

INDIVIDUAL(k) PLAN



PLAN ESTABLISHMENT KIT

Individual(k)

The New Way to Save for Self-Employed Business Owners

As a self-employed business owner, you know the risks and responsibilities that come with owning your own business. Hopefully, you also know the enjoyment that comes from reaping the benefits of your hard work. For many self-employed individuals, one of the chief rewards is reaching a point where you're able to put away some of your business income for future financial security. Fortunately for our country's small business owners, recent law changes have greatly increased the opportunities to shelter income through business retirement plans.

Pension Reform Opens New Doors

If you've looked into business retirement plans in the past, or already have a plan established for your business, you know that qualified plans are one of the best ways to set aside a portion of your income in a tax-sheltered environment. However, you may not be aware that Congress recently passed sweeping legislation that increases the amount of money you can shelter from taxation under certain types of business retirement plans. Specifically, pension reform legislation opened the doors to a new type of business retirement plan—the Individual(k) plan—that will help many small business owners shelter a significantly greater portion of their income from taxation than they were previously eligible to with conventional business retirement plans.

Individual(k) Plans – A New Way to Save

The Individual(k) plan derives its name from the tremendously popular 401(k) plan that has gained national prominence over the past decade as the retirement plan of choice for many companies. What's unique about the new Individual(k) plan is that it is a plan designed explicitly for small, owner-only businesses.* The Individual(k) plan takes advantage of the existing laws found under section 401(k) of the Internal Revenue Code as well as the new laws created by pension reform legislation to create a unique business retirement plan for owner-only businesses. This new plan—under many circumstances—allows significantly greater tax-sheltered contributions than other traditional types of small business retirement plans.

How do Individual(k) Plans Work?

In operation, an Individual(k) plan is really not much different from conventional types of business retirement plans used by small business owners such as SEP plans, profit sharing plans, and money purchase pension plans (often referred to as “Keoghs”). Much like the traditional profit sharing plan, an Individual(k) plan allows self-employed business owners to annually set aside from zero to 25 percent of their income as a discretionary, tax-deductible employer contribution.**

By using an Individual(k) plan, however, self-employed business owners become eligible to set aside an additional \$12,000 (\$14,000 if they are age 50 or older) as a pre-tax 401(k) “salary deferral” contribution.*** This additional \$12,000 salary deferral contribution is on top of the 25 percent they are already eligible to contribute in the form of an employer discretionary contribution. Because of this special 401(k) feature of an Individual(k) plan, self-employed business owners are often able to contribute a significantly greater portion of their income than they could otherwise by using other types of business retirement plans.

<i>Salary Deferral Contribution \$0-\$12,000</i>	+	<i>Profit Sharing Contribution 0%-25%</i>	=	<i>Maximum Funding and Maximum Flexibility</i>
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How Flexible are Individual(k) Plans?

Extremely. In fact, the business owner is never required to fund the plan. With Individual(k) plans, small business owners can vary contribution amounts from year to year as business circumstances and personal financial conditions fluctuate. They are given the flexibility to determine from year to year what level of employer discretionary contribution they wish to make (from zero to 25 percent). And, regarding the additional salary deferral contribution (of up to \$12,000 for 2003), business owners must simply make a written salary deferral election before they are deemed to have received their compensation (for unincorporated business owners, this is generally the last day of the business tax year).

* The term *owner-only business* is used to describe businesses that do not employ any common-law employees or only employ part-time or seasonal employees that may be excluded from plan coverage under federal retirement plan laws.

** Prior to 2002, the tax-deductible contribution limit for profit sharing plans was 15 percent. However, this limit increased to 25 percent effective January 1, 2002.

*** Salary deferral contribution limits are scheduled to increase annually until 2006.

What if I Already Have a Business Retirement Plan?

Even if you already maintain a business retirement plan, you may very well find that an Individual(k) plan can give you increased flexibility and increased funding opportunities. Depending on the type of business retirement plan you currently sponsor, you generally may either convert your existing retirement plan into an Individual(k) plan or terminate your existing retirement plan and roll over the assets into an Individual(k) plan.

What if I Have Employees?

From a practical perspective, the Individual(k) plan is most beneficial for those small businesses that do not employ any common-law employees or only employ individuals that can be excluded from coverage under the plan. The following types of employees may generally be excluded from coverage:

- employees under the age of 21,
- employees working less than 1000 hours annually,
- union employees, and
- nonresident aliens.

Are Individual(k) Plans Difficult to Administer?

In a word, no. As a general rule, when small business owners establish a plan covering only the business owners (or owners and their spouses), the business is not required to file an annual report with the Department of Labor until the plan's assets exceed \$100,000. Even after the plan's assets exceed this \$100,000 threshold, the annual report that must be filed (Form 5500-EZ) is simple and straightforward. What's more, unlike traditional 401(k) plans that require extensive nondiscrimination testing, there is no nondiscrimination testing required with Individual(k) plans because the plans are designed to cover only the owners of the business. (If your business eventually hires employees that must be covered under your business retirement plan, you must generally decide whether to expand your Individual(k) plan into a traditional 401(k) plan or switch to a different type of business retirement plan.)

May I Take a Loan from an Individual(k) Plan?

Yes. Prior to the recent pension reform legislation, owners of unincorporated businesses were not eligible to take loans from their business retirement plans. However, this restriction is eliminated as of January 1, 2002. Consequently, business owners are permitted to take loans from an Individual(k) plan regardless of whether the business sponsoring the plan is incorporated or unincorporated.



How do I Establish an Individual(k) Plan? It's as Easy as 1, 2, 3, 4.

