

**“EZ-K” SELF-DIRECTED 401(k) PLAN
FOR THE SELF-EMPLOYED**

ADOPTION AGREEMENT #01007

INSTRUCTIONS:

- 1. COMPLETE ITEMS 1-6, 12-15 ONLY**
- 2. EMPLOYER AND TRUSTEE SIGNS AND DATES PAGE 2 NEXT TO THE “X”s**
- 3. COMPLETE BOXES BY USING THE “TAB” KEY TO GET TO THE NEXT SECTION**

GENERAL INFORMATION

The undersigned Employer hereby adopts the Sponsor's Prototype EZ-K Profit-Sharing Plan in the form of a standardized Plan, as set out in this Adoption Agreement and the Prototype Defined Contribution Plan Document #01, and agrees that the following definitions, elections and terms shall be part of such Plan.

1. (a) Name & Street Address of Employer: _____
(b) Employer: is is not part of a Controlled Group or Affiliated Service Group.
If “yes”, complete Attachment A.
(c) Name of Plan: _____
401(k) Plan and Trust
2. Phone: _____
3. Trustee/Custodian (enter your name): _____
4. Type of Business Entity: C Corporation, Date of incorporation: _____;
 S Corporation, Date of incorporation: _____;
 Limited Liability Company Partnership Sole Proprietor;
 Other: (must be a legal entity recognized under federal income tax laws) _____
5. Employer's Taxable Year: _____
6. EIN #: _____
7. Trust EIN# _____ (for banking purposes only)
8. 3-Digit Plan Number: 001
9. Business Code: _____
10. Plan Administrator:
 a . Employer;
b. Other (Specify): _____
11. Sponsor: **PenServ Plan Services, Inc., 420 Dresher Road, Horsham, PA 19044: Phone: 215-444-9812**
12. Depository: _____ N/A
13. This is a: a. new plan with an effective date of: _____
 b. restatement of a plan previously adopted by the Employer with an effective date of: _____ (enter 1/1/02 or if later the initial effective date of the plan), and an initial effective date of: _____
 c. amendment of a plan with an effective date of: _____ and an initial effective date of: _____
(Amendments made: _____)
 d. merger, amendment and restatement of the _____ and the _____ into the _____. The effective date of the merger is: _____.
The initial effective date of the surviving plan was _____.
 e. restatement of the _____ effective, and a restatement of the _____ effective _____, and a merger of the _____ into the _____.
14. This Plan shall be governed by the laws of the state or commonwealth where the Employer's (or in the case of a corporate Trustee, such Trustee's) principal place of business is located unless another state or commonwealth is specified: _____
15. Loans to Participants are available are not available.
16. Roth Elective Deferrals shall be permitted shall not be permitted.

OVERRIDING LANGUAGE FOR MULTIPLE PLANS

- 17. (a) If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a Participant or could become a Participant, the Employer must complete this section. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, other than a master or prototype plan:
 - The provisions of section 6.02 of Article VI will apply as if the other plan were a master or prototype plan.
 - (Provide the method under which the plans will limit total annual additions to the maximum permissible amount, and will properly reduce any excess amounts, in a manner that precludes employer discretion): _____
- (b) The Employer wishes to add overriding language to satisfy section 416 in the case of
 - required aggregation under multiple plans: Yes (Employer must attach overriding language, if elected.) _____
 - No
- (c) If 16(b) is elected, complete the following: (i) Interest Rate: _____; Mortality Table: _____; or (ii) The interest rate and mortality table specified to determine "present value" for top-heavy purposes in the defined benefit plan.

RELIANCE ON OPINION LETTER

18. The adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under § 401 of the Internal Revenue Code except to the extent provided in Rev. Proc. 2005-16.

An Employer who has ever maintained or who later adopts any plan (including a welfare benefit fund, as defined in § 419(e) of the Code, which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in § 419A(d) (3) of the Code, or an individual medical account, as defined in § 415(l) (2) of the Code) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of § 415 and 416.

If the Employer who adopts or maintains multiple plans wishes to obtain reliance with respect to the requirements of § 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 Rev. Proc. 2005-16.

This Adoption Agreement may be used only in conjunction with basic Plan Document #01.

The Sponsor will inform the adopting Employer of any amendments it makes to the Plan or of its discontinuance or abandonment of the Plan.

NOTICE: Failure to properly complete this Adoption Agreement may result in disqualification of the Plan. The Employer's tax advisor should review the Plan and Trust and this Adoption Agreement prior to the Employer adopting such plan.

The undersigned Employer acknowledges receipt of a copy of the Plan, Trust Agreement and this Adoption Agreement on the date indicated below.

