

**Individual 401(k) Plan
For Business Owners, Partners and
Spouse(s) Only**

Equity Trust Company



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FACTS

WHAT DOES EQUITY TRUST COMPANY DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account transactions
- Account balance and transaction history
- Assets and investment experience

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers personal information; the reasons Equity Trust Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Equity Trust Company share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions?

Call 800-209-9010 or go to www.equityinstitutional.com

Who we are	
Who is providing this notice?	Equity Trust Company
What we do	
How does Equity Trust Company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Equity Trust Company collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> ▪ Open an account ▪ Make deposits or withdrawals from your account ▪ Provide account information or give us your contact information ▪ Direct us to buy or sell securities <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes—information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>Our affiliates include financial companies, such as ETC Brokerage Services LLC, Equity Advisor Solutions LLC, and Equity Administrative Services, Inc.; non-financial companies, such as Retirement Education Group, Inc. d/b/a Equity University.</i>
Non-Affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>Equity Trust Company does not share with non-affiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ▪ <i>Equity Trust Company does not jointly market.</i>

Consult With Your Attorney

Carefully read the enclosed information. Please consult with your attorney or tax advisor if you are thinking about starting your own trust.

Who Should Use This Plan?

This Individual 401(k) Plan ("plan") is designed for businesses that employ owners, including partners, and their spouses. Partners must own at least five percent of the capital interest or profit interest. If you employ anyone other than your spouse, or partners and their spouses, you cannot use this document. If you later add any employees other than your spouse or partners to your staff, you will need to cooperate fully with Equity Trust Company in restating your current plan to a more suitable type of plan.

If you are restating an existing profit sharing plan to this plan, you must ensure that your current plan document has been updated for all applicable regulatory changes before effecting this restatement. If your current plan has not yet been updated, you cannot use this document. Contact a representative at 800-209-9010 for assistance.

What is Required of an Employer to Establish This Plan?

When you decide to start your individual 401(k) ("plan"), complete the:

- Equity Trust Company Trust Agreement for Self Directed Accounts
- Service Agreement for Individual 401(k) Plans
- Adoption Agreement
- Qualified Plan Participant Information Form
- Beneficiary Designation Form (needed for each plan participant)

Print a copy of the Basic Savings Plan Document to retain for your records. A copy of the plan document is located on our website (www.trustetc.com).

Forward these documents, with the exception of the Basic Savings Plan, to Equity Trust for approval. When Equity Trust has received these documents, along with your acceptance fee check payable to Equity Trust, they will be reviewed for compliance with existing underwriting guidelines. If accepted, Equity Trust will execute the Service Agreement and Trust Agreement and return a copy to you for your records. Also, see the Employer's Administrative Guide.

Note: Paying by check authorizes Equity Trust Company to send the information from your check electronically to your bank for payment. You will not receive your original check back from your financial institution. For security reasons we will destroy your original check, but we will keep an electronic image of the check for recordkeeping purposes.

Employers Administrative Guide**Initial Requirements****Plan Qualification**

Note: Only a business owner, including partners, and spouse(s) may use this plan. If you have other employees who are eligible or will become eligible in the future, you cannot adopt this Plan. Please contact us so that we may suggest a plan that may be a better fit for you.

This prototype plan has received a favorable opinion letter issued by the National Office of Internal Revenue Service as being qualified under Section 401(a) of the Internal Revenue Code (Equity Trust's opinion letter). This means that employers and owners/spouses who are covered by this plan receive favorable tax treatment for their contributions to the plan. To maintain the tax qualification, an employer must follow all terms of the plan document.

An employer who adopts this prototype plan and maintains or has ever maintained another plan cannot rely solely on Equity Trust's opinion letter but must apply with Internal Revenue Service (IRS) for a separate determination to ensure continued qualification of the plan by the IRS.

To apply for a determination letter, complete and file IRS Form 5307.

An applicant for a determination letter must provide notice to all interested parties, in accordance with IRS Regulations. Send this notice to each employee who qualifies as an interested party or post it in a conspicuous place accessible to all employees no later than 10 days and no earlier than 24 days before the date of the determination letter application.

Employee Announcement

Notify employees of the establishment of the plan upon adoption.

Annual Requirements**Internal Revenue Service (IRS) Form 5500-EZ**

Plans covering only a Business Owner, partners, and spouse(s) are responsible for filing a Form 5500-EZ series Annual Report to the Department of Labor (DOL) each year. Plans that have no more than \$250,000 in total plan assets at the end of the plan year are exempt from the 5500-EZ Annual Reporting for that year if they meet certain other conditions. Equity Trust will assist with preparation of Form 5500-EZ as appropriate.

Establishing Employee Accounts

By law, all eligible owners and/or spouses must be notified about their eligibility to participate in this Plan. Individual accounts for each owner and/or spouse should be opened with the investment firm designated by that individual on the Qualified Plan Participant Information Form. The investment firm must have a service agreement with Equity Trust.

The accounts should be titled as follows:

Equity Trust Company, TTEE
 (Name of Employer), Individual 401(k) Plan
 FBO: Name of Employee

A monthly investment firm statement must be sent to Equity Trust, the employer and/or, if applicable, each participant.

Equity Trust's Tax ID Number must appear on the investment account, not the employer's or the participant's social security number. Our Tax ID Number is 05-0552743.

Mailing Instructions

If sent First Class, address to:

Equity Trust Company
 Attn: DTS
 P. O. Box 45274
 Westlake, OH 44145

If sent by a courier service, address to:

Equity Trust Company
 Attn: DTS
 1 Equity Way
 Westlake, OH 44145

Funding Your Plan

Contributions

You can defer a portion of your salary each year. If you are age 50 or older, you can elect to defer an additional catch-up contribution.

Year	Standard	Catch-Up
2018	\$18,500	\$6,000
2019	\$19,000	\$6,000
2020	\$19,500	\$6,000

If you decide to make a discretionary Profit Sharing contribution to your plan, you must adopt a resolution by the earlier of your fiscal year end or the plan year end to specify the amount of contributions to be made to the Plan for that year.

Total contributions cannot exceed the lesser of 100% of participant compensation ("earned income" if self-employed) or \$57,000, for 2020, per participant (not including special catch-up contributions available to individuals age 50 or older).

Contributions and Investments

Checks must be made payable to Equity Trust but may be delivered to the investment firm for deposit to the plan. You must provide investment directions directly to the investment firm. Investment confirmations will be sent to the employer and/or participant(s) and the trustee by the investment firm. When plan contributions are made, allocations to each eligible participant's self-directed account are required.

It is the responsibility of the owners and/or partners and spouses to direct the investment of their contributions. Equity Trust does not provide investment advice or endorse any investment vehicle that the owners and/or partners and spouses select. Equity Trust is not responsible for the performance of Plan investments, nor does Equity Trust supervise or control the activities of the investment advisor chosen by the Employer and/or partners and spouses.

Transferring an Existing Account

The Qualified Plan Transfer-In Authorization Form must be completed and forwarded to Equity Trust for processing. You may contact your brokerage firm for a copy or download one from our website (www.trustetc.com). Please make sure that you list all assets and attach the most current statement supporting those assets.

Ongoing Administration

The Employer is the Plan Administrator. Your plan is governed by the selections you choose in the Adoption Agreement, by the terms of the Plan Document, and the rules outline by the Employee Retirement Income Security Act of 1974 (ERISA), the Department of Labor (DOL), and the Internal Revenue Service (IRS). Print and read the plan document. This will aid you in understanding your responsibilities and in operating the plan properly.

Item 1 - Employer Information	
Fill in the legal name of the Employer, Address, Telephone Number, and Employer Tax Identification Number (TIN).	
If...	Then...
The Employer has a Federal TIN	Enter the TIN in the blank
The Employer does not have a Federal TIN	They must apply for one and complete this section before submitting the Adoption Agreement.
Item 2 - Plan Name	
This is generally the name of the Employer followed by the type of plan.	
Item 3 - Plan Status	
If the plan is...	Then...
A new plan	Check the first box
An amendment and restatement of an existing qualified plan or a transfer plan	Check the second box. Note: The Restatement Date cannot be earlier than January 1, 2008.
Item 4 - Original Effective Date	
If the plan is...	Then...
A new plan	Enter the date the Plan will be effective (today's date).
An amendment or restatement of an existing plan or a transfer plan	Enter the Effective Date of the original plan.
Item 5 - Plan Year	
Enter the plan year end on the line (i.e. 12/31)	
Item 6 - Conditions of Eligibility	
If the plan will...	Then...
Allow participants to enter the plan immediately	Check the box next to None.
Age requirement	Minimum 18, Maximum 21
Item 7 - Effective Date of Participation (Entry Date)	
Once the eligibility conditions are met in Item 6, indicate the date the participant can start contributing (options are immediately (Box 1), quarterly (Box 2), or annually (Box 3).	
Item 8 - Recognition of Service with Other Employers	
Indicate whether or not service with other employers will be recognized (Box 1 for No, Box 2 for yes).	
If...	Then...
Yes	Enter the name of the employer with whom services should be recognized.
Item 9 - Normal Retirement Age (NRA)	
Enter the desired NRA on the line (age 62-65). If none is filled in, NRA will be age 62.	
Item 10 - Salary Reduction Arrangement - Elective Deferrals	
In addition to traditional employee contributions, indicate whether the plan will allow participants to make Catch-Up Contributions and/or Roth Elective Deferrals.	
Item 11 - In-Plan Roth Rollover Contributions	
Indicate whether the plan will allow for in-plan Roth Rollover contributions or not.	
Item 12 - Trustee(s) or Insurer(s)	
Plan Trustee check box b and fill in contact information below.	

