
**MANULIFE FINANCIAL
DEFINED CONTRIBUTION PENSION PLAN
FOR GOVERNMENTAL EMPLOYEES**

Adoption Agreement

This Adoption Agreement is executed by and between Charter Township of Clinton ("Employer") and The Manufacturers Life Insurance Company (U.S.A.) ("Insurer"), in accordance with the provisions of the Manulife Financial Defined Contribution Pension Plan for Governmental Employees ("Manulife Plan"). The Employer hereby adopts and agrees to be bound by all of the terms of the Manulife Plan and provides the following information and makes the following elections under the Manulife Plan for its Plan, which, if so elected below, is intended to qualify as a "retirement system" for purposes of federal tax law and thereby serve as a substitute for Social Security for participating employees.

1. EMPLOYER AND PLAN INFORMATION.

- (a) Employer Name: Charter Township of Clinton
- (b) Employer Address: 40700 Romeo Plank Road
Clinton Township, MI 48038
- (c) Employer Telephone Number: (586)-286-9422
- (d) Employer Fiscal Year ends on: March 31st
- (e) Plan Name: Charter Township of Clinton Group Pension Plan ("Plan")
- (f) Plan Number (001, 002, etc.): 001
- (g) Original Effective Date of Plan Adoption: August 1, 1969
- (h) If an Amendment and Restatement,
Effective Date of such Amendment and Restatement
(cannot be prior to January 1, 1997): December 1, 1997

NOTICE: THIS DOCUMENT MAY BE USED ONLY BY PLANS FUNDED WITH A GROUP ANNUITY PRODUCT FROM MANULIFE FINANCIAL.

The Manufacturers Life Insurance Company (U.S.A.)
Home Office: Toronto, Canada M4W 1E5

GM 51708
Prepared date: Nov/13/2002

2. PLAN DEFINITIONS.

(a) Plan Year. The Plan Year for the Plan is the 12-month period commencing each December 1st and ending the following November 30th [optional: except that the first Plan Year is the short period beginning on the Effective Date and ending on _____.]

(b) Compensation. For purposes under the Plan, including the allocation of Employer contributions, Compensation means (check one):

(i) Cash compensation actually paid throughout the Plan Year.

(ii) The basic annual rate of compensation in effect at the beginning of each Plan Year.

Compensation means all compensation, as defined above, except (check only those items that are excluded, if any):

(iii) Overtime.

(iv) Bonuses.

(v) Amounts earned prior to the date of commencement of participation in the Plan.

(vi) Other special remuneration (specify): Commissions

Compensation shall shall not include any amount deferred and not otherwise currently counted in the Employee's gross income pursuant to an eligible deferred compensation plan under Code Section 457.

Further, Compensation shall shall not include employer pick-up contributions under Code Section 414(h). (If the box for "shall" is checked, the box for "mandatory contributions made on a pre-tax salary reduction basis and qualifying as employer pick-up contributions under Code Section 414(h)" in Part 4(b) below also should be checked.)

(c) Plan Administrator. The Plan Administrator is the person, persons, or entity named below, or the successor as from time to time appointed by the Employer (check one and provide additional information, if applicable):

- () (i) Employer specified in Part 1 above.
- () (ii) Committee consisting of _____ (number) persons, as named below (place an asterisk (*) after the names of those individuals who are authorized to act for and on behalf of the Committee in communicating with the Insurer).

Names: _____

Address: _____

Telephone Number: () _____

- (X) (iii) Other (specify):
Name: Clerk, Charter Township of Clinton
Address: 40700 Romeo Plank Road
Clinton Township, MI 48038
Telephone Number: (586)-286-9422

(d) Agent for Service of Process. The Agent for Service of Process is (check one and provide additional information, if applicable):

- (X) (i) Plan Administrator specified in (c) above.
 - () (ii) Other (specify):
Name: _____
Address: _____

- Telephone Number: () _____

(e) Normal Retirement Age. For purposes of determining when an Employee is eligible for normal retirement under the Plan, Normal Retirement Age is (check one):

- (X) (i) Age 65 (not earlier than 55 nor later than 65):
- () (ii) Age _____ (not earlier than 55 nor later than 65) or, if later, completion of _____ (not more than 10) years of participation in the Plan.