If you've decided an Individual(k) plan is right for you, simply follow the step-by-step instructions. Establishing an Individual(k) plan only takes a few minutes, but the benefits last a lifetime.

Individual(k) Instructions for Establishing Your Individual(k) Plan

Once you've decided to establish an Individual(k) plan, the process of executing the necessary paperwork is quite straightforward. Whether you have an existing business retirement plan in place or this is your first plan, these instructions will help walk you through the steps necessary to establish an Individual(k) plan and consolidate your retirement assets. Your investment professional will work with you to select the investments for your Individual(k) plan and will work with you to complete the appropriate paperwork for those investments.

Note: Individual(k) plans are only appropriate for a business in which only the owner(s) and spouse(s) will be covered by the plan, and the business is not considered as part of a controlled group under tax law. Before completing the Adoption Agreement, please consult with your legal advisor to determine if the Individual(k) plan is appropriate for you. In addition, the Individual(k) plan is intended to be used only if it is the only plan maintained by the employer. If you intend to maintain or make contributions to any other retirement plan in addition to the Individual(k) plan, please consult with your legal advisor to determine if the Individual(k) plan is suitable for you.

These instructions are designed to help you, the business owner, along with your attorney and/or tax advisor, complete the Adoption Agreement for your Individual(k) plan. These instructions are to be used only as a general guide and are not intended as a substitute for qualified legal and tax advisors. We recommend that you obtain the advice of your legal or tax advisor before you sign the Adoption Agreement. The words and phrases that are capitalized are terms that are defined in the Basic Plan Document.

Before you begin...

If you currently maintain a business retirement plan, you should answer the following questions before you begin the Individual(k) plan establishment process.

What type of business retirement plan(s) am I currently maintaining?

- Profit Sharing Plan
- Money Purchase Pension Plan
- Paired Plans (Profit Sharing and Money Purchase Pension)
- 401(k) Plan
- Simplified Employee Pension (SEP) Plan
- Savings Incentive Match Plan for Employees (SIMPLE)
- Defined Benefit Plan
- Other _____

Assuming I want to consolidate my business retirement savings, how do I want to convert my existing business retirement plan assets?

- Option A: Amend and Restate
Using this option, you will adopt your new Individual(k) plan as an actual amendment and restatement of your existing business retirement plan — that is, your Individual(k) plan will be a continuation of your existing business retirement plan. Generally, this option is suitable if you currently maintain a profit sharing plan and/or a money purchase pension plan. *Note: This option is not permissible if your current business retirement plan is an IRA-based plan such as a SEP-IRA or a SIMPLE IRA.*
- Option B: Termination followed by Rollover
Using this option, you would direct your current plan provider(s) to terminate your existing business retirement plan(s) and then conduct a rollover transaction to move your existing business retirement plan assets into your newly established Individual(k) plan.

Step 1:

Execute Your Plan Document (Using Form A; Parts 1 and 2)

Note: You may find it helpful to remove the forms from this booklet as you begin the plan establishment process to allow you to refer to these instructions and the forms simultaneously.

You will use Form A (Parts 1 and 2) to execute your Individual(k) plan document. Form A (Part 1) is the main body of your Adoption Agreement. Form A (Part 2) is an amendment section that you only need to complete if you are establishing this plan as an amendment and restatement (updated continuation) of an existing plan. Once completed, this Adoption Agreement, along with the Basic Plan Document included in this packet, will constitute your Individual(k) Plan Document — the legal documents governing your Individual(k) plan.

Instructions for Form A (Part 1)

Employer Information

The Plan Sequence Number is used on the annual 5500 forms to identify an employer's particular plan to the IRS. If you are adopting your Individual(k) plan as an amendment and restatement of an existing plan, the Plan Sequence Number should remain the same as the Plan Sequence Number of the plan you are restating. Otherwise, you should enter a three digit Plan Sequence Number that indicates the number of plans you have previously maintained. For example, if this is the first plan you have ever adopted for your business, the Plan Sequence Number will be 001 — if this plan represents the second plan you have ever established, the Plan Sequence Number will be 002, and so on. For purposes of the Plan Sequence Number, you do not include SEP-IRA and SIMPLE IRA plans. Account Number is assigned by the financial organization when they receive your completed paperwork.

Section 1. Effective Dates

Your Individual(k) plan is designed to operate on the same 12-month period as your business tax year, meaning the Plan Year will generally run from January 1 through December 31. As a general rule, you will want to establish your Individual(k) plan effective as of January 1 of the calendar-year in which you are establishing the plan. If you are establishing your Individual(k) plan as an amendment and restatement of an existing plan, you must also indicate the date on which your existing plan was originally effective.

Section 2. Eligibility

An Individual(k) plan is generally designed for use by businesses that either do not have any employees (with the exception of spouses) or businesses that only employ employees that may be excluded from coverage under the federal laws governing qualified retirement plans. This section allows you to establish the eligibility criteria that will determine who is eligible to participate in this plan. It is important to note that you, the business owner, are also subject to the eligibility criteria you establish.

Section 3. Contributions

As a general rule, you will want to indicate the first day of the Plan Year (generally January 1) as the date on which Elective Deferrals may commence. However, you may only defer prospectively (i.e., on pay you have not yet received).

Section 4.

No elections are required for this Section. Employer contributions and forfeitures are 100% vested immediately in accordance with section 4.01.A.1. of the Basic Plan Document.