Acceptance Fee	
Opening the the plan, due upon submission of Adoption Agreement	\$ 100
Service charge if acceptance fee does not accompany application	\$ 25
Plan Amendments	\$ 100
Annual Fees	
Annual Plan Fee	\$ 250
<i>Annual fees are charged on a calendar year basis and are not pro-rated. There is no percentage charge based on cumulative assets.</i>	
Each Additional Participant	\$ 75
Late Payment or directive to debit your account for Trustee fees (after 30 days)	\$ 10
Investment holding fee	\$ 15
Fees for Disbursement from Trust	
Partial distribution	\$ 30
<i>Includes refund/re-allocation of excess - no cap</i>	
Other Charges	
Plan Transfer or termination in addition to annual fees	\$ 100
Per Participant Termination Fee	\$ 100
Change in brokerage firm	\$ 15
Loan Acceptance Fee	\$ 125
Annual Loan Administration	\$ 125
Transaction requiring trustee processing - <i>No charge for buys and sells in the brokerage account</i>	\$ 25
Processing on terminated Plan or Participant - <i>Processing of checks or securities after the plan or participant account has been closed more than 6 months</i>	\$ 50
Reissue check over 6 months old	\$ 30
Returned check	\$ 25
Additional managed account	\$ 75
Investment Review	\$ 150
Research of transaction over 6 months old per hour (minimum ½ hour)	\$ 80
Affidavit of Loss (plus investment firm fees)	\$ 50
Never funded account, after one year (per participant)	\$ 50
Reinstatement of closed plan (Plan and per participant)	\$ 50
Preparing Form 990-T	\$ 150
Outgoing wire processing	\$ 25
Special services not otherwise provided above	As agreed

In the event the fees become delinquent and it becomes necessary to collect the balance through the services of a collection agency, you will be held responsible for their fees.

Your Trustee fees depend on the Brokerage Firm who services your account. Please check with your Brokerage Firm for all fees applicable to your account. If you transfer your account to another Brokerage Firm, you will need to obtain another schedule of fees.

The following Trust is established to be used in connection with Equity Trust Company Defined Contribution Plan adopted by the Employer. Unless the context of this Trust Agreement clearly indicates otherwise, the terms defined in Article I of the Plan entered into by the Employer, of which this Trust Agreement forms a part shall, when used herein, have the same meaning as in the Plan.

Section 1 - Appointment of Trustee and Trust Fund

1.1 Trust

The Employer hereby appoints the individual(s) employed by the Employer, a Bank or Trust company listed in Section 8 of this Trust Agreement as Trustee(s) for the Plan (hereafter, "Trustee") and accepted by the Trustee in writing. The Employer hereby establishes with the Trustee a trust Account or Accounts on behalf of the Plan consisting of such sums of money and such other property acceptable to the Trustee as shall from time to time be contributed, paid or delivered to the Trustee pursuant to this Trust Agreement at the address specified by the Trustee. All such money and property, all investments and reinvestments made therewith and proceeds thereof, less any payments or distributions made by the Trustee pursuant to the terms of this Trust Agreement, are referred to herein as the "Trust". The Trust shall be held by the Trustee in accordance with the express provisions of this Trust Agreement and the requirements of law.

1.2 Delegation of Authority

The Trustee may delegate to a custodian or other agent the custodianship of all or part of the assets of the Trust. The Trustee may arrange for the delegation by the Trustee to the Employer or any agent of the Employer, hereafter "Agent", of any powers or functions of the Trustee hereunder other than the custody of the Trust assets. The Trustee shall not be responsible for any act or omission of such person or persons arising from any such delegation, except to the extent provided in Section 4.8.

1.3 Limitations of Trustee's Duties

- a. With respect to its duties hereunder, the Trustee is a non-discretionary trustee and shall have no duty to: (i) determine or enforce payment of any contribution due under the Plan; (ii) inquire into the accuracy of or monitor the timing of any contribution to the Trust; (iii) determine the adequacy of the funding policy adopted by the Employer to meet its obligations under the Plan; (iv) look into the propriety of any investment or distribution made under the Plan; (v) locate missing Participants, (vi) determine the reasonableness of any fees to be paid from the Trust, (vii) in the event of the Employer's bankruptcy or insolvency, take any action until directed to do so by the bankruptcy trustee or a court that has jurisdiction over Plan assets, and (viii) ensure the qualification of the Plan under the Code. The Trustee shall not be deemed to be the Plan Administrator, the Plan Sponsor or a Named Fiduciary of the Plan as defined in sections 3(16)(A), 3(16)(B) and 402(a)(2), respectively, of ERISA.
- b. Any direction, instruction, or notice to the Trustee by a Participant, the Employer, the Plan Administrator, the Investment Manager, the Named Fiduciary, the Insurer, or other person pursuant to any of the provisions of this Plan and trust shall be in writing and delivered by regular mail, and shall be effective only upon actual receipt. Any direction, instruction, or notice from the Trustee to the Employer, a Participant, Plan Administrator, Named Fiduciary, Investment Manager, the Insurer, or other person pursuant to any of the provisions of the Plan and this Trust shall be considered effective when the Trustee mails it to the last address of the intended recipient which is contained in the Trustee's records. The Employer and the Trustee may agree in writing that any such direction, instruction, or notice may be given by alternative methods, including facsimile transmission, telephone, or electronic transmission to any e-mail address, fax, or telephone number and shall, with regard to such alternate means of giving any such direction, instruction, or notice, provide for the use of identifying numbers or procedures that must be followed with regard to the giving of any such direction, instruction, or notice. The Employer shall inform the Plan Administrator, Named Fiduciary, Participants, and any Investment Manager of such agreed upon alternative methods. The Trustee shall not be under any duty or obligation to act on any notice, instruction, or direction received in a form other than those agreed upon between the Employer, Plan Administrator or Named Fiduciary and the Trustee. The Trustee may absolutely rely upon any and all such directions, instructions, or notices reasonably believed by it to be genuine and shall be fully protected in acting in accordance therewith. The Employer agrees to indemnify and hold the Trustee harmless against any loss, cost, claim damage, expense, and liability (including reasonable attorney's fees) and other costs it may incur in acting upon such notice, instructions, or directions. Except for the Trustee's own gross negligence, the Trustee shall incur no liability for any act or failure to act pursuant to this Trust Agreement, unless a higher standard of care is imposed by ERISA.
- c. The Trustee is not liable for the acts or omissions of any Named Fiduciary, Investment Manager, the Employer, the Plan Administrator, or the Insurer, nor is the Trustee under any obligation to invest or otherwise manage any asset of the Plan which is subject to the management of a properly appointed Investment Manager. A Named Fiduciary and any properly appointed Investment Manager may execute a letter of agreement as a part of this Plan delineating the duties, responsibilities, fee structure, and liabilities of the Investment Manager with respect to any part of the Trust Fund under the control of the Investment Manager.
- d. The Trustee may assume that the Employer, the Named Fiduciary, the Plan Administrator, the Insurer, and the Investment Manager are appropriately discharging their duties under the Plan and this Trust Agreement unless and until it is notified to the contrary in writing by any person known to the Trustee to be a Participant in the Plan, the Employer, or a governmental agency with jurisdiction. In the event the Trustee receives said written notice, then the Trustee shall take any actions it deems appropriate, including, if the Trustee so desires, applying to a court of competent jurisdiction and/or Federal regulatory authorities for guidance with respect to disposition of the Trust Fund.

- e. The Trustee shall have no responsibility for the management and control of the Trust Fund beyond implementation of instructions, notice, or directions received by the Trustee in accordance with this Trust Agreement, it being contemplated that all Plan assets will be under the control or direction of the Insurer or a properly appointed Investment Manager, or subject to Participant, Employer, Plan Administrator, or Named Fiduciary direction. The Trustee shall not be responsible for reviewing reports provided by the Insurer or any Investment Manager. The Trustee will be under no duty of inquiry or review with regard to any direction, instruction, or notice that it may receive in accordance with this Trust Agreement except as set forth in Section 4.1.
- f. The duties and responsibilities of the Trustee shall be limited to those set forth in this Trust Agreement and nothing contained in this Trust Agreement shall be deemed, either expressly or by implication, to impose any additional duties, powers, or responsibilities on the Trustee.

1.4 Section 404(c) Compliance

The Trustee shall have no duty or responsibility to review any aspect of the Plan or its administration relating to compliance with ERISA Section 404(c).

Section 2 - Accounts

2.1 Establishing Accounts

Subject to Section 1.1, the Trustee shall open and maintain a Trust account for the Plan. Upon receipt of written instructions from the Employer, the Trustee also shall maintain such Participant Accounts as the Employer may direct. The Trustee may also, upon written instructions from the Employer or its Agent, open and maintain such other accounts as may be appropriate to aid in the administration of the Plan. The Employer shall give written instructions to the Trustee specifying the Participants' Accounts to which contributions and forfeitures are to be credited, and the amounts of such contributions and forfeitures which are to be credited.

2.2 Charges Against Accounts

Upon receipt of written instructions from the Employer, the Trustee shall charge:

- a. the appropriate Account of an Employer or Participant for any withdrawals, distributions or the disposition of an Forfeiture made according to the terms of the Plan; and
- b. any reasonable fees, taxes and expenses as determined by the Employer, which may be charged against the Trust Fund.

Section 3 - Investment of Trust Assets

3.1 Investment of Trust Assets

The Trustee shall not have any discretion, and is specifically prohibited from having or exercising any discretion, with respect to the investment of Trust assets. Except as provided in Section 3.3 (Participant Directed Investments) hereof, the Employer or its Agent shall be responsible for giving the Trustee written directions as to the investment and disposition of the Trust assets. Assets of the Trust may be invested in securities obtainable through an investment or brokerage firm (or any stockbroker selected by the Employer) either "over the counter" or on a nationally recognized exchange, life insurance, endowment, Annuity Contracts, mutual funds, bonds, debentures, notes, mortgages or other securities or other real or personal property which is administratively acceptable to the Trustee. A decision by the Trustee that an investment is not administratively acceptable shall not constitute a determination by the Trustee of the prudence or advisability of the investment nor shall it constitute investment advice on the part of the Trustee.

3.2 Written Instruction

The term "Employer", as used throughout this Trust Agreement includes any duly authorized designee of the Employer, such as a Plan Administrator, Named Fiduciary or Investment Manager or any individual having apparent authority as such. If written instructions are not received by the Trustee, or if such instructions are received but are deemed by the Trustee to be unclear, upon notice to the Employer, the Trustee may elect to hold all or part of any such contribution in cash, without liability for rising security prices or distributions made, pending receipt by it from the Employer of written instructions or other clarification.

If any contributions received by the Trustee from the Employer are less than any minimum which a directed investment requires, the Trustee may hold the specified portion of such contributions in cash, without interest, until such time as the proper amount has been contributed so that the directed investment may be made. The Trustee shall receive all directions or instructions in writing.

