISTRIBUTIONS

- A. Required Beginning Date. The Plan provides that any Participant other than a Five Percent Owner working for the Employer who reached age 70½ in years prior to 1997 may elect to stop his minimum required distributions and restart distributions by the April 1 of the year after the year in which he retires from the Employer. When the Participant's benefits restart, there will be a new annuity starting date unless the following is elected (Plan Section 10.12(e)(v)(B)):

- There will not be a new annuity starting date when benefits restart after retirement.

- B. 2002 Calendar Year. The Plan provides that required minimum distributions for calendar year 2002 were made pursuant to the proposed regulations under Code section 401(a)(9) published in the Federal Register on January 17, 2001 (the "2001 Proposed Regulations"), unless the Employer specifies in this Adoption Agreement that an alternative method was used for calendar year 2002.

If the Plan was in existence before 2003 and required minimum distributions were not made pursuant to the 2001 Proposed Regulations, complete a or b below to reflect the operation of the Plan for calendar year 2002. (Plan Section 10.12(g))

Note: The immediately preceding version of this prototype document used the 2001 Proposed Regulations for calendar year 2002. Therefore, any employer that used this prototype document in 2002 does not need to make an election below unless the employer specifically elected to use a method other than the 2001 Proposed Regulations for calendar year 2002.

- 1. The proposed regulations under Code section 401(a)(9) published in the Federal Register on July 27, 1987 (the “1987 Proposed Regulations”).
- 2. The final and temporary regulations under Code section 401(a)(9) published in the Federal Register on April 17, 2002 (the “Final and Temporary Regulations”).

XVI. ADMINISTRATION

A. The Plan Administrator of the Plan will be (choose 1, 2, 3 or 4) (Plan Sections 2.29 and 13.4):

- 1. The Trustee

NOTE: If the Trustee designated in section XVII of this Adoption Agreement is T. Rowe Price Trust Company, the Trustee may not be appointed as Plan Administrator.

- 2. The Employer
- 3. An individual Plan Administrator designated by the Employer

Name

Address

- or -

- 4. A committee of two or more Employees designated by the Employer:

Name & Title

Signature

Name & Title

Signature

Name & Title

Signature

NOTE: If no Plan Administrator has been designated or is serving at any time, the Employer will be deemed to be the Plan Administrator (Plan Section 13.4).

- B. The Plan Administrator (including all members of a committee, if a committee is name) is a Named Fiduciary for the Plan. If other persons are also to be Named Fiduciaries, their names and addresses are:

Name

Address

Name

Address

Name

Address

- C. The Named Fiduciaries have all of the powers set forth in the Plan. If any powers or duties are to be allocated among them, or delegated to third parties, indicate below what the powers or duties are and to whom they are to be delegated (Plan Section 13.3):

XVII. THE TRUSTEE

Choose A or B.

- A. The Employer hereby appoints the following to serve as Trustee (Plan Section 2.38):

Name

Address

Dated: _____

(Signature of) Trustee

Name

Address

Dated: _____

(Signature of) Trustee

Name

Address

Dated: _____

(Signature of) Trustee

- B. The Employer hereby appoints T. Rowe Price Trust Company to serve as Trustee:

T. Rowe Price Trust Company
100 East Pratt Street
Baltimore, Maryland 21202

NOTE: T. Rowe Price Trust Company WILL NOT be Trustee if (a) the Trustee has investment discretion over Plan assets (see section X.A.2. of this Adoption Agreement), (b) all Plan assets are not invested at T. Rowe Price, (c) T. Rowe Price Brokerage is selected as

a Plan investment option, (d) the Plan allows loans to Participants, or (e) Participants may invest in insurance contracts.

Dated: _____

By: _____
Signature of T. Rowe Price Trust Company

Printed Name and Title

XVIII. EMPLOYER SIGNATURE

The Employer acknowledges receipt of the current prospectus of each of the T. Rowe Price investment companies designated by the Employer for its initial investments under the Plan and represents that it has delivered a copy thereof to each Participant in the Plan, and that it will deliver to each Participant making contributions and each new Participant a copy of the then current prospectus of such investment companies. The Employer further represents that the information in this Adoption Agreement shall become effective only when signed by the Employer. The right to reject this Adoption Agreement for any reason is reserved by the Sponsor.

This Adoption Agreement must be used only in conjunction with basic plan document #01.

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 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 (other than paired plan #001) may not rely on the opinion letter issued by the National Office of 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.

IN WITNESS WHEREOF, the Employer has caused this Adoption Agreement to be executed by its duly authorized officer this day of _____, 20____.

Name of Employer (Please print)

By: _____
Authorized Signature for Employer

16 Name and Title (Please print)



Name and Title (Please print)