(f) Early Retirement Age. Early Retirement is (check one and insert description of eligible class(es) of employees, such as fire fighters, police, etc.):

(i) Not allowed under the Plan.

(ii) Permitted at any time after attainment of age 55 (not earlier than 55) for: _____

(iii) Permitted at any time after attainment of age _____ (not earlier than 55) and completion of _____ (not more than 10) Years of Service for: _____

3. ELIGIBILITY REQUIREMENTS AND PROVISIONS.

(a) Age and Service. The age and service requirements to participate in the Plan are as follows (check each applicable option):

(i) _____ Months of Service (may not exceed sixty months).

(ii) At least age 18 (may not exceed age 35).

(iii) No age or service requirements.

(b) Eligible Class of Employees. The following Employees shall be eligible to participate in the Plan (check each applicable category):

(i) All Employees who are not (1) elected officials, (2) appointed officials, or (3) covered by a collective bargaining agreement.

(ii) All Employees covered by a collective bargaining agreement who are not (1) elected officials or (2) appointed officials.

(iii) All appointed officials.

(iv) All elected officials.

(v) All Employees.

(vi) Other (specify): _____

If the Plan is to include Employees covered by a collective bargaining agreement, provide the name of the collective bargaining unit: _____

(c) Entry Date. An individual who satisfies the eligibility requirements set forth above shall commence participation in the Plan on the later of the Original Effective Date specified in Part 1 above or the date specified below (check one):

(i) The first day of the Plan Year or the corresponding day of any subsequent month coincident with or following the date the Plan's eligibility requirements are met. (If the first day of the Plan Year is the 29th, 30th or 31st day of the month, the corresponding day in any subsequent month with fewer days shall be the last day of that month.)

(ii) The first day of the Plan Year quarter coincident with or following the date the Plan's eligibility requirements are met.

(iii) The first day of the Plan Year coincident with or following the date the Plan's eligibility requirements are met.

(iv) Immediately upon meeting the Plan's eligibility requirements.

(d) Waiver of Participation. Individuals shall shall not be permitted to waive the right to participate in the Plan.

4. CONTRIBUTIONS. The following types of contributions are provided under the Plan (check each applicable type):

(i) Employer contributions (complete Part (a) below).

(ii) Mandatory employee contributions (complete Part (b) below).

(iii) Voluntary after-tax employee contributions (complete Part (c) below).

(a) Employer Contributions.

(1) Employer contributions for each Participant will be calculated as follows (check one).

(i) 17% of Compensation, with a minimum annual contribution of \$_____.

(ii) \$_____ per _____ (hour, week, month, quarter, year) worked, with a minimum annual contribution of _____% of Compensation.

(iii) _____% of amount scheduled in Attachment 1
(sum of percentage specified here and in Part (b)(iii) below, if any, must total 100%).

(iv) Other (specify on Attachment 2).

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(2) In addition to the Employer contributions specified above, Employer contributions for service rendered by Employees prior to the Original Effective Date () shall (X) shall not be made. If such past service contributions are to be made, describe the contribution and allocation method in Attachment 3.

(b) Mandatory Employee Contributions. If the Employer has elected to require Employees to make contributions, each Participant shall make such contributions in an amount described below, which amount shall be withheld from each regular paycheck and paid over to the Insurer at the same time as Employer contributions (check one):

- (X) (i) 3% of Compensation, with a minimum annual contribution of \$ _____.
- () (ii) \$ _____ per _____ (hour, week, month, quarter, year) worked, with a minimum annual contribution of _____ % of Compensation.
- () (iii) _____ % of amount scheduled in Attachment 1
(sum of percentage specified here and in Part (a)(1)(iii) above must total 100%).
- () (iv) Other (specify on Attachment 2).

The mandatory contributions specified above shall be treated as (check one) (X) made by Employees on an after-tax basis, or () made on a pre-tax salary reduction basis and qualifying as employer pick-up contributions under Code Section 414(h).