Section 5. Distributions and Loans

As a general rule, you will probably want to select the most liberal distribution provisions to give yourself the most flexibility permitted under the plan. To elect the most liberal provisions, simply select "yes" to each of the questions under Parts A, B, and C. (Note: Selecting "yes" to these provisions *does not* mean you will be required to take distributions upon the occurrence of these events (or loans). Rather, selecting "yes" simply ensures that you will have the flexibility to take distributions or loans under these circumstances if you so desire.)

Sections 6. Miscellaneous

Complete Parts A and B. Part A: Participant Direction, Part B: Permissible Investments.

Sections 7.

No election is required for this section. This section of the Basic Plan Document provides definitions to certain terms used as well as covering various miscellaneous issues.

Section 8. Trustee and Custodian

Part A: No elections are required for this section.

Part B: You must assign someone (generally yourself) to act as trustee for your Individual(k) plan.

Part C: Third Party Administrator (This Part C must be completed if you select a Third Party Administrator to provide additional administrative service to the plan.)

(Step 1: continued)

Section 9. Employer Signature

By signing this Adoption Agreement as the Adopting Employer, you are agreeing to be bound by the terms of this Adoption Agreement and the accompanying Basic Plan Document that is included in this booklet.

A photocopy of the completed and signed Form A is sent to Pershing LLC and to BISYS when you select BISYS as your third party administrator. You will need to keep the signed original for your records. Refer to the insert titled "Plan Set-up Checklist" for information regarding where to send the photocopy of Form A.

Instructions for Form A (Part 2)

Section 10. Remedial Amendment Period Plan Administration

Important Note: Under the IRS rules governing qualified retirement plans, it is required that this form be provided as part of your Adoption Agreement. However, many of the elections found in Form A (Part 2) may not be relevant to your circumstances. Please read the following instructions carefully to determine which, if any, sections of Form A (Part 2) need to be completed based on your specific circumstances.

Identify which of the following statements best describes your current situation and refer to the corresponding instructions.

Scenario 1: I am *not* establishing my Individual(k) plan as an amendment and restatement of a previously existing plan.

Instructions: Under these circumstances you may entirely disregard the elections contained on this Form A (Part 2).

Scenario 2: I *am* establishing my Individual(k) plan as an amendment and restatement of a previously existing plan. The plan I am restating from *was not* a 401(k) plan.

Instructions: Under these circumstances, you may disregard Parts B and C. You may also disregard Parts A and D provided the plan you are restating from is a plan that covered only business owners (and, if applicable, their spouses).

Scenario 3: I *am* establishing my Individual(k) plan as an amendment and restatement of a previously existing plan. The plan I am restating from *was* a 401(k) plan.

Instructions: Under these circumstances, you will need to complete the elections in Parts A through D.

Once you have completed any applicable portions of Form A (Part 2), keep the original for your records along with a signed copy of Form A (Part 1). Refer to the insert titled "Plan Set-up Checklist" for information regarding where to send the photocopied documents.

Step 2:

Designate Your Beneficiaries (Using Form B)

Now that you have completed your Individual(k) plan document by following the procedures in Step 1, you are ready to designate the beneficiaries who will receive your Individual(k) plan assets in the event of your death. If there is more than one business owner that will be covered under this plan (including spouse employees), you should make photocopies of Form B for each eligible plan participant.

Under the federal laws governing qualified retirement plans, you are required to receive the notarized, written consent of your spouse if you elect to name someone other than or in addition to your spouse as your *primary* beneficiary.

Please note that Pershing LLC, as the custodian, must receive a copy of the beneficiary form for each participant on the Individual(k) program. Once you have completed the Beneficiary Designation Form, be sure to keep the original in a place you have designated for the safekeeping of important financial and legal documents. Also, be sure to revisit your beneficiary designation on a regular basis and to update the form in the event of any changes, such as a change in your marital status.

Step 3:

Establish Your Recordkeeping Services (Using Form C1 and C2)

Pershing's Individual(k) plan offers employers the option to establish a Recordkeeping Service for their Individual(k) plan. If selected, BISYS will perform various services under this separate agreement. The costs associated with these services are paid directly by the employer to BISYS. Pershing will provide BISYS with plan processing information which will enable BISYS to perform the various third party administrative services.

The next step in the Individual(k) plan establishment process is to execute your Recordkeeping Service Agreement (Form C1).

Instructions for Recordkeeping Service Agreement (Form C1)

This document outlines the third-party administrative services that will be provided by BISYS Retirement Services. A summary of these services are listed below.

- Subaccounting for elective deferrals, discretionary profit sharing contributions, rollover contributions, transfers, loans, etc. as required under the terms of the IRS-approved document
- Distribution eligibility calculations and distribution processing
- IRS Form 1099-R preparation and filing
- IRS Form 5500-EZ preparation, if required
- Loan origination and administration

On the Recordkeeping Service Agreement (Form C1), you must complete the following:

1. Enter the name of your business, and the name of your plan (e.g., "Johnson Consulting Services Individual(k) Plan") on the first page.
2. Enter the effective date of the agreement (generally today's date) in Section 1.
3. Complete the business address in Section 6.03.
4. Complete and sign Section 7.
5. On Schedule B, indicate whether you wish to have subsequent recordkeeping fees paid from the plan.
6. Write a check payable to BISYS in the amount of the entire installation fee plus the first year's annual fee.

Instructions for General Information Worksheet (Form C2)

This form is used to supply additional information that will be needed during the plan installation process.

Special Note: The Individual(k) plan is designed exclusively for plans that will cover only business owners or business owners and their spouses. Generally, the following are the only situations in which multiple participants are permitted under this Individual(k) plan arrangement:

- a) spouses of business owners (who receive compensation from the business)
- b) partnerships and corporations with more than one business owner.