3.3 Participant Directed Investments

When so instructed by the Employer, the Trustee shall invest all or any portion of the Participant's Account as directed by such Participant. Such directed investment shall be accounted for separately for each Participant. The Employer shall have the duty to select and monitor all investment options made available to Participants under the Plan. The Employer shall ensure that all Participants who are entitled to direct the investment of assets in their Accounts previously received or receive a copy of all material describing such investment options that is required by law. Delivery of investment directions by the Employer in accordance with the instructions of a Participant or by the Participant directly to the Trustee shall entitle the Trustee to assume that the Participant has received all such descriptive material. Each Participant who directs

the investment of his or her Accounts shall be solely and absolutely responsible for the investment or reinvestment of any such directed Plan investment held on his or her behalf in the Trust, and, except as otherwise provided herein, the Trustee shall not question any such direction, review any securities or other such assets, or make suggestions with respect to the investment, reinvestment, retention or disposition of any such assets. The Trustee shall not have any liability or responsibility for diversification of such assets or for any loss to or depreciation of such assets because of the purchase, retention or sale of assets in accordance with a Participant's direction. The Participant shall have sole responsibility for the overall diversification, liquidity and prudence of the investments of his or her Account. If a Participant fails to direct the investments of his or her Account, the Trustee shall invest the Participant's Account in accordance with the written directions of the Employer.

3.4 Employer Directed Investments

The Employer or its Agent, by written direction to the Trustee, is authorized to designate all or a portion of the Trust assets of which the Employer will direct investments, and the Trustee may segregate such assets into one or more separate accounts or administer the Trust as one Account. In the event the Employer shall employ or appoint an Investment Manager to direct the Trustee with respect to a portion of the Trust, the Employer will notify the Trustee in writing of the appointment of the Investment Manager, including his or her name and address. Whether or not the Trust is segregated into separate accounts, the Trustee shall invest such portion of the Trust as directed by the Employer or its duly appointed Investment Manager. The Trustee shall have no duty to question any action or direction of the Employer or Investment Manager or any failure of the Employer or Investment Manager to give directions, or to review the securities or other investments which are held pursuant to the Employer's or Investment Manager's direction or to make suggestions to the Employer or Investment Manager as to the investment, reinvestment, retention or disposition of any such assets.

The Trustee shall not have any liability or responsibility for diversification of such assets, or for any loss to or depreciation of such assets because of the purchase, retention or sale of assets in accordance with the Employer's or Investment Manager's direction. The Employer shall have responsibility for the overall diversification of the Trust

3.5 Trustee's Liability with Respect to Employer or Participant Directed Investments

The Trustee shall not be liable for, and the Employer will indemnify and hold harmless the Trustee (including its employees, affiliates, representatives and agents) from and against, any liability or expense (including counsel fees) because of: (a) any investment action taken or omitted by the Trustee in accordance with any direction of the Employer, Agent, Investment Manager or a Participant, or (b) any investment inaction in the absence of investment directions or clarification of investment directions from the Employer, Agent, Investment Manager or a Participant.

3.6 Investment Procedures

Notwithstanding any other provision of this Trust Agreement to the contrary, the Trustee may establish such reasonable rules and regulations, applied on a uniform basis to all Employers, Participants, or Agents (whichever is applicable) with respect to the requirements for, and the form and manner of, effecting transactions with respect to Participant directed investments as the Trustee shall determine to be consistent with the purposes of the Plan. Any such rules and regulations shall be binding upon all persons interested in the Trust.

3.7 Knowledge of Trustee

Although it is understood that when the Trustee is subject to the direction of the Employer, Participant, or Agent, the Trustee will perform certain ministerial duties with respect to the portion of the Trust subject to such direction, such duties do not involve the exercise of any discretionary authority to manage or control Trust assets. Such ministerial duties will be performed in the normal course of business by employees of the Trustee, its affiliates or agents. It is agreed that the Trustee is not undertaking any duty or obligation, express or implied, to review, and will not be deemed to have any knowledge or responsibility with respect to any transaction involving the investment of the Trust as a result of the performance of these ministerial duties. Therefore, in the event that the Employer, Participant, or Agent engages in any transaction which results in a claim against the Trustee, and knowledge of the Trustee is a prerequisite to imposing a duty upon or determining liability of the Trustee under: (i) the Plan, (ii) this Trust Agreement, or (iii) any law regulating the conduct of trustees with respect to the investment of trust assets, then the Trustee's receipt and processing of investment orders and other documents relating to the Trust assets shall be considered the performance of purely ministerial duties and shall not constitute knowledge on the part of the Trustee. For the purpose of this section, Trustee shall include its employees, agents and affiliates.

Section 4 - Duties of the Trustee

4.1 Duties of the Trustee

The Plan Administrator operates and administers the Plan. The Trustee is not responsible for any aspect of the Plan's operation or administration. A Named Fiduciary may appoint an Investment Manager to manage, including the power to acquire and dispose of, any asset of the Plan. The Trustee is not responsible for any aspect of an Investment Manager's advice, control or management. The Trustee is not required to look into any action taken by the Employer, the Plan Administrator, the Named Fiduciary, a Participant, or an Investment Manager, and will be fully protected in taking, permitting, or omitting any action on the basis of their instructions or direction unless such direction is, in the Trustee's opinion, contrary to the terms of the Plan, the Code or ERISA. Any instructions, notice, or direction by the Employer, the Plan Administrator, the Named Fiduciary, a Participant, or an Investment Manager, given in accordance with the provisions of the Plan shall be given or made as described in this Trust Agreement; any attempted instruction, direction, or notice made in any other format shall be void and of no effect and the Trustee shall not act on such. The Employer will indemnify the Trustee for any claims and costs the Trustee may incur in acting according to the trust provisions or upon instruction, direction, or notice from the Employer, the Plan Administrator, the Named Fiduciary, a Participant, or an Investment Manager.

In the event the Trustee becomes aware of material non-public information, the Trustee reserves the right to inquire about the Named Fiduciary's knowledge and consideration of such information with respect to the directions it received. The Trustee reserves the right to contact the Employer directly if written confirmation to its inquiry is not received from the Named Fiduciary within a reasonable period of time.

4.2 Directed Powers of the Trustee

The Trustee shall have the following powers with respect to the Trust Fund as appropriate under this Trust Agreement and subject to direction or instruction by the Plan Administrator, Named Fiduciary, Investment Manager, or Participant, as appropriate under the Plan. In no event shall the Trustee be required to review such directions or instructions, except as set forth in Section 4.1, and the Employer shall indemnify and protect the Trustee from any claims and costs resulting from following such directions. The Trustee shall have the power:

- a. To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and other instruments that may be necessary or appropriate to execute the Trustee's duties;
- b. To register any investment held in the Trust in the name of the Trustee or in the name of a nominee, and to hold any investment in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust;
- c. To employ suitable agents, brokers, broker/dealers, accountants, sub-trustees, ancillary trustees, actuaries, outside investment financial consultants, custodians, counsels (who may also be agents and/or counsel for the Employer), or other persons as needed to carry out its Trustee duties, to pay their reasonable expenses and compensation, and to be fully reimbursed by the Employer pursuant to section 4.7;
- d. To consult with legal counsel, including the Employer's counsel, with respect to the meaning or construction of the Trustee's obligations or duties under the Plan and Trust, or with respect to any action or proceeding or any question of law. The Trustee shall be fully protected with respect to any action it takes in good faith pursuant to the advice of counsel;
- e. To exercise, assign or otherwise dispose of all rights, privileges, options and elections contained in any life insurance, endowment or annuity contract held by the Trustee;
- f. To hold part or all of the Trust Fund uninvested or, pursuant to the directions of the Employer, Participant, or Agent (whichever is applicable) to place the same in a savings account with a bank approved by the Trustee or in a money market mutual fund;
- g. Pursuant to the Employer's, Participant's or Agent's directions (whichever is applicable), to write covered listed call options against existing positions and to liquidate or close out such option contracts and the purchase of put options on existing long positions (the same securities cannot be used to simultaneously cover more than one position), to exercise conversion privileges or rights to subscribe for additional securities and to make payments therefore;
- h. Pursuant to the Employer's, Participant's or Agent's directions (whichever is applicable), consent to or participate in dissolutions, reorganizations, consolidations, mergers, sales, leases, mortgages, transfers or other changes affecting securities held by the Trustee;
- i. To leave any securities or cash for safekeeping or on deposit, with or without interest, with such banks, investment executives and other custodians as the Employer, Participant or Agent (whichever is applicable) may select, and to hold any securities in bearer form or in the name of banks, investment executives and other custodians or in the name of the Trustee without qualification or description or in the name of any nominee; and
- j. To invest contributions for Participants through the facilities of an investment firm or equivalent facilities as directed by the Employer, Participant or Agent (whichever is applicable). The investment firm is designated by the Employer, Participant or Agent (whichever is applicable) with authority to provide the Trustee with instructions, via confirmations or otherwise, implementing their directions, either directly or through their Employer, to the investment firm to purchase or sell securities in such account. The Employer, agent, or Participant (whichever is applicable) shall approve beforehand all such orders and direct the investment firm either directly or through their Employer, to implement their instructions. The Trustee shall honor trades within such account(s) without obligation to verify prior authorizations of such trades. The investment firm shall receive advice of available cash in such account(s) and shall forward confirmation of purchases and sales to the Trustee and Employer, Participant, or agent (whichever is applicable). Selling short and executing purchases in an amount greater than available cash are prohibited transactions.
- k. To assume, until advised to the contrary, that the trust is qualified under Code Section 401(a);
- l. To require from the Employer, the Plan Administrator, or their authorized representatives written representations and warranties that the Plan maintains and follows established written procedures for identifying prohibited transactions and seeking applicable exemptive relief.
- m. To require written representations and warranties from the Named Fiduciary, Investment Manager or their authorized representatives that no direction provided by the Named Fiduciary, Investment Manager, or their authorized representatives will result in a non-exempt prohibited transaction under the Code or ERISA.

Each and all of the foregoing powers may be exercised without a court order or approval. No one dealing with the Trustee need inquire concerning the validity or propriety of anything that is done by the Trustee or need to see the application of any money paid or property transferred to or upon the order of the Trustee

4.3 General Powers

The Trustee shall have all of the powers necessary to do all acts and exercise all such rights and privileges, whether or not expressly authorized herein, which it may deem necessary or proper for the protection of the Trust and to accomplish any action provided for in this Trust Agreement. Any surviving spouse or Beneficiary shall be bound by the terms of this Trust Agreement regarding investments and administration of their interest.