(c) Voluntary After-Tax Employee Contributions. If the Employer has elected to permit Employees to make voluntary contributions on an after-tax basis, complete the information below (check each applicable option):

- (X) (i) Participants may make voluntary after-tax contributions, through payroll withholding, in amounts ranging from 1% to 5% of Compensation.
- () (ii) Participants may make single sum voluntary after-tax contributions at times specified by the Plan Administrator during each Plan Year.

Voluntary after-tax Employee contributions are to be paid over to the Insurer at the same time as Employer contributions.

CAUTION: TOTAL ANNUAL EMPLOYER AND EMPLOYEE CONTRIBUTIONS (AND ANY FORFEITURES) ALLOCATED TO THE ACCOUNT OF ANY PARTICIPANT MAY NOT EXCEED THE LIMITATIONS OF CODE SECTION 415. SEE MANULIFE PLAN SECTION 7.03.

5. VESTING AND FORFEITURES.

(a) Vesting Schedule. Benefits attributable to Employer contributions shall be 100% vested upon a Participant's death, disability, or normal retirement, or upon the termination of the Plan. On termination of a Participant's service, other than because of death, disability, or normal retirement, such benefits shall vest as follows (check one):

- (i) 100% immediately.
- (ii) 100% upon completion of _____ (not more than 10) Years of Service.
- (iii) 100% upon completion of 20 (not more than 120) Months of Service.
- (iv) _____% (not less than 10%) for each completed Year of Service to 100%.
- (v) _____% (1% to 100%) after _____ Years of Service and _____% for each Year of Service thereafter to 100%.
- (vi) Other (specify): _____

If different vesting schedules are to apply to different groups of eligible Employees, indicate which schedule is to apply to which group: _____

(b) Early Retirement. If Early Retirement is provided in the Plan (under Part 2(f) above), a Participant shall vest on early retirement (check one):

- (i) 100% immediately.
- (ii) In accordance with the schedule selected in Part (a) above.

(c) Vesting Service. For vesting purposes only, service shall not include the following (check items which apply):

- (i) Service during which the Employer did not maintain this Plan or a predecessor plan.
- (ii) Service prior to a Participant's attainment of age _____ (maximum 21).
- (iii) No exclusions.

(d) Forfeitures upon Early Withdrawal of Mandatory Contributions. (Complete only if mandatory Employee contributions are required under the Plan.) Benefits attributable to Employer contributions () shall (X) shall not be forfeited if, for reasons other than retirement, death, or disability a Participant takes a distribution of any portion of his Mandatory Employee Contribution Account prior to the expiration of 24 (maximum 24) months following his/her termination of employment.

() Any forfeiture otherwise required by this paragraph (d) shall not apply to a Participant who is age _____ or older at the time of the distribution.

6 INVESTMENT OF PLAN ASSETS. The investment of Plan assets is the responsibility of (check one):

() (i) The Employer.

(X) (ii) Participants (i.e., self-directed investment of individual Accounts by Participants).

7. DISTRIBUTIONS. A Participant's Account shall be distributed, at the time provided in Article 6 of the Plan document, in one of the following forms (select each method to be offered to Participants):

() (i) A life annuity: a nontransferable monthly annuity payable until the first day of the month in which the Participant dies.

() (ii) A life and 5 year certain annuity: a nontransferable monthly annuity payable for at least five years, and after that until the first day of the month in which the Participant dies.

() (iii) A life and 10 year certain annuity: a nontransferable monthly annuity payable for at least ten years, and after that until the first day of the month in which the Participant dies.

() (iv) A joint and 50% survivor annuity: a nontransferable monthly annuity payable during the lifetime of the Participant, and reducing after the Participant's death to 50% and continuing to the surviving spouse during the surviving spouse's lifetime.

() (v) Any other form of annuity that may be available under the Group Annuity Contract.

(X) (vi) A lump-sum cash payment.*
Such payment (X) shall () shall not be permitted within the first 24 (maximum 24) months following termination of employment.

() (vii) Partial payments in periodic amounts specified by the Participant and extending over a period not exceeding the Participant's life expectancy at the date of commencement of payments.