Step 4:

Select Your Plan's Investments

Now that you have completed the paperwork necessary to establish your Individual(k) plan, it is time to set up the investments for your plan, if you have not already done so. Your investment professional will work with you to select the investments and will work with you to complete the appropriate paperwork for those investments.

Step 5:

Consolidate Your Retirement Savings (Using Form D1)

At this point you have completed your Individual(k) plan's establishment paperwork and set up the investments. It is a good time to consider the consolidation of some or all of your other eligible retirement plan assets into your Individual(k) plan. Thanks to recent legislation designed to increase pension portability, most types of tax-qualified retirement assets may generally be transferred or rolled over into your Individual(k) plan.

There are a number of compelling reasons to consider combining your other retirement plan assets within your new Individual(k) plan. By consolidating your retirement assets, you can often

- Enjoy the ease and efficiency of managing all of your retirement savings as part of one cohesive portfolio,
- Save money by not having to pay for the maintenance of multiple retirement accounts, and
- Use your retirement assets as collateral for a loan from the plan once you have rolled them into your Individual(k) plan.

There are asset consolidation methods and forms that can assist you in moving your other retirement savings into your Individual(k) plan. The form(s) that you should use depend on the type of retirement savings you are moving into your Individual(k) plan.

(Note: You will need to use a separate asset consolidation form for each retirement savings account you wish to move into your Individual(k) plan. Consequently, you may wish to make photocopies of the blank asset consolidation forms before you begin the asset consolidation process.)

Instructions for Consolidation (Form D1)

Form D1 can be used to initiate a direct rollover or transfer of your existing retirement savings into your Individual(k) plan. If you have received a qualifying distribution from an employer-sponsored plan or IRA-based plan, you should use Form D1 to submit a rollover contribution to the custodian of your Individual(k) plan.

Once you have received a distribution, it is important that you redeposit the funds into your Individual(k) plan within 60 days of when the funds were distributed from the IRA or employer-sponsored plan to avoid taxation. You may either sign over the check you receive to your Individual(k) plan or you may deposit the funds into your personal account and write out a check to your Individual(k) plan for the amount of the desired rollover contribution.

If you are requesting assets from more than one plan, you must complete a separate rollover/transfer request for each plan (be sure to make a sufficient number of photocopies of Form D1 before you begin).

Depending on the types of investment vehicles you currently maintain in your business retirement plan, you may wish to include specific instructions for the current trustee/custodian regarding the liquidation of your investments. Once you have completed a copy of Form D1, refer to the enclosed "Plan Set-up Checklist" for information regarding where to send completed copies of Form D1.

Other Forms

Once you've completed the necessary paperwork as described in Steps 1 through 5, you're ready to put your new Individual(k) plan into effect.

Employee Data Worksheet (Form E)

This form is used to establish Individual(k) brokerage accounts for all eligible participants. You do not need to complete this form if you are the only participant in the plan.

Special Note: The following are the only situations in which multiple participants are permitted under this Individual(k) plan arrangement:

- a) spouses of business owners who receive compensation from the business.*
- b) partnerships and corporations with more than one business owner.*

Salary Deferral Election Form (Form F)

This form is for your own records to reflect how much you have chosen to contribute to your Individual(k) plan as an elective deferral.

Retirement Plan Contribution Form (Form G)

You should complete this form only if you are making a contribution to the plan at this time. If not, save the form for future use.

Pershing Retirement Products Fee Schedule (Form H)

Before you decide to use us as your retirement plan custodian and prototype sponsor, please be sure that you are familiar with our fees. Our fees are paid separately from those charged by a Third Party Administrator (TPA).

Qualified Retirement Plan EGTRRA Model Amendment and Adoption Agreement

This document is not contained within the Plan Establishment kit.

This amendment of the Plan is comprised of the EGTRRA Basic Plan Document Amendment and Adoption Agreement Amendment. This document is intended to reflect certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA). The EGTRRA Adoption Agreement Amendment only requires your signature to execute the provisions under EGTRRA. Forward this document along with the Individual(k) Adoption Agreement.

Individual(k) Plan Set-up Checklist

Pershing LLC has developed this Plan Establishment Kit and checklist to aid you in providing all of the information necessary to establish and process your new retirement plan.

BISYS' recordkeeping services are supported by the most knowledgeable people and the most advanced technology in the industry. Your assistance in this process, accomplished by the completion of the Plan Establishment Kit, helps ensure the long-term success of the processing relationship. Please follow the mailing instructions below.

If you have questions regarding plan establishment, please contact your investment professional.

Documents to be mailed to Pershing LLC:

- Copy of Adoption Agreement (Form A)
- Copy of Designation of Beneficiary Form (Form B)
- Copy of Employee Data Worksheet (Form E) if applicable
- Copy of Retirement Plan Contribution Form (Form F) if applicable
- Copy of Customer Account Transfer Form (Form D) if applicable

Documents to be mailed to BISYS Retirement Services:

- Copy of Adoption Agreement (Form A)
- Original Recordkeeping Service Agreement (Form C1, including Schedule B)
- Copy of General Information Worksheet (Form C2)
- Check payable to BISYS in the amount of the installation and first year's annual service fee
- Copy of Customer Account Transfer Form (Form D) if applicable

Documents to be retained by Plan Sponsor:

- Original Adoption Agreement (Form A)
- Original Designation of Beneficiary Form (Form B)
- Copy of Recordkeeping Service Agreement (Form C1)
- Original General Information Worksheet (Form C2)
- Original Employee Data Worksheet (Form E)
- Original Salary Deferral Election Form (Form F)

Mailing Addresses:

BISYS Retirement Services
Attn: Individual(k)
124 Eighth Avenue NE
PO Box 807
Brainerd, MN 56401

Pershing LLC
Attn: New Accounts Department
One Pershing Plaza
Jersey City, NJ 07399

Congratulations, you have successfully completed your Individual(k) plan set-up!