4.4 Valuation of Trust

The Trust shall be valued by the Trustee at current fair market value as of the last day of the Plan year and, at the discretion of the Trustee, may be valued more frequently. The Trustee may adopt such methods of valuation as it deems advisable taking into consideration, among other things, investment earnings and losses, expenses charged, payments made and changes in value of the assets held in the Trust. The valuation of the Trust at fair market value includes, but is not limited to, benefit statements, fair market value statements, or any statements showing the fair market value of the investments that are issued by investment and brokerage firms (or any stockbroker selected by the Employer) and sent directly to a Participant or to the Employer. Any report that the Trustee files with the Employer is open to inspection by a Participant for a period of sixty (60) days following the date it is filed. At the end of the sixty day period, the Trustee is released and discharged as to any matters set forth in the report, except with respect to any act or omissions by the Trustee for which a Participant, the Plan Administrator, the Named Fiduciary or the Employer has filed a written objection within the sixty day period.

4.5 Trust Records

The Trustee shall keep records required to be maintained hereunder with respect to the Trust.

The Trustee agrees to treat as confidential all records and other information related to the Trust. The Trustee shall not disclose such records and other information to parties other than the Employer, except to the extent required by law, or as permitted by the Employer.

4.6 Distribution

At the direction of the Employer or its Agent, the Trustee shall mail or arrange for mailing distributions from the Trust to the Employer for the benefit of the Participants and, to the extent agreed to by the Trustee, shall make distributions directly to the Participants. The Trustee shall not be liable or responsible for any errors made by the Employer with respect to distributions. The Trustee shall be entitled to rely conclusively upon the Employer's or Agent's directions. Notwithstanding any other provision of the Trust Agreement, the Trustee may condition its delivery, transfer or distribution of any Trust assets upon the Trustee's receiving satisfactory assurances that the approval of appropriate governmental agencies or other authorities has been secured and that all notice and other procedures required by applicable law have been satisfied.

4.7 Trustee's Fees

The Trustee's fees for performing its duties hereunder shall be such reasonable amounts as shall be established by it from time to time. The Trustee shall furnish to the Employer its current schedule of fees and give written notice to the Employer whenever its fees are changed or revised. Such fees, any taxes of any kind whatsoever which may be levied or assessed upon the Trust, and any expenses incurred by the Trustee in the performance of its duties, including, but not limited to, fees for legal services rendered to the Trustee, or fees charged to the Trustee by an independent appraiser hired by the Trustee to value assets of the Trust at fair market value pursuant to section 4.4 shall be paid by the Employer, unless the Employer directs the Trustee to deduct such fees, taxes and expenses from the Trust Fund pursuant to Section 2.2(b) above.

In the event the Employer shall at any time fail to pay the Trustee's fees, taxes, and expenses within a reasonable time after demand for such payment has been made by the Trustee, the Trustee will charge the Employer's Trust Fund such fees, taxes and expenses and may liquidate such assets of the Trust Fund for such purposes as it shall, in its sole discretion, determine. The custodian will collect such fees, taxes and expenses as directed by the Trustee. Notwithstanding Section 2.2(b) above, all payments under this Section and the liquidation of assets to obtain funds may be made without the approval or direction of the Employer or Agent. If the Trust Fund is not sufficient to satisfy these fees, taxes and expenses, then the Trustee will charge the Employer for such unpaid fees, taxes and expenses.

4.8 Duties Not Assigned

The duties of the Trustee with respect to the Trust are limited to those assumed by the Trustee under the terms of this Trust Agreement. The Trustee shall not be responsible for voting proxies, receiving or mailing proxy materials (which shall be mailed directly to the beneficial owners of the proxies by the issuers of the proxies or their agents), filing reports, returns or disclosures with any government agency except as may otherwise be required by its duties as Trustee under applicable law or expressly agreed to in writing by the Trustee. Proxies or proxy materials that are received by the Trustee will be destroyed. All litigation materials will be forwarded to the Employer, Participants, or Agent as appropriate.

4.9 Standards for the Trustee's Powers

Notwithstanding any other provision of this Trust Agreement, the Trustee shall discharge its duties hereunder solely in the interest of the Participants and for the exclusive purpose of providing benefits to the Participants and defraying reasonable expenses of administering the Trust, with the skill, care, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The Trustee shall perform its duties in accordance with this Trust Agreement. The Trustee shall not be responsible in any way for any action or omission of the Employer with respect to the performance of its duties and obligations set forth in this Trust Agreement and in the Plan.

The Trustee may rely upon such information, direction, action or inaction of the Employer, Participants or Agent as being proper under the Plan or the Trust Agreement and is not required to inquire into the propriety of any such information, direction, action, or inaction. The Trustee shall not be responsible for any action or omission of any of its agents or with respect to reliance upon advice of its counsel (whether or not such counsel is also counsel to the Employer), provided the Trustee relied in good faith upon the action of such agent or the advice of such counsel.

Section 5 - Duties of the Employer

5.1 Duties of the Employer

It is understood that the Employer or its Agent shall be responsible for the performance of the following functions with respect to the Trust:

- a. Transmitting contributions made by the Employer or on behalf of each Participant in accordance with the instructions of each Participant to the Trustee at such times and in such manner as is mutually agreed between the Employer and the Trustee and as required by applicable federal and state laws and regulations.
- b. Providing to the Trustee, on a timely basis, a copy of the Plan document including all amendments and restatements. All such documents shall have been duly and timely adopted at the time of their delivery to the Trustee.
- c. Determining that the contributions made by or on behalf of each Participant are in accordance with any applicable federal and state laws and regulations including but not limited to those governing these calculations, limitations, the manner and timing or withholdings and the timing of remittance to the Trustee.
- d. Assuring that the Plan maintains qualified status under all applicable Sections of the Code.
- e. The Employer is responsible for determining if the Plan will comply with ERISA section 404(c). If the aforementioned section applies, the Employer is responsible for assuring that the Plan complies with ERISA section 404(c) and any regulations issued thereunder.
- f. The Employer is responsible for maintaining the adequacy of the Trust Fund.
- g. Notifying the Trustee if the Plan will be terminated and the effective Plan termination date.

5.2 Bonding

The Employer agrees to obtain and maintain, in an amount sufficient to meet applicable federal regulations, a fiduciary bond and to include as those covered by such bond the employees of the Employer, the Plan Administrator, and the Named Fiduciary and the Trustee, including any of the Trustee's employees, officers and agents, as required by law to be so covered. The cost of any such bond shall be paid by the Employer.

5.3 Information and Data to be Furnished to the Trustee

The Employer or its Agent shall furnish the Trustee with such information and data relevant to the Plan as is necessary for the Trustee to properly perform its duties assumed hereunder, including, but not limited to, a copy of the Plan's qualification letter or opinion letter from the Internal Revenue Service and Plan promissory notes.

5.4 Employer's Representations and Warranties

The Employer represents and warrants that:

- a. The Named Fiduciary shall timely provide the Trustee with a copy of any SEC 8-K filing and shall notify the Trustee of any bankruptcy filings, formal civil or criminal charges filed against the Employer or directors by federal or state regulators.
- b. There are no existing 8-K filings, bankruptcy filings, or legal actions known to the Employer, Named Fiduciary or Investment Manager other than those disclosed to the Trustee and that no direction provided by the Employer, Plan Administrator, Named Fiduciary or Investment Manager will result in a non-exempt prohibited transaction under the Code or ERISA.
- c. The Plan Administrator and Named Fiduciary will maintain and follow established written procedures for identifying prohibited transactions and seeking applicable exemptive relief.
- d. There are no plan documents or instruments that establish limits on the investments in which the plan may invest that have not been provided to the Trustee and that it or the Named Fiduciary will provide copies to the Trustee within 15 days of any changes to the Plan's documents that establish limits on plan investments.
- e. It will not object if the Trustee discloses material non-public information to the Employer or Named Fiduciary.

5.5 Limitation of Duties

Neither the Trustee nor any of its officers, directors, partners, affiliates or agents shall have any duties or obligations with respect to this Trust Agreement, except those expressly set forth herein and in the Plan.

Section 6 - Termination of Trust

6.1 Resignation or Removal of Trustee

The Trustee may resign at any time upon thirty (30) days prior written notice to the Employer or may be removed by the Employer at any time upon thirty days prior written notice to the Trustee. Upon resignation, or removal by the Employer or if the Trustee is unable to fulfill its duties under this Trust Agreement for any reason, the Employer shall appoint a successor trustee. Upon receipt by the Trustee of written acceptance of such appointment by the successor trustee, the Trustee shall transfer to the successor the assets of the Trust and all records (or copies) pertaining thereto. The Trustee is authorized, however, to reserve such sum of money or property as it may deem advisable for payment of all fees, compensation, costs and expenses, or for payment of any liabilities constituting a charge on or against the assets of the Trust or on or against the Trustee, with any balance of such reserve remaining after payment of all such items to be paid over to the successor trustee. Upon the assignment and transfer of the assets of the Trust, and obtaining a receipt thereof from the successor trustee, the Trustee shall be released and discharged from any and all claims, demands, duties and obligations arising out of the Trust and its management thereof, excepting claims based only upon the Trustee's willful misconduct or gross negligence. If on the date upon which the Trustee's resignation or removal is effective, the Employer has not appointed a successor trustee which has accepted such appointment, the Trustee shall appoint the Employer as successor trustee and shall deem automatic acceptance of such appointment.

6.2 Termination of the Trust

The Trust shall continue with respect to the Employer so long as the Plan is in full force and effect. If the Plan ceases to be in full force and effect, this Trust shall terminate and Trust assets shall be distributed according to the terms of the Plan.

Section 7 - Miscellaneous

7.1 Exclusive Purpose

This Trust has been established for the exclusive benefit of the Plan's Participants.

Except as provided herein, it shall be impossible at any time prior to the satisfaction of all liabilities to the Participants for any part of the principal or income of the Trust, other than such part as is required to pay taxes, administrative expenses or refund contributions as provided herein, to be paid or diverted to the Employer or to be used for any purpose whatsoever other than for the exclusive benefit of the Participants

7.2 Indemnification

The Employer shall indemnify and hold harmless the Trustee (including its affiliates, employees, representatives and agents) from and against any liability, cost or other expense, including, but not limited to, the payment of attorney's fees which the Trustee may incur in connection with the Trust or the Plan unless such liability, cost or expense arises from the Trustee's own willful misconduct or gross negligence. The Trustee shall not be obligated or expected to commence or defend any legal action or proceeding in connection with the Trust unless agreed upon in writing by the Trustee and the Employer and unless the Trustee is fully indemnified for doing so to its satisfaction.