() (viii) All of the above.

* Where a Participant's nonforfeitable Account balance at the time of distribution does not exceed \$5,000, payment shall be made in a lump sum without regard to the Employer's choices in this Part 7.

8. IN-SERVICE DISTRIBUTIONS. In-service distributions (not exceeding one in any Plan Year) to a Participant who has reached Normal Retirement Age, but who continues in employment with the Employer, (X) shall () shall not be permitted.

9. TESTING. (See notation in Section 3.05 of the Plan for application of paragraphs (b) and (c) below to government plans.) For purposes of testing under the Plan, the following elections are made:

(a) Highly Compensated Employees. Highly Compensated Employees for any given year (X) shall () shall not be limited to Employees in the "top-paid group" of Employees (as defined in Section 11.13 of the Manulife Plan) for the preceding year.

(For plans adopted prior to January 1, 1997, skip paragraph (b) below and go directly to paragraph (c).)

(b) First Year Testing. For purposes of Section 3.05(b) of the Manulife Plan, testing for the first Plan Year shall be on the basis of () the lower-paid percentage for the *current* Plan Year or () an assumed lower-paid percentage of 3%.

(c) Subsequent Year Testing. For purposes of Section 3.05(b) of the Manulife Plan, testing for each Plan Year after the first Plan Year (or for Plan Years commencing after December 31, 1996 in the case of plans effective on or before that date) shall be on the basis of the lower-paid percentage for the () *preceding* Plan Year (X) *current* Plan Year.

10. SOCIAL SECURITY SUBSTITUTE. The Plan () is (X) is not intended to qualify as a "retirement system" for purposes of Code Section 3121(b)(7)(F), thereby serving as a substitute for Social Security for eligible Participants.

The terms of this Adoption Agreement may be amended from time to time by a written amendment executed by the Insurer, and approved by the Internal Revenue Service, if necessary. Provided, that any such amendment which alters or amends any of the elections or specifications set forth in this Adoption Agreement will not be effective unless the Employer consents in writing thereto; if the Employer fails to provide such consent within any time frame specified by the amendment, the Plan will cease to be considered an IRS approved volume submitter plan and will become an individually designed plan. The Insurer will inform the Employer of any amendments made to the Plan, or of the discontinuance or abandonment of the Manulife Plan. The elections or specifications set forth in this Adoption Agreement may be amended from time to time by the Employer by execution of a new Adoption Agreement, which shall be effective as provided therein or on such later date as the new agreement is accepted by the Insurer. No amendment to the Plan shall deprive any Beneficiary, Participant or former Participant of any benefits to which he/she may be entitled thereunder, unless such amendment is required in order for the Plan to meet those requirements of Code Section 401 that apply to governmental plans.

It is understood and agreed that The Manufacturers Life Insurance Company (U.S.A.) shall not be responsible for any tax or legal aspects of this Plan. Full responsibility therefor is assumed by the Employer, which acknowledges it has counseled with its selected legal and tax advisers. The Employer understands that approval of the Manulife Plan by the Internal Revenue Service as a volume submitter plan does not constitute a determination as to the qualification of the Plan as adopted by the Employer. In order to obtain reliance with respect to qualification of the Plan as adopted by the Employer, the Employer must apply to the appropriate key district office of the Internal Revenue Service for its own determination letter. Any action taken by the Employer or Plan Administrator shall be taken as conclusive evidence of any of the matters related to this Plan, and The Manufacturers Life Insurance Company (U.S.A.) shall be fully protected in taking, permitting, or omitting any action on the faith thereof, and shall incur no liability or responsibility for carrying out such actions as directed by the Employer or Plan Administrator.

Signed at CLINTON TOWNSHIP, MICHIGAN on DECEMBER 2, 2002

Charter Township Of Clinton

Employer

Maria Clewis
Witness

Theresa Olivio
Witness **THERESA OLIVIO**

By: Robert J. Cannon
Title: **ROBERT J. CANNON, SUPERVISOR**

By: Dennis C. Tomlinson
Title: **DENNIS C. TOMLINSON, CLERK**