WHAT'S NEXT?

Upon receipt of your completed Plan Establishment Kit, BISYS Retirement Services will establish your Plan on BISYS' recordkeeping system. During the installation of your plan, you will receive an e-mail confirmation of your Plan receipt and establishment. Once your Plan has been completely installed, BISYS will send a welcome packet via regular mail. Your welcome packet will provide you with the information on how to take full advantage of your Individual(k) plan.

IMPORTANT NOTE:

Instructions on the remittance of contributions to your Plan will be included in your welcome packet. (DO NOT REMIT CONTRIBUTIONS TO BISYS.)

Individual **(k)** Super Simplified 401(k) Plan
STANDARDIZED ADOPTION AGREEMENT

FINANCIAL ORGANIZATION: _____

EMPLOYER INFORMATION	Name of Adopting Employer _____																
	Address _____																
	City _____ State _____ Zip _____																
	Telephone _____ Adopting Employer's Federal Tax Identification Number _____																
	Name of Plan _____																
	Plan Sequence Number _____ Adopting Employer's Fiscal Year End _____ <i>(specify month and day)</i>																
	Type of Business <i>(select one)</i> : <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Other <i>(specify)</i> _____																
	Owner's Name _____																
	Social Security Number _____ Date Business Established _____																
	Date of Birth _____ Marital Status _____																
Home Address _____ STREET _____ CITY _____ STATE _____ ZIP _____																	
Account Type: <input type="checkbox"/> Employer <input type="checkbox"/> Omnibus																	
NOTE: Check omnibus as the account type if BISYS is selected as the Recordkeeper of this plan.																	
Owner/Trustee Account Number <table border="1" style="display: inline-table;"><tr><td> </td><td> </td><td> </td><td> </td></tr></table> - <table border="1" style="display: inline-table;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> - 1 - <table border="1" style="display: inline-table;"><tr><td> </td><td> </td><td> </td><td> </td></tr></table> Plan Type Letter <table border="1" style="display: inline-table;"><tr><td> </td></tr></table>																	

SECTION 1. EFFECTIVE DATES *Complete Part A or B*

Part A. Effective Date
This is the initial adoption of a profit sharing plan by the Employer.
The Effective Date of this Plan is _____.
NOTE: The Effective Date is usually the first day of the Plan Year in which this Adoption Agreement is signed.

Part B. Restatement Date
This is a restatement of an existing qualified plan (a Prior Plan).
The Prior Plan was initially effective on _____.
The Effective Date of this restatement is _____.
NOTE: The Effective Date is usually the first day of the Plan Year in which this Adoption Agreement is signed.

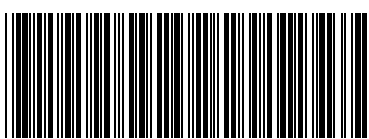
Prior Plan Sponsor/Custodian _____

SECTION 2. ELIGIBILITY *Complete Parts A through C*

Part A. Age Requirement
An Employee will be eligible to become a Participant in the Plan for purposes of receiving an allocation of any Employer Profit Sharing Contribution made pursuant to Section Three of the Adoption Agreement, and will be eligible to become a Contributing Participant (and thus be eligible to make Elective Deferrals) after attaining age _____ *(no more than 21)*.

Part B. Years of Eligibility Service Requirement
An Employee will be eligible to become a Participant in the Plan for purposes of receiving an allocation of any Employer Profit Sharing Contribution made pursuant to Section Three of the Adoption Agreement, and will be eligible to become a Contributing Participant (and thus be eligible to make Elective Deferrals) after completing _____ *(enter 0, 1 or any fraction less than 1) Years of Eligibility Service.*
NOTE: If either Part A or Part B is left blank, it shall be deemed that there are no age and Years of Eligibility Service requirements.

Part C. Employees Employed As of Effective Date
Will an Employee employed as of the Effective Date of this Plan who has not otherwise met the requirements of Parts A and B above be considered to have met those requirements as of the Effective Date *(select one)*?
Option 1: Yes.
Option 2: No.
NOTE: If no option is selected, Option 2 shall be deemed to be selected.