7.3 Construction

In any action or proceeding involving the Trust or the administration of the Trust, only the Trustee and the Employer shall be necessary parties. Unless otherwise ordered by the court entertaining jurisdiction thereover, no other person having or claiming to have an interest in the Trust or this Trust Agreement shall be entitled to any notice or service of process. Any final judgment entered in such action or proceeding shall be conclusive upon all persons claiming under this Trust Agreement.

7.4 Headings

Headings in this Trust Agreement are inserted solely for convenience of reference and shall neither constitute a part of this Trust Agreement, nor affect its meaning, construction or intent.

7.5 Severability

If any provision of this Trust Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Trust Agreement shall be construed and enforced as if such provision had not been included.

7.6 Return of Contributions

Contributions are conditioned on initial qualification of the Plan under section 401(a) of the Code, and if the Plan and Trust do not qualify, the Trustee may return such contributions to the Employer upon the Employer's written direction due to a "mistake of fact" as described in section 403(c) of ERISA. Contributions made by the Employer by "mistake of fact" may revert and be paid to the Employer within one year after the payment of such mistake contributions. In making such a return of assets to the Employer, the Trustee may accept the Employer's written direction as its evidence that such payment complies with the Plan and section 403(c) of ERISA, and the Trustee need make no further investigation.

7.7 Voting

The Employer or its Agent shall direct the Trustee in writing how to vote any Trust assets for which the Trust has voting rights. Neither the Employer nor its Agent, however, may appoint the Trustee as its designee for purpose of this Section unless the Trustee agrees to such a designation in writing.

7.8 Non-alienation of Benefits

No rights or claims to any of the monies or other assets of the Trust shall be assignable, nor shall such rights or claims be subject to garnishment, attachment, execution or levy of any kind; and any attempt to transfer, assign or pledge the same, except as specifically permitted by law, shall not be recognized by the Trustee.

7.9 Amendments

The Employer and the Trustee may amend this Trust Agreement at any time by a written agreement between them; provided, however, that no such amendment shall make it possible for any part of the corpus or income of the Trust to be used or diverted to purposes other than the exclusive benefit of Participants and defraying reasonable expenses of administering the Plan and Trust.

7.10 Inspection of Plan Records by Employer

The Trustee agrees to permit the Employer or its Agent to inspect the records of the Trust maintained by the Trustee during regular business hours by giving reasonable written notice to the Trustee. The Trustee further agrees that it will provide the Employer or its Agent with information and records that the Employer may reasonably require.

7.11 Law Governing

This Agreement shall be administered, construed and enforced according to the laws of the state of the principal place of business of the Trustee to the extent not superseded by applicable federal law. All contributions to the Trustee shall be deemed to take place in the state in which the principal place of business of the Trustee is located.

The Employer agrees that all controversies between the Employer and Trustee and/or any of its officers, directors, or employees present or former concerning or arising from (i) any retirement account maintained with the Trustee by the Employer (ii) any transaction involving any Participant's account, whether or not such transaction occurred in such account or accounts; or (iii) the construction, performance or breach of this Agreement between us, whether such controversy arose prior, on, or subsequent to the date hereof, shall be determined by instituting a lawsuit in the state or federal courts situated in South Dakota

7.12 Merger, Consolidation or Transfer

In the event of the merger, consolidation or transfer of any portion of the Trust to a trust fund held under any other plan, the Trustee shall dispose of all or part, as the case may be, of the Trust in accordance with the written directions of the Employer, subject to the right of the Trustee to reserve funds as provided in Section 6.1 hereof.

7.13 Trustee as Successor Trustee

If the Trustee is acting as a successor trustee with respect to the Trust, the Employer shall indemnify the Trustee against all liabilities with respect to the Trust arising prior to the appointment of the Trustee and its acceptance thereof.

7.14 Successor and Assigns

This Agreement shall be binding upon the successor and assigns of the parties hereto.

7.15 Notices

Any notice from the Trustee to the Employer or its Agent or from the Employer or its Agent to the Trustee provided for in the Plan or in this Trust Agreement shall be effective if sent by first class mail to their respective last address of record or other medium agreed upon by the Employer and the Trustee.

Section 8 - Execution

This Trust Agreement shall be executed in counterparts, each of which shall be deemed an original. IN WITNESS WHEREOF, the undersigned have executed this Trust Agreement to be effective as of the _____ day of _____, _____.

Acceptance of the Trustee

The undersigned hereby accepts appointment as Trustee hereunder and agrees to be bound by the terms of this Trust Agreement.

BANK OR TRUST COMPANY (if Corporate Trust) Equity Trust Company			EMPLOYER		
BANK OR TRUST COMPANY ADDRESS 1 Equity Way			EMPLOYER ADDRESS		
CITY Westlake	STATE OH	ZIP CODE 44145	CITY	STATE	ZIP CODE
BANK OR TRUST COMPANY SIGNATURE X			EMPLOYER SIGNATURE X		
TITLE			TITLE		
PRINT NAME			PRINT NAME		

This Agreement between the Employer sponsoring the Tax-Qualified Retirement Plan and Equity Trust Company, a South Dakota Trust Company ("ETC"), is effective on the later of the date when signed by an authorized representative of ETC or when ETC receives a fully executed Adoption Agreement.

Part 1 - Plan and Employer Specifications

For the Employer

EMPLOYER NAME			
ADDRESS	CITY	STATE	ZIP CODE
CONTACT NAME	TITLE		

For the Plan

PLAN NAME
PLAN TYPE (Check appropriate Box) <input type="checkbox"/> Individual 401(k) Plan <input type="checkbox"/> Profit Sharing Plan

Part 2 - Employer Representations

The Employer is the Plan Administrator and is responsible for operating the Plan in accordance with the terms of the Plan document. The Employer, as Plan Administrator, represents the following:

1. The Employer acknowledges, accepts, and assumes responsibility for providing ETC with complete, accurate, and timely information necessary to provide services to the Plan as outlined in this Agreement.
2. The Employer is responsible for reviewing, approving, submitting, and certifying as to the accuracy of all annual returns/reports (as applicable) required by the Department of Labor (DOL) and/or the Internal Revenue Service (IRS).
3. The Employer is responsible for monitoring, researching, calculating, and approving the maximum tax-deductible amounts of employer contributions to the Plan.
4. The Employer is responsible for making final determination relating to employee eligibility and benefit entitlement, including the amount of benefit to which an employee is entitled.
5. If permitted under the terms of the Plan, the Employer is responsible for the separate accounting of any after-tax contributions (investment in contract), including Roth Elective Deferral Contributions, and the earnings thereon. The Employer is responsible for the recordkeeping requirements of Roth Elective Deferral Contributions including but not limited to tracking the 5-taxable year period. The Employer will provide ETC with the amount of the investment in contract and applicable earnings for distributions that include after-tax contributions.
6. The Employer is responsible for maintaining, updating, distributing and preserving records and required notices with respect to Plan management and operation.
7. The Employer is responsible for providing ETC with timely and accurate Plan and/or participant information necessary to prepare required government reporting as outlined in the Compliance Services section of this Agreement.
8. The Employer is responsible for reviewing, approving, and certifying as to the accuracy of all calculations performed by ETC at the Employer's request, including, but not limited to loan repayment amounts and testing for excess contribution limits under Internal Revenue Code ("Code") Sections 415 and 402(g).
9. The Employer is responsible for providing ETC with any amendments to the Adoption Agreement.
10. The Employer shall be required to respond in a timely manner to any request from ETC to amend the Adoption Agreement due to required tax law changes.
11. If participant loans are permitted under the terms of the Plan, the Employer acknowledges and accepts responsibility for loan administration as outlined in the Plan document and Adoption Agreement.

12. The Employer, as Plan Administrator, agrees to maintain the tax-qualified status of the Plan, both in form and in operation, pursuant to the Internal Revenue Code, Employee Retirement Income Security Act and all other applicable laws and regulations. The Employer understands and accepts that ETC is not authorized to, and does not provide legal or tax advice. The Employer further understands that it must obtain such advice from its own legal and tax counsel on matters including, but not limited to: Plan design, operational issues, eligibility, coverage, contributions, distributions and their applicable notices such as those required for a Qualified Joint and Survivor Annuity, Qualified Preretirement Survivor Annuity and direct rollover, preparation of a Summary Plan Description and Summary of Material Modifications, issuing of employee benefit statements, potential controlled groups or affiliated service group issues, and protected benefits.
13. With regard to any Plan designated as an "Individual 401(k) Plan" above, the Employer further represents:
 - There are currently no common-law employees employed by the Employer.
 - The Employer agrees to notify ETC immediately, but not later than ten (10) calendar days from the day of occurrence, if the Company: (i) employs any common-law employees; (ii) acquires another business (with or without common-law employees); (iii) is acquired by, and/or becomes a member of a controlled group or a member of an affiliated service group with another business (with or without common-law employees); or (iv) adds a partner who owns less than 5% of the capital interest or profits.

Part 3 - ETC Agrees to Provide the Following Services:

Plan Document

ETC makes available a standardized prototype plan document and Adoption Agreement.

Recordkeeping

1. ETC will provide ongoing recordkeeping of contributions, distributions, and loans (including deposits, withdrawals, repayments and defaults) based on information provided by the Plan Administrator and/or brokerage firm. ETC does not provide separate accounting or recordkeeping of after-tax contributions, including the investment in contract and earnings or the recordkeeping of Roth Elective Deferral Contributions, including but not limited to tracking the 5 taxable year period.
2. Prepare required compliance testing for Code Sections 402(g) and 415 limits, upon request.
3. ETC will notify participants age 70½ (age 72 if after 1/1/2020) or older of required minimum distributions, calculate required distribution amounts upon request, and process distribution requests.
4. If participant loans are permitted under the Plan, ETC will prepare and provide to the Plan Administrator a signature ready participant loan package which includes a Loan Application and Agreement and a Loan Withdrawal Request form.