Name of Employer: _____

Authorized Signature: **X** _____ Date: _____

Print Name/Title of Signer: _____

Name of Trustee: _____

Authorized Signature: **X** _____ Date: _____

Print Name/Title of Signer: _____

PLAN DEFAULTS FOR EZ-K 401(k) PROFIT-SHARING PLAN – PLAN #01007

- (1) The Plan Year shall be the calendar year.
- (2) The Limitation Year shall be the calendar year.
- (3) The Valuation Date shall be the last day of the Plan Year.
- (4) Employees who have attained the age of 21 and have completed 1 Year of Service are eligible to participate in the Plan. However, these eligibility requirements shall be waived for employees employed on the effective date of the Plan.
- (5) All Employees shall be eligible except the following: All Employees included in a unit of Employees covered by a collective bargaining agreement as described in Section 14.07 of the Plan; Employees who are nonresident aliens as described in Section 14.24 of the Plan; and Employees who become Employees as the result of a “§410(b)(6)(C) transaction” shall not be eligible to participate in this Plan. Employees excluded as a result of a “§410(b)(6)(C) transaction” 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 and ending on the last day of the first Plan Year beginning after the date of the transaction. A “§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.
- (6) Service under the Plan shall be computed on the basis of actual hours for which an Employee is paid or entitled to payment. A Year of Service shall mean a 12- consecutive month period during which an Employee completes at least 1000 Hours of Service. A Break in Service shall mean a 12 -consecutive month period during which an Employee does not complete more than 500 Hours of Service. Contributions will be allocated to the account of each Participant regardless of the number of hours of service completed in a Plan Year. The contribution is not dependent on the Participant being employed on the last day of the Plan Year.
- (7) Entry Date for an eligible Employee who has completed the eligibility requirements will be the 1st day of the first month or the first day of the 7th month of the Plan Year after the Employee satisfies the eligibility requirements.
- (8) Vesting for all contributions under the Plan shall be full and immediate.
- (9) Compensation for any Participant shall be the 415 safe harbor definitions as described in Section 14.38 of the Plan. Such Compensation includes such amounts that are actually paid to the Participant during the Plan Year and includes employer contributions made pursuant to a salary reduction agreement which are not includible in the gross income of the Employee under sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B) or 403(b) of the Code. For purposes of Article VI, the preceding sentence does not apply.
- (10) In-service distributions are available. Once an Employee has participated in the plan for 60 months, nonelective contributions are available for withdrawal. Prior to the 60-month period, Employees may withdraw nonelective contributions, which have been in the Plan for a period of 24 months or apply for a hardship distribution. In-Service distributions from nonelective contributions are available upon the Participant’s attainment of age 55. Elective Deferrals are available for distribution upon attainment of age 59 1/2 or due to financial hardship.
- (11) A Participant may not elect benefits in the form of a life annuity. All other forms of benefit payments are available. Benefits are available to the Participant on such Participant’s termination of employment.
- (12) The Plan is designed to operate as if it were Top-Heavy at all times.
- (13) The Normal Retirement Age under the Plan shall be age 55.
- (14) The Required Beginning Date of a Participant with respect to a Plan is the April 1 of the calendar year following the calendar year in which the Participant attains age 70½, except that benefit distributions to a Participant (other than a 5-percent owner) with respect to benefits accrued after the later of the adoption or effective date of the amendment to the Plan must commence by the later of the April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or retires.
- (15) Rollover and Transfer Contributions are permitted.
- (16) Employee Nondeductible and Mandatory Contributions are not permitted.
- (17) Elective Deferrals are permitted up to the maximum permitted under section 402(g) of the Code. Each Participant shall have an effective opportunity to make or change an election to make Elective Deferrals (including Designated Roth Contributions) at least once each Plan Year.
- (18) Catch-up Contributions are permitted.
- (19) Participant-Directed Investments shall be permitted of the entire balance of a given Participant’s account in any investment or asset type acceptable to the Employer and lawfully permitted (per the Plan Document).

EGTRRA RESTATEMENT EFFECTIVE DATES

Note: If this Plan is not a restatement of any existing Plan, this item does not apply.

General Restatement Effective Dates (If applicable enter the Item number):

<u>Provision</u>	<u>Effective Date</u>
<input type="checkbox"/> (a) Not applicable. This is not an amendment and restatement.	_____
<input type="checkbox"/> (b) The eligibility requirements under Plan Defaults	_____
<input type="checkbox"/> (c) The Employer Profit Sharing contribution provisions under Plan Defaults	_____
<input type="checkbox"/> (d) The Vesting Formula under Plan Defaults	_____
<input type="checkbox"/> (e) In-Service Distributions under Plan Defaults	_____
<input type="checkbox"/> (f) Definition of Required Beginning Date under Plan Defaults	_____
<input type="checkbox"/> (g) Enter Provision and Item Number, if applicable:	_____
<input type="checkbox"/> (h) Enter Provision and Item Number, if applicable:	_____
<input type="checkbox"/> (i) Enter Provision and Item Number, if applicable:	_____

Note: The effective date(s) above may not be earlier than January 1, 2002 and not later than the last day of the Plan Year in which the Adoption Agreement is signed.

ATTACHMENT A

Name of Employer: _____

Controlled Group; or Affiliated Service Group

List all “affiliated” employers with the above listed Employer.

Name	Address	EIN
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		