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<p>SECTION 3.</p>	<p>CONTRIBUTIONS</p> <p>Employer Profit Sharing Contributions, if any, shall be allocated to all Qualifying Participants pursuant to the pro rata allocation formula described in Section 3.01(B)(1) of the Plan. A Contributing Participant may elect under a salary reduction agreement to have his or her Compensation reduced by an amount equal to a percent of the Contributing Participant's Compensation not to exceed the limits imposed by Sections 401(k), 402(g), 404 and 415 of the Code. Elective Deferrals may commence on _____.</p>
<p>SECTION 4.</p>	<p>There are no elections required for Section 4. Refer to the Basic Plan Document for information regarding this section.</p>
<p>SECTION 5.</p> <p>Part A.</p> <p>Part B.</p> <p>Part C.</p>	<p>DISTRIBUTIONS AND LOANS <i>Complete Parts A through C</i></p> <p>Hardship Withdrawals of Elective Deferrals</p> <p>May a Participant request a distribution of his or her Elective Deferrals on account of hardship pursuant to Section 5.01(A)(6) of the Plan?</p> <p>Option 1: <input type="checkbox"/> Yes.</p> <p>Option 2: <input type="checkbox"/> No.</p> <p><i>NOTE: If no option is selected, Option 1 shall be deemed to be selected.</i></p> <p>Attainment of Age 59½</p> <p>May a Participant who has attained age 59½ request a distribution from the Plan of that portion of the Participant's Individual Account attributable to Elective Deferrals while still employed by the Employer (<i>select one</i>)?</p> <p>Option 1: <input type="checkbox"/> Yes.</p> <p>Option 2: <input type="checkbox"/> No.</p> <p><i>NOTE: If no option is selected, Option 1 shall be deemed to be selected.</i></p> <p>Loans</p> <p>May a Participant request a loan pursuant to Section 5.19 of the Plan?</p> <p>Option 1: <input type="checkbox"/> Yes.</p> <p>Option 2: <input type="checkbox"/> No.</p> <p><i>NOTE: If no option is selected, Option 2 shall be deemed to be selected.</i></p>
<p>SECTIONS 6.</p> <p>Part A.</p> <p>Part B.</p>	<p>MISCELLANEOUS <i>Complete Parts A through C</i></p> <p>Participant Direction</p> <p>Will Participants be responsible for directing the investment of their Plan assets pursuant to Section 7.22(B) of the Plan (<i>select one</i>)?</p> <p>Option 1: <input type="checkbox"/> Yes.</p> <p>Option 2: <input type="checkbox"/> No.</p> <p>Permissible Investments</p> <p>The assets of the Plan shall be invested only in those investments described below:</p> <p>Any publicly traded securities, covered call options, mutual funds, money market instruments, and other investments, to the extent that they are obtainable through and subject to the custody of Pershing LLC (<i>the Custodian</i>) in its regular course of business. All transactions shall be subject to the rules, regulations, customs and usages of the exchange, market or clearing house where executed, and to all applicable federal and state laws and regulations, and to the internal policies of the Custodian. No portion of the assets of the Plan may be invested in life insurance contracts or in any collectibles as defined in Section 408(m) of the Code.</p> <p>The employer understands that any idle cash in the account will be invested in a money market fund, deposit account, or other investment made available through your financial organization, unless the Employer elects otherwise by checking the box below. Any such investment of idle cash is made pursuant to a prospectus or other offering document, which the Employer should obtain from his or her financial organization.</p> <p><input type="checkbox"/> DO NOT INVEST IDLE CASH. (The Employer understands that the Custodian has no responsibility to credit interest on uninvested cash in this account.)</p> <p>For more complete information about the money market fund, including charges and expenses, request a prospectus from your financial organization. Read it carefully before you invest.</p> <p>The Custodian shall have no discretion to direct any investment, and is merely authorized to acquire and hold the particular investment. The Custodian will not act as investment advisor or counselor with respect to the investment of the Plan assets and will not advise a Participant or offer any opinion or judgment on any matter pertaining to the nature, value, potential value or suitability of any investment or potential investment with regard to the assets of the Plan. The Custodian shall have no duty to ascertain whether contributions or distributions comply with the Plan or the Code. The Custodian shall not question any such investment directives, review any securities or other property held in an Individual Account, or make suggestions with respect to the investment, retention or disposition of any asset held in an Individual Account.</p> <p>The Custodian may resign at any time by giving 30 days advance written notice to the Employer. The resignation shall become effective 30 days after receipt of such notice unless a shorter period is agreed upon.</p> <p><i>NOTE: If no option is selected for Part A above, Option 1 shall be deemed to be selected.</i></p>

SECTION 7. There are no elections required for Section 7. Refer to the Basic Plan Document for information regarding these sections.

SECTION 8. TRUSTEE AND CUSTODIAN Complete Parts A and B (as applicable)
Part A. Custodian (This Part A must be completed unless a Trustee is named in Part B, below.)
Financial Organization PERSHING LLC
Address ONE PERSHING PLAZA, JERSEY CITY, NJ 07399
Signature
Type Name Title
Part B. Trustee (This Part B must generally be completed unless the Plan covers one or more Self-Employed Individuals or satisfies another exception under Section 403(b) of ERISA. Select one.)
Option 1: [] Financial Organization as Trustee
Option 2: [] Individual Trustee(s)
The Trustee of this Plan shall be a: [] Directed Trustee [] Discretionary Trustee
Name of Trustee
Address
Telephone
Signature Title
Part C. Third Party Administrator (This Part C must be completed if you select a Third Party Administrator to provide additional administrative service to the plan.)
Name of Third Party Administrator
Address
Telephone
Signature Title

Option 1 or 2 must be signed by the trustee

Complete this section if a Third Party Administrator is selected as the Recordkeeper of this plan.

SECTION 9. EMPLOYER SIGNATURE Important: Please read before signing
Prototype Sponsor
Name of Prototype Sponsor PERSHING LLC
Address ONE PERSHING PLAZA, JERSEY CITY, NJ 07399
Telephone
[] Check here if there is an attachment(s) that applies to this Plan (If the box is checked, please describe the attachment(s) below.)

Must be signed by employer

I am an authorized representative of the Adopting Employer named above and I state the following:
1. I acknowledge that I have relied upon my own advisors regarding the completion of this Adoption Agreement and the legal tax implications of adopting this Plan;
2. I understand that my failure to properly complete this Adoption Agreement may result in disqualification of the Plan;
3. I understand that the Prototype Sponsor will inform me of any amendments made to the Plan and will notify me should it discontinue or abandon the Plan; and
4. I have received a copy of this Adoption Agreement, the corresponding Basic Plan Document and, if applicable, any separate trust agreement used in lieu of the trust agreement contained in the Basic Plan Document.