Compliance Services

ETC will provide the following services contingent upon receipt of complete and accurate required information and any payment of fees as outlined in our Schedule of Trustee Fees.

1. Prepare requested or required amendments, for a fee, with respect to ETC prototype plans.
2. Prepare annual Form 5500 and a Summary Annual Report, if required, and upon request.
3. Prepare annual IRS Form 1099-R to report distributions to participants.

Directed Trustee Services

The Employer agrees to appoint ETC as a non-discretionary, directed trustee ("Trustee") to act, either: (a) pursuant to the terms of the trust agreement in ETC's prototype plan or (b) as "successor trustee" under the terms of the trust agreement between the Employer and ETC (as applicable, the "Trust Agreement"). Subject to the termination provisions herein, termination of this Agreement by either the Employer or ETC will also operate as notice of removal or resignation of ETC as Trustee pursuant to the terms of the Trust Agreement.

Exclusions and Limitations

ETC does not provide the following services:

1. Investment advice or assistance with selection of Plan investment options.
2. Reviewing, signing, or filing of any government reports with the IRS, Department of Labor, or Securities and Exchange Commission, except for Form 2439 and Form 1099-R.
3. Monitoring of compensation or contribution limits.
4. Determining or enforcing payment of any contribution due under the Plan or inquiring into the accuracy of or monitoring the timing of any contribution to the Trust.

5. Reviewing the integrity and appropriateness of investment options available to participants under the Plan.
6. Ensuring the accuracy, appropriateness, or completeness of data supplied by the Plan Administrator, or its agents, to ETC.
7. Services not expressly agreed to in writing.
8. Voting proxies unless directed by the Plan Administrator and provided ETC, as Trustee, agrees.

Part 4 - General Provisions

Float

ETC, as Trustee, may earn compensation in the form of short-term interest ("float") on things like uncashed distribution checks (from the date issued until the date cashed). ETC, as Trustee, may also earn "float" on contributions, loan payments, and other amounts awaiting investment. The "float" earns money market rates. "Float" is not directly credited to plans for which we provide services. Contributions and transfers are normally sent for investment on the day after they are received or as soon as possible afterwards, however, there are certain situations where the investment of these funds will take a longer period of time. Checks are normally mailed the day they are issued. The timing of when checks are cashed is beyond the control of ETC as Trustee.

Fees

The Schedule of Fees provided by ETC reflects the annual charges for the services outlined in this Agreement. ETC reserves the right to charge additional amounts for services requested by the Employer that are not covered by the Schedule of Fees.

ETC reserves the right to change fees and will provide thirty (30) day notice to the Employer upon doing so. ETC's fees are in effect according to the dates specified in the Schedule of Fees.

ETC will not be responsible for errors, added costs, or sanctions incurred due to inaccurate, inappropriate, incomplete, or untimely information provided by the Employer. If ETC receives incorrect, inappropriate, incomplete, or untimely information or documents from the Employer that requires the reprocessing of distributions, filings, or other reports, ETC reserves the right to charge the Employer its prevailing hourly rate in advance of the additional services rendered.

If the Employer terminates ETC's services prior to the end of the calendar year, the Employer agrees to pay the Plan fees through the end of the then current calendar year plus the applicable termination fee referenced in the Schedule of Fees, including those fees that are not or cannot be deducted directly from the account.

Brokerage Firm Fee Deduction

The brokerage firm you have selected may have an agreement in place with ETC (or with its agent) which assigns responsibility for the collection of fees to the brokerage firm. The Employer will review with their brokerage firm representative the latest fee schedule, the amount of fees charged and how such fees will be collected.

The Employer will review with their brokerage firm representative the amount, method and timing of any fee deductions. ETC will provide applicable brokerage firms with the trustee fees due per participant. Fees are determined by ETC on a per-capita basis except for those fees specific to a participant request or event, such as distributions, terminations, loans, or other individual services as outlined in the Fee Disclosure. Your signature on this agreement is your authorization to have plan fees deducted as outlined above.

ETC will issue an invoice to the Employer for brokerage firms which do not have a fee agreement in place.

Non-payment of Fees

- In the event the Employer fails to pay certain Plan administrative or transaction based fees specified in the Schedule of Fees, and those fees are more than thirty (30) days in arrears ("Outstanding Fees"), the Employer hereby expressly authorizes the Trustee, in accordance with the Trust Agreement, to deduct such Outstanding Fees from participant accounts.
- Outstanding fees shall be debited from participant accounts on a per-capita basis except for those fees specific to a participant request or event, such as distributions, terminations, loans or other individual services as outlined in the Fee Disclosure.
- If ETC is unable to collect Outstanding Fees from participant accounts, the Employer agrees to, and shall, indemnify and hold ETC harmless from and against all liability, costs, claims, damages, losses, expenses (including, without limitation, attorney fees) which ETC may suffer, incur, or pay out as a result of ETC terminating its services to the Plan in accordance with the termination provisions herein.

Disputes - Arbitration

General. In the event that there is any dispute between the Parties regarding:

- this Agreement;
- any Services;
- any rights, duties, or obligations explicitly or implicitly granted or arising under this Agreement;
- any transaction made under this Agreement; or
- any construction or application of this Agreement,

the Parties will try in good faith to first resolve all such disputes as described below.

The Parties agree that all discussions and communications during the dispute resolution process will be, and will remain, confidential to the fullest extent allowed by applicable law. The Parties agree to treat all such discussions and communications as compromise and settlement negotiations for the purposes of any rules of evidence.

Negotiation. If the Parties cannot resolve a dispute in the ordinary course of business, the Party claiming a grievance against the other shall give the other Notice of that grievance in writing, stating the nature of the grievance and the relevant facts, including documentation, and referring to this Article. The other Party will then have 15 days to make a complete, written response in a Notice to the other. The Parties will meet to discuss the dispute. If practicable and mutually desirable, the Parties will meet in person. If the dispute remains unresolved for any reason after 60 calendar days following the mailing of the response, the Parties will then proceed to mediation.

Mediation. The Parties will, as soon as commercially reasonable after the 60 day period referred to under Negotiation, above, initiate the mediation process and endeavor in good faith to settle their dispute by mediation. Unless the Parties agree to the contrary, the mediation will conform to the then current Mediation Rules for Commercial Financial Disputes of the American Arbitration Association or such similar organization as the Parties may agree. If the Parties cannot agree on a neutral mediator, one will be appointed by the American Arbitration Association in accordance with its mediation rules. Mediation will occur within 60 days of the initiation of the mediation process. The Parties will share equally in the fees and expenses of the mediator and the cost of the facilities used for the mediation, but will otherwise bear their respective costs incurred in connection with the mediation. The mediation shall be non-binding. If the dispute remains unresolved for any reason after the completion of the mediation process, the Parties will then proceed to arbitration.

Arbitration. If a dispute is to be resolved by arbitration, the arbitration proceeding will take place in Cleveland, Ohio. The arbitration will be governed by the Federal Arbitration Act.

There will be three arbitrators, each of whom will be selected, and the arbitration conducted, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), except that the provisions of this Agreement will control over the AAA rules where the Agreement and the Rules differ or the Rules are silent.

The arbitrators must be attorneys (current members of the bar of the State of Ohio or retired from active practice within the past 5 years) who are familiar with, and have practiced in, the areas of law relevant to the arbitration.

The Parties will share equally in the fees and expenses of the arbitrators and the cost of the facilities used for the arbitration hearing. Each Party will bear all other costs and expenses that it incurs in connection with the arbitration.

Depositions will not be allowed, but information may be exchanged by other means.

The Parties agree to use their best efforts to ensure that the arbitrators are selected promptly and that the arbitration hearing is conducted no later than 3 months after the arbitrators are selected.

The arbitrators must decide the dispute in accordance with the substantive law which would govern the dispute had it been litigated in court. This requirement does not, however, mean that the award is reviewable by a court for errors of law or fact.

Following the arbitration hearing, the arbitrators will issue an award and a separate written decision that summarizes the reasoning behind the award and the legal basis for the award. The arbitrators may not award punitive damages and may not require one Party to pay another Party's costs, fees, attorneys' fees, or expenses. The award of the arbitrators will be binding on each Party. Judgment upon the award may be entered in any federal district court.

Preliminary Injunctive Relief. The dispute resolution procedures set forth above will be the sole and exclusive procedures for the resolution by the Parties of any disputes which arise out of or are related to this Agreement, except that a Party may seek preliminary or temporary injunctive relief from a court if, in the Party's sole judgment, such action is necessary to avoid irreparable harm or to preserve the status quo. If a Party seeks judicial injunctive relief as described in this paragraph, the Parties will continue to participate in good faith in the dispute resolution procedures described above. The Parties agree that no court which a Party petitions to grant the type of preliminary injunctive relief described in this paragraph may award damages or resolve the dispute. Venue for any judicial proceeding for preliminary or temporary injunctive relief will be in Cleveland, Ohio, unless the Parties agree to the contrary. Any objections or defenses based on lack of personal jurisdiction or venue are hereby expressly waived for the purposes of the injunctive relief described in this paragraph.

Law Governing

This Agreement shall be administered, construed and enforced according to the laws of the State of Ohio, except to the extent superseded by applicable federal law.

Termination of Services

Either Party may terminate this Agreement by giving the other Party written notice at least thirty (30) days in advance of the effective date of such termination. Unless agreed otherwise in writing, ETC will not provide compliance services, including but not limited to the preparation of Form 5500, following the effective date of the termination, if the Employer terminates this Agreement before the end of the Plan year or ETC terminates its services as a result of non-payment of Outstanding Fees. ETC will, however, prepare IRS Form 1099-R for distributions that occurred prior to the effective date of the termination.

Acknowledgement

The Employer acknowledges that: (i) it has relied upon its own legal and tax advisors regarding the Plan and this Agreement, (ii) as Plan Administrator, the Employer is fully and ultimately responsible for the operation, administration, and operational and form integrity of the Plan, and (iii) ETC assumes no responsibility for recordkeeping, compliance, or administrative work performed by another service provider prior to the effective date of this Agreement.

Indemnification

The Employer shall hereby indemnify and hold ETC and its current and former officers, agents, and employees harmless against and from any and all loss or damage incurred by ETC to the extent such loss or damage is caused by mistakes, omissions, delinquencies, or inaccuracies (including, but not limited to untimely or lack of notification to ETC of the hiring of common-law employees, if required pursuant to Part I, Item 13 hereof) of the Employer, its representatives, agents, or employees.

