

**PLAN SPONSOR RESPONSIBILITIES**

- Consider whether there is a permanency issue. There should be a legitimate business reason for termination within 10 years of the effective date of the plan.
- Adopt a formal resolution to terminate the plan.
- Amend plan for any current legislative changes affecting plan qualification. A Termination Amendment is provided with this form.
- File IRS Form 5310-Application for Determination for Terminating Plans-with the Internal Revenue Service (IRS). This is not required but is recommended.
- Make final contributions.
- Allocate all forfeitures.
- Locate missing participants as outlined in Department of Labor's Field Assistance Bulletin 2004-02.
- Provide participants with the Qualified Plan Distribution Form and Special Tax Notice.
- Ensure all distributions are made within 12 months of plan termination unless the plan has not received a requested determination letter or if a delay is administratively reasonable.
- Continue to file IRS Form 5500 until all assets are distributed from the Plan. A Final 5500 is due seven (7) months following the date of the final distribution.
- Ensure participants are 100% vested upon the plan termination date. Include former employees who have not forfeited non-vested benefits before the termination date.
- Review your Plan and responsibilities with your legal advisor.

**1 CURRENT PLAN INFORMATION**

PLAN NAME			
PLAN SPONSOR NAME		PHONE NUMBER	
ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS		EMPLOYER TAX ID NUMBER	
BROKERAGE FIRM NAME	INVESTMENT REPRESENTATIVE NAME	PHONE NUMBER	

**2 DISTRIBUTION TIMING**

Filing for Determination Letter (check one).

- We do not intend to file with the IRS for a favorable determination letter. Distributions may begin immediately.
- We do intend to file with the IRS for a favorable determination letter. Distributions may begin immediately.
- We do intend to file with the IRS for a favorable determination letter. All distributions should be held except for those participants that terminated prior to the termination effective date. We will notify you when a favorable determination has been received.

**3 PLAN PARTICIPANT INFORMATION**

Participant Name	Social Security Number	Investment Firm Account Number	Outstanding Loan Balance	Qualified Distribution Form Attached
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

**4 PLAN SPONSOR AUTHORIZATION**

I understand that all outstanding fees must be paid before the plan assets can be distributed.

The Plan Sponsor Responsibilities outlined within are a general guideline for affecting a plan termination. I have consulted with an ERISA attorney or other legal advisor and/or received a favorable determination letter to ensure proper termination of our plan. I certify the above information is true and correct.

PLAN SPONSOR NAME	TITLE
PLAN SPONSOR SIGNATURE	DATE

Send the following completed termination documents to Equity Trust Company:

- Individual 401(k) Plan Termination Notification
- Individual 401(k) Plan Termination Amendment
- Qualified Plan Distribution Forms for each Participant

<b>PLAN NAME</b>
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**The Plan named above gives the Employer the right to terminate the Plan. According to that right the Plan is terminated effective \_\_\_\_\_ . (MM/DD/YY)**

In addition, the Employer has the right to amend the Plan at any time. According to that right, the Plan is amended as follows:

Effective for Plan Years beginning on or after January 1, 2008 by changing the reference in Plan Section 10.01 from Code Section 412(c)(8) to Code Section 412(d)(2).

Effective upon the execution date of the Termination Amendment by adding the following language to the end of Article VIII of the Basic Plan:

The purpose of the following provisions is to facilitate the distribution of all remaining assets of the Plan and thereby complete the termination of the Plan authorized in this article. These provisions shall supersede and take precedence over any other provision of the Plan in conflict herewith.

The provisions of Article VI notwithstanding, the Plan shall provide for the payment or distribution of benefits only in a single sum which is identical to the optional forms of retirement benefit eliminated except for the timing of such retirement benefits once such benefits begin.

As promptly as possible after the effective date of this amendment, the Plan shall distribute to the Participants all remaining Account balances pursuant to the termination of the Plan heretofore authorized in this article and Section 6.03 of the Basic Plan. All such distributions shall be made in the form of a single sum payment.

Participants shall have the opportunity to elect either to have their single sum distribution paid to them or to an Eligible Retirement Plan in a Direct Rollover. The Plan Administrator shall make reasonable efforts to locate each Participant who is entitled to a single sum distribution of benefits.

Upon completion of the distribution of all Plan assets, the Trust Fund relating to the Plan shall cease to exist and the Plan shall thereupon terminate.

This amendment is made an integral part of the aforesaid Plan and is controlling over the terms of said Plan with respect to the particular items addressed expressly herein. All other provisions of the Plan remain unchanged and controlling.

Unless otherwise stated on any page of this amendment, eligibility for benefits and the amount of any benefits payable to or on behalf of an individual who is an Inactive Participant on the effective date(s) stated above, shall be determined according to the provisions of the aforesaid Plan as in effect on the day before he became an Inactive Participant.

By signing this amendment, the Employer, as plan sponsor, has made the decision to adopt this plan amendment. The Employer is acting in reliance on its own discretion and on the legal and tax advice of its own advisors, and not that of any employee of Equity Trust Company.

NAME	TITLE
SIGNATURE	DATE