Signature of Adopting Employer Date Signed
Type Name Title

NOTE: The Adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Section 401 of the Code except to the extent provided in Revenue Procedure 2000-20, 2000-6 I.R.B. 553 and Announcement 2001-77, 2001-30 I.R.B. An Employer who has ever maintained or who later adopts any Plan (including a welfare benefit fund, as defined in Section 419(e) of the Code, which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in Section 419A(d)(3) of the Code, or an individual medical account, as defined in Section 415(l)(2) of the Code) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Sections 415 and 416 of the Code. If the Employer who adopts or maintains multiple plans wishes to obtain reliance with respect to the requirements of Sections 415 and 416 of the Code, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. The Employer may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to the Plan or in Revenue Procedure 2000-20 and Announcement 2001-77. This Adoption Agreement may be used only in conjunction with Basic Plan Document #01. The signature of the Adopting Employer in this Section Nine shall apply to Section 10 of this Adoption Agreement if the Employer is restating its Plan to comply with Revenue Procedure 2000-20.

Acceptance by Pershing LLC, as Prototype Sponsor
By Date

SECTION 10.

REMEDIAL AMENDMENT PERIOD PLAN ADMINISTRATION *Complete Section 10 only if the Plan is being restated to comply with GUST*

Part A.

Highly Compensated Employee

1. Top Paid Group

For purposes of determining who was a Highly Compensated Employee, did the Employer make the top-paid group election for the following Plan Years?

1997	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable	2001	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
1998	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable	2002	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
1999	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable	2003	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
2000	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable	2004	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable

NOTE: If a box is not selected for a year, "No" shall be deemed to be selected for such year.

2. Calendar Year Data Election

For purposes of determining who was a Highly Compensated Employee (other than as a five-percent owner) did the Employer make a calendar year data election for the following Plan Years?

1997	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable	2001	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
1998	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable	2002	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
1999	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable	2003	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
2000	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable	2004	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable

NOTE: If a box is not selected for a year, "Yes" shall be deemed to be selected for such year.

Part B.

ADP/ACP Testing

1. Prior Year Testing and ADP Test

For purposes of performing the ADP test, did the Employer apply the prior year testing rules for the following Plan Years?

1997	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable	2001	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
1998	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable	2002	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
1999	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable	2003	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
2000	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable	2004	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable

NOTE: If a box is not selected for a year, "Yes" shall be deemed to be selected for such year.

2. Initial Plan Year ADP

If this was not a successor Plan, then, for the first Plan Year this Plan permitted any Participant to make Elective Deferrals, the ADP used in the ADP test for Participants who were not Highly Compensated Employees was such first Plan Year's ADP.

Yes No

NOTE: Select "No" if "No" was selected in item 1 above with respect to the first Plan Year Elective Deferrals were permitted under this Plan. If a box is not selected, "No" shall be deemed to be selected.

3. Prior Year Testing and ACP Test

For purposes of performing the ACP test, did the Employer apply the prior year testing rules for the following Plan Years?

1997	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable	2001	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
1998	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable	2002	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
1999	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable	2003	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
2000	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable	2004	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable

NOTE: If a box is not selected for a year under either 1 or 3 above, "Yes" will be deemed to be selected for such year.

4. Initial Plan Year ACP

If this was not a successor Plan, then, for the first Plan Year this Plan permitted any Participant to make Nondeductible Employee Contributions, provided for Matching Contributions or both, the ACP used in the ACP test for Participants who are were not Highly Compensated Employees was such first Plan Year's ACP. Yes No

NOTE: Select "No" if "No" was selected in item 3 above with respect to the first Plan Year Nondeductible Employee Contributions and/or Matching Contributions were permitted. If a box is not selected, "No" shall be deemed to be selected.

Super Simplified 401(k) Plan

STANDARDIZED ADOPTION AGREEMENT _____

Part C. 401(k) Safe Harbor Rules

1. Application of Rules

Did the Employer apply the 401(k) safe harbor rules for the following Plan Years?

- | | | | | | | | |
|------|------------------------------|-----------------------------|---|------|------------------------------|-----------------------------|---|
| 1999 | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not Applicable | 2002 | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not Applicable |
| 2000 | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not Applicable | 2003 | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not Applicable |
| 2001 | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not Applicable | 2004 | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not Applicable |

NOTE: If a box is not selected for a year, "No" shall be deemed to be selected for such year.

2. Safe Harbor Contribution

If "Yes" is selected for one or more of the years described above, which safe harbor contribution did the Employer make for each of the following Plan Years?