For the purpose of this indemnification, "loss or damage" includes any liability for principal, interest, costs, charges, sanctions, or attorney's fees (without limitation) and expenses incurred by ETC.

Part 5 - Authorized Signatures

I have read, understand, and accept this Service Agreement for Tax-Qualified Retirement plans in its entirety. I further understand, accept, affirm, and certify that – if my Plan has been designated as an "Individual 401(k) Plan" in this Service Agreement – I, as the Employer, and Plan Administrator, am solely responsible for ensuring that my Plan does not, cannot, and shall not, at any time, cover any common-law employees. I shall immediately notify ETC, but no later than ten (10) calendar days from the date I hire any common-law employees (including partners who own less than 5% of the company). I understand, acknowledge, agree, and accept that, immediately upon my notification of such event, ETC will be required to terminate its services to my Individual 401(k) Plan.

For the Employer

EMPLOYER SIGNATURE X		DATE	
PRINT NAME			
COMPANY	TITLE		
ADDRESS	CITY	STATE	ZIP CODE

For Equity Trust Company

The signature below acknowledges that ETC agrees to provide services for the Employer's Plan according to the terms specified in this Agreement.

EQUITY TRUST COMPANY SIGNATURE X		DATE	
PRINT NAME	TITLE		

CAUTION: Failure to properly complete this Adoption Agreement may result in disqualification of the Plan.

Employer Information

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. Employer's Name, Address, Telephone Number and TIN

EMPLOYER NAME

ADDRESS

CITY

STATE

ZIP CODE

DAYTIME PHONE NUMBER

TAX ID NUMBER (TIN)

Plan Information

2. Plan Name:

3. Plan Status:

- a. New Plan
- b. Amendment and restatement of existing Plan
 PPA Restatement (leave blank if not applicable)
 - i. This is an amendment and restatement to bring a plan into compliance with the Pension Protection Act of 2006 ("PPA") and other legislative and regulatory changes (i.e., the 6-year pre-approved plan restatement).

4. Effective Date (Plan Section 1.25) (complete a. if new plan; complete a. AND b. if an amendment and restatement)

Initial Effective Date of Plan

a. _____ (enter month, day, year) (hereinafter called the "Effective Date" unless 4.b. is entered below)

Restatement Effective Date. If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:

b. _____ (enter month, day, year; may enter a restatement date that is the first day of the current Plan Year. Plan contains appropriate retroactive dates with respect to provisions for appropriate laws.)

5. Plan Year (Plan Section 1.65) means the 12 consecutive month period ending on _____.

However, if this is a new Plan, the Plan Year will be the period beginning on the Effective Date of the Plan and ending on the date specified herein.

6. Conditions of Eligibility (Plan Section 3.1)

An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following:

- a. Service Requirement None 1 Year of Service
- b. Age Requirement None Age _____ (may not exceed 21)

7. Effective Date of Participation (Entry Date) (Plan Section 3.2)

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of:

- a. the date such requirements are met.
- b. the first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met.
- c. the earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met.

8. Recognition of Service with Other Employers (Plan Section 1.88)

- a. No service with other employers shall be recognized (except as required by law).
- b. Prior service with _____ will be recognized for all purposes.

9. Normal Retirement Age (“NRA”) (Plan Section 1.55) means the date a Participant attains age _____ (not to exceed 65 and, if this Plan includes transferred pension assets, may not be less than age 62 unless the Employer has evidence that the representative typical retirement age for the adopting Employer’s industry is a lower age, but no less than age 55).

10. Salary Reduction Arrangement – Elective Deferrals

Each Participant may elect to have Compensation deferred by up to the maximum amount allowed by law. Catch-Up Contributions and Roth Elective Deferrals. Participants may make (select all that apply):

- a. Catch-Up Contributions
- b. Roth Elective Deferrals

11. In-Plan Roth Rollover Contributions (Plan Section 12.11)

- a. In-Plan Roth rollover contributions are NOT permitted.
- b. In-Plan Roth rollover contributions may be elected by any Participant, under the existing in-service distribution provisions.

12. Trustee(s) or Insurer(s)

- a. This Plan is funded exclusively with Contracts and the name of the Insurer is _____.
- b. Financial institution that is the sponsor of this prototype plan.
- c. Check here if the financial institution has full trust powers.
- d. Sole proprietor, practitioner, partner or officer who signs this Adoption Agreement on behalf of the Employer.
- e. The following person or entity:

	NAME(S)
	ADDRESS
	TELEPHONE

Standard Provisions

The following elections, which are referenced in the Basic Plan Document, apply to this Plan.

1. Valuation Date means the last day of the Plan Year and any other dates deemed necessary or appropriate by the Administrator, which may include any day that the Trustee, any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation).
2. The Employer will be the Plan Administrator.
3. 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 or Insurer, such Trustee’s or Insurer’s) principal place of business is located.
4. All Employees, except union employees and non-resident aliens (both as defined in Plan Section 1.28), are eligible to participate for all purposes of the Plan.
5. To the extent applicable, the Hours of Service method shall be used to compute eligibility for Employees based on actual hours for which an Employee is paid or entitled to payment. “Year of Service” means the computation period of twelve (12) consecutive months during which an Employee has completed at least 1,000 Hours of Service. Employees whose records of actual Hours of Service are not maintained or available (e.g., salaried employees) will be credited with one hundred ninety (190) Hours of Service for each month they would be credited with at least one (1) Hour of Service during the month. The eligibility computation period after the initial eligibility computation period shall shift to the Plan Year. The vesting computation period shall be the Plan Year.
6. Normal Retirement Date means the Anniversary Date coinciding with or next following a Participant’s Normal Retirement Age.
7. There are no early retirement provisions.
8. Compensation with respect to any Participant means wages, tips, and other compensation on Form W-2 and shall be based on the Plan Year. Compensation for any Self-Employed Individual, however, shall be equal to Earned Income.

9. Compensation shall be adjusted by (a) including compensation not currently includible in the Participant gross income by reason of the application of Code §§401(k), 125 (cafeteria plan), 132(f)(4) (qualified transportation fringe), 402(h)(1)(B) (simplified employee pension plan), 414(h)(2) (employer pickup contributions under a governmental plan), 403(b) (tax sheltered annuity) or 457(b) (eligible deferred compensation plan; (b) excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in (a) above) and welfare benefits; and (c) excluding Compensation paid during the determination period while not a Participant in the Plan. Military Differential Pay will be treated, for Plan Years beginning after December 31, 2008, as Compensation for all Plan benefit purposes. 415 Compensation and Plan Compensation will include (to the extent provided in Plan Section 1.40), post-severance regular pay, leave cash-outs and payments from non-qualified unfunded deferred compensation plans.
10. The ADP and/or ACP safe harbor provisions, Qualified Automatic Contribution Account provisions, Eligible Automatic Contribution Account provisions, and SIMPLE provisions shall not apply. The ADP and ACP ratio for Non-highly Compensated Employees will be based on current year ratio.
11. The Employer may make matching contributions equal to a discretionary percentage, to be determined by the Employer, of the Participants' Elective Deferrals (including, if permitted under the Plan, Roth Elective Deferrals and/or Catch-up Contributions). In applying the matching contribution, only Elective Deferrals up to a discretionary percentage of a Participant's Compensation or a discretionary dollar amount, the percentage or dollar amount to be determined by the Employer on a uniform basis to all Participants, will be taken into account. This matching contribution shall be made on a payroll period basis to any Participant who is employed on the last day of the Plan Year or who terminates with at least 500 Hours of Service.
12. The Employer may make a discretionary profit sharing contribution for a Plan Year, the amount to be determined in the discretion of the Employer and allocated in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants eligible to share in the allocations for the Plan Year. A Participant is eligible to share in the contribution for the Plan Year if the Participant is employed on the last day of the Plan Year or terminates employment with at least 500 Hours of Service during the Plan Year.
13. All contributions shall be 100% vested at all times.
14. Distributions will be made as soon as administratively feasible following termination of employment in lump-sums only. Partial withdrawals or installments are only permitted for required minimum distributions under Code §401(a)(9). No annuities will be allowed. All distributions will be in cash or property that is specifically allocated and identifiable with respect to a Participant.
15. Distributions upon the death of a Participant prior to receiving any benefits shall be made pursuant to the election of the Participant or Beneficiary.
16. No involuntary distributions shall be made.
17. Hardship distributions are allowed from all Accounts subject to the parameters set forth in Plan Section 12.10 (e.g. distributions from a Participant's Elective Deferral Account are limited to the portion of such Account attributable to such Participant's Elective Deferrals (and earnings attributable thereto up to December 31, 1988)).
18. In-service distributions are allowed at age 59 ½ from all Accounts.
19. Loans are permitted from all Accounts, in accordance with the terms of the Participant loan program.
20. The Participants shall direct the Trustee with respect to the investments of all Accounts.
21. Rollovers may be accepted from all Eligible Employees. Distributions from a Participant's Rollover Account may be made at any time.
22. After-tax voluntary Employee contributions are not allowed.
23. Required minimum distributions shall be made at the later of age 70 ½ (age 72 if after 1/1/2020) or retirement, except for 5% owners.
24. Qualified reservist distributions are not permitted.
25. HEART Act provisions – continued benefit accruals will not apply and the Plan does not permit distributions for deemed severance of employment.
26. WRERA provisions – required minimum distributions (RMDs) for 2009 were suspended unless a Participant or Beneficiary elected to receive such distributions.
27. Non-spousal rollovers are permitted effective for distributions after December 31, 2006.
28. There are no elections made on an Appendix A (Special Effective Dates and other permitted elections).

The adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code §401 except to the extent provided in Rev. Proc. 2011-49 or subsequent guidance.

An Employer who has ever maintained or who later adopts any plan (including welfare benefit fund, as defined in Code §419(e), which provides post retirement medical benefits allocated to separate accounts for Key Employees, as defined in Code §419A(d)(3), or an individual medical account, as defined in Code §415(l)(2)) in addition to the Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code §§415 and 416. If the Employer who adopts or maintains multiple plans wishes to obtain reliance with respect to the requirements of Code §§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 or with the respect to certain qualifications, which are specified in the opinion letter issued with respect to the Plan and in Rev. Proc. 2011-49 or subsequent guidance.

This adoption Agreement may be used on in conjunction with basic Plan document #10. This Adoption Agreement and the basic Plan document shall together be known as SunGard Business Systems LLC Solo 401(k) Profit Sharing Plan #10-007.

The adoption of the Plan, its qualification by the IRS, and the related consequences are the responsibility of the Employer and its independent tax and legal advisors.

Equity Trust Company will notify the Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify Equity Trust Company of any change in address. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and Equity Trust Company no longer has any obligations to the Employer that relate to the adoption of this Plan.

With regard to any questions regarding the provisions of the Plan, adoption of the Plan, or the effect of an opinion letter from the IRS, call or write (this information must be completed by the sponsor of this Plan or its designated representative):

NAME Equity Trust Company			
ADDRESS P.O. Box 45274	CITY Westlake	STATE OH	ZIP CODE 44145
TELEPHONE 800-209-9010			

The Employer and Trustee (or Insurer), by executing below, hereby adopt this Plan:

EMPLOYER: [Name of Employer]	DATE
BY:	

TRUSTEE (OR INSURER):

The signature of the Trustee or Insurer appears on a separate agreement or Contract (a separate Trust Agreement may only be used if it has been approved for use with this Plan),

OR

[Name of Trustee]

TRUSTEE OR INSURER:	DATE
----------------------------	------

Important Information for all Employees (for Individual 401(k) Only)	Important Information for all Employers (for Individual 401(k) Only)
This plan is designed for a business owner, including partners, and their spouses only. A spouse can only participate if he/she is an employee of the company. If you are not an owner or an owner's spouse, please contact your employer immediately. You cannot complete this form or participate in the plan.	You are the employer and plan sponsor of this plan. If you have common-law employee(s), including partners who own less than 5% of the business, who are eligible or will become eligible for this plan, you must contact us regarding options to cover these employees under other retirement plans.

1 PLAN INFORMATION

This must be completed and submitted with an Adoption Agreement for all Plans or when adding new participants.

EMPLOYER NAME			
ADDRESS	CITY	STATE	ZIP CODE
EMPLOYER PHONE NUMBER	EMPLOYER EMAIL ADDRESS	EMPLOYER TAX ID NUMBER	
Plan Type: (Select one) <input type="checkbox"/> Individual 401(k) Plan <input type="checkbox"/> Profit Sharing Plan <input type="checkbox"/> Pension			

2 INVESTMENT REPRESENTATIVE INFORMATION

NAME			
ADDRESS	CITY	STATE	ZIP CODE
PHONE NUMBER	EMAIL ADDRESS	INVESTMENT FIRM	

3 PARTICIPANT INFORMATION

IMPORTANT NOTE

A Beneficiary Designation/Change Form needs to be completed for each participant below and returned with this form.

Indicate If Owner/Spouse - <i>1(k) Only</i>	Participant's Name	Participant's Social Security Number	Date of Birth	Date of Hire	Date of Participation	Participant's New Account Number (Issued by Investment Firm)
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						

4 PLAN SPONSOR SIGNATURE

- I have read and understand the information provided in the instructions regarding float.
- I agree to pay all applicable fees described in the "Schedule of Trustee Fees", which may be changed from time to time.
- Any fee changes will be communicated to me in writing by Equity Trust Company. If I do not pay such trustee fees directly, I authorize my/our investment representative as "custodian" to debit such trustee fees from my retirement plan account.
- I understand Equity Trust Company is not an investment advisor and does not supervise or control my investment representative. Equity Trust Company does not endorse any particular investment. I agree to use independent judgment in making my investment decisions.
- I certify that I am either an owner or the spouse of an owner and that I am an employee of the employer. – ***I(k) Only***

PLAN SPONSOR SIGNATURE	DATE
------------------------	------

This Beneficiary Designation Form must be completed by each participant when a new plan is established, new employees are added, and when there is a change of beneficiary. The trustee shall make payments in accordance with the most recent beneficiary designation form that is on file with the trustee. It shall be the responsibility of the employer and participant to forward beneficiary designation forms to the trustee containing any changes in the designation of beneficiaries.

If a married participant designates a beneficiary other than his/her spouse, the spouse must consent to the designation of that beneficiary in writing.

1 PARTICIPANT INFORMATION

PLAN NAME			
PARTICIPANT NAME			
ADDRESS	CITY	STATE	ZIP CODE
BROKERAGE FIRM AND ACCOUNT NUMBER	SOCIAL SECURITY NUMBER	PHONE NUMBER	

2 BENEFICIARY DESIGNATIONS

I hereby designate the following individuals as primary and contingent beneficiaries of my accumulated benefits which will be paid by reason of my death under the provisions of the plan. The trustee shall pay all accumulated benefits under the plan by reason of death to the primary beneficiary(ies), and if no primary beneficiary(ies) shall survive, then to the spouse (if any) or to the estate of the Participant. If more than one beneficiary is designated, such beneficiaries share equally unless otherwise specified. The trustee shall make payment in accordance with the most recent beneficiary data sheet, which is on file with the plan sponsor. This beneficiary designation will supercede any and all previous beneficiary designations. The right to revoke or change any beneficiary designation is hereby reserved. All prior beneficiary designations (if any) are hereby revoked. If the beneficiary is a Trust, please attach a signed copy of the Trust document. **Note: Please check the appropriate Primary or Contingent box for each beneficiary. Percentages must total 100.**

<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	NAME			SOCIAL SECURITY NUMBER	
	DATE OF BIRTH	ALLOCATION PERCENTAGE	RELATIONSHIP	PHONE NUMBER	
	ADDRESS		CITY	STATE	ZIP CODE
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	NAME			SOCIAL SECURITY NUMBER	
	DATE OF BIRTH	ALLOCATION PERCENTAGE	RELATIONSHIP	PHONE NUMBER	
	ADDRESS		CITY	STATE	ZIP CODE
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	NAME			SOCIAL SECURITY NUMBER	
	DATE OF BIRTH	ALLOCATION PERCENTAGE	RELATIONSHIP	PHONE NUMBER	
	ADDRESS		CITY	STATE	ZIP CODE
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	NAME			SOCIAL SECURITY NUMBER	
	DATE OF BIRTH	ALLOCATION PERCENTAGE	RELATIONSHIP	PHONE NUMBER	
	ADDRESS		CITY	STATE	ZIP CODE
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	NAME			SOCIAL SECURITY NUMBER	
	DATE OF BIRTH	ALLOCATION PERCENTAGE	RELATIONSHIP	PHONE NUMBER	
	ADDRESS		CITY	STATE	ZIP CODE

3 PARTICIPANT CERTIFICATION OF MARITAL STATUS

- I am Single
- I am Married
- I am Married and have no knowledge of the whereabouts of my Spouse.

4 SPOUSE'S CONSENT AND WAIVER

I am the spouse of the Participant. Due to the significant tax consequences associated with giving up my interest in the account, Equity Trust Company has not provided me with legal or tax advice, but has advised me to see a tax or legal professional. I acknowledge that I have received a fair and reasonable disclosure of the Participant's assets or property and any financial obligations for a community property state. In the event I have a legal interest in the account's assets, I hereby give to the Participant such interest in the assets held in the account and consent to the beneficiary designation set forth on this form. I acknowledge that I shall have no claim whatsoever against Equity Trust for any payment to my spouse's named Beneficiary(ies). Applicable only in common property states (currently Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin).

SPOUSE'S SIGNATURE

DATE

5 PARTICIPANT SIGNATURE

I hereby release the Trustee from and indemnify it for any and all claims arising from the Trustee's actions hereunder. I understand this Designation or Change of Beneficiary will be effective on the date of receipt by the Trustee and that upon any change of beneficiary, the right of all previously designated beneficiaries to receive benefit under this account shall cease. Accordingly, I hereby revoke my beneficiary designations made previously with respect to this account. I have the right to change this designation of beneficiary and to designate a new beneficiary at any time by completing a new Beneficiary Designation /Change Form or in another format approved by the Trustee. If none of my beneficiaries survive me, I direct that any balance in this account be paid to my estate. I understand that some state's laws require married individuals to name their spouse as beneficiary. I further understand that the Trustee cannot give me legal advice and I agree to consult with my own tax professional for advice.

PARTICIPANT SIGNATURE REQUIRED

DATE

Complete separate forms for participating owners and participating spouses.

1 IMPORTANT INFORMATION

- Beneficiary designations are legal documents stating who is to receive the death benefits and how benefits are to be paid. Without this designation benefits will be paid to your surviving spouse, or if none, your estate.
 At any time, the beneficiary information can be changed to reflect a new designation by completing a Beneficiary Designation form. Your beneficiary designation is effective only when filed with Equity Trust Company during your lifetime. The form may be sent by mail, fax or email (DTS@EquityInstitutional.com). Please retain a copy of this form for your records.
- Upon your death, your designated beneficiary may designate his or her own beneficiary to receive any remaining assets in the account.
- If your designated beneficiary is your spouse (designated either by name or relationship or both), your divorce, or annulment or other legal termination of your marriage will automatically revoke your beneficiary designation.
- Please consult with your tax and/or legal advisor on the enforceability of your beneficiary designation under your particular state laws.

2 UNACCEPTABLE DESIGNATIONS and LANGUAGE

- Last Will and Testament.
- Animals named as beneficiaries.
- Per Stirpes or use of the word “issue” because in it’s legal sense includes all lineal descendants, regardless of how remote the relationship.
- Words like “per, or, and/or” cannot be used because it does not clearly explain how the assets should be distributed.
- Altered forms or items crossed out. The form must be clear and complete.

3 SAMPLE DESIGNATIONS

	Name	Relationship	Address	Allocation Percentage
One Beneficiary	John Smith	Father	#####	100%
Two Beneficiaries	John Smith	Father	#####	50%
	Mary Smith	Mother	#####	50%
Primary and Contingent	Mary Smith-Primary	Mother	#####	100%
	John Smith-Contingent	Brother	#####	100%
Estate	My Estate			100%
Trust	XXX Trust	(Trust Name) established (Date of Trust Agreement) *Attach a copy of trust	#####	100%
Testamentary Trust	John Smith/ABC Bank	Trust created by the Last Will and Testament of the participant *Attach a copy of trust	#####	100%
Minor Children	Consult with your attorney for directions when naming minor children as beneficiaries.			