- | | | |
|------|-----------|---|
| 1999 | Option 1: | <input type="checkbox"/> Nonelective Contribution. |
| | Option 2: | <input type="checkbox"/> Basic Matching Contribution. |
| | Option 3: | <input type="checkbox"/> Enhanced Matching Contribution (describe) _____. |
| 2000 | Option 1: | <input type="checkbox"/> Nonelective Contribution. |
| | Option 2: | <input type="checkbox"/> Basic Matching Contribution. |
| | Option 3: | <input type="checkbox"/> Enhanced Matching Contribution (describe) _____. |
| 2001 | Option 1: | <input type="checkbox"/> Nonelective Contribution. |
| | Option 2: | <input type="checkbox"/> Basic Matching Contribution. |
| | Option 3: | <input type="checkbox"/> Enhanced Matching Contribution (describe) _____. |
| 2002 | Option 1: | <input type="checkbox"/> Nonelective Contribution. |
| | Option 2: | <input type="checkbox"/> Basic Matching Contribution. |
| | Option 3: | <input type="checkbox"/> Enhanced Matching Contribution (describe) _____. |
| 2003 | Option 1: | <input type="checkbox"/> Nonelective Contribution. |
| | Option 2: | <input type="checkbox"/> Basic Matching Contribution. |
| | Option 3: | <input type="checkbox"/> Enhanced Matching Contribution (describe) _____. |
| 2004 | Option 1: | <input type="checkbox"/> Nonelective Contribution. |
| | Option 2: | <input type="checkbox"/> Basic Matching Contribution. |
| | Option 3: | <input type="checkbox"/> Enhanced Matching Contribution (describe) _____. |

NOTE: If no option is selected for a year, Option 2 shall be deemed to be selected for such year.

Part D. Required Minimum Distribution

1. Required Beginning Date

Effective the first day of the _____ (enter year) Plan Year, the definition of Required Beginning Date with respect to this Plan was amended to (select one):

- Option 1:** the April 1 of the calendar year following the calendar year in which a Participant attains age 70%.
- Option 2:** the April 1 of the calendar year following the calendar year in which a Participant attains age 70%, except that distributions to a Participant (other than a five-percent owner) with respect to benefits accrued after the later of the adoption or effective date of this amendment to the Plan must commence by the later of the April 1 of the calendar year following the calendar year in which the Participant attains age 70% or retires.
- Option 3:** the later of the April 1 of the calendar year following the calendar year in which the Participant attains age 70% or retires except that distributions to a five-percent owner must commence by the April 1 of the calendar year following the calendar year in which the Participant attains age 70%.

NOTE: If no Option is selected, Option 3 shall be deemed to be selected. If Option 3 is selected, complete item 2 below. If either item 1 or item 2 above is selected, skip item 2 below and proceed to Part E below.

Super Simplified 401(k) Plan

STANDARDIZED ADOPTION AGREEMENT

2. Transition Rules

To facilitate the amendment to the definition of Required Beginning Date, one or more of the following options must be selected if Option 3, item 1, above was selected. Option 3, below, must be selected to the extent that there would have been an elimination of a preretirement age 70½ distribution option for Employees older than those listed in item 1 above.

Option 1: Any Participant who attained age 70½ in years after 1995 was permitted to defer distributions until the calendar year following the calendar year in which the Participant retired.

Option 2: Any Participant attaining age 70½ in years prior to 1997 was permitted to stop distributions and recommence by the April 1 of the calendar year following the year in which the Participant retires. With respect to such Participants, there is (*select one*):

Suboption (a): a new annuity starting date upon commencement, or

Suboption (b): no new annuity starting date upon commencement.

Option 3: The preretirement age 70½ distribution option was only eliminated with respect to Employees who reached age 70½ in or after a calendar year that begins after the later of December 31, 1998, or the adoption date of this amendment.

NOTE: *If no option is selected, Options 1, 2 and 3 shall be deemed to be selected. If Option 2 is selected or deemed selected and neither Suboption (a) nor Suboption (b) is selected, Suboption (b) shall be deemed to be selected.*

3. Calculations

For purposes of determining a Participant's required minimum distribution, in what calendar year did the Employer adopt the 2001 proposed regulations under Section 401(a)(9) of the Code?

2001 2002 Not Applicable

NOTE: *If a box is not selected under item 3 above, 2001 shall be deemed to be selected.*

Part E. Annual Additions Testing

The 1.0 test described in Section 415(e) of the Code did not apply for Plan Years beginning on or after January 1, 2000. In addition, the Plan did not apply the rule requiring adjustment of the \$30,000 annual additions limit to one-fourth of the defined benefit limit for Plan Years beginning on or after January 1, 1995.

Part F. Family Aggregation

The family aggregation rules with respect to coverage and nondiscrimination tests and allocations of Employer Contributions to the Plan did not apply for Plan Years beginning on or after January 1, 1997.

Part G. Compensation

The definition of Compensation with respect to annual additions testing under Section 415 of the Code was amended to gross Compensation for Plan Years beginning on or after January 1, 1998.

Pershing LLC Required Minimum Distribution Adoption Agreement Amendment

Complete and sign this amendment *only if* you wish to override the effective date or the distribution default provisions of the Basic Plan Document Amendment.

This amendment of the Plan (hereinafter referred to as "the Amendment") is comprised of this Adoption Agreement Amendment and the corresponding Basic Plan Document Amendment. The Amendment incorporates final Income Tax Regulations under Section 401(a)(9) of the Code that were issued by the Internal Revenue Service (IRS) on April 17, 2002.

Employer Information

Name of Adopting Employer _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Adopting Employer's Federal Tax I.D. Number _____

Name of Plan _____

Plan Sequence Number _____ Adopting Employer's Fiscal Year End _____

NOTE: Section numbers used below correspond to the Adoption Agreement sections to which the Amendment provisions relate.

SECTION FIVE: DISTRIBUTIONS AND LOANS TO PARTICIPANTS

Complete Parts A through D below, if applicable. If a box is not checked, the provisions of the Basic Plan Document Amendment shall apply.

Part A. **Effective Date**

This Amendment applies for purposes of determining required minimum distributions that are made on or after _____ (specify a date no earlier than April 17, 2002, and no later than January 1, 2003).

Part B. **Election to Apply Five-Year Rule to Distributions to Designated Beneficiaries**

If the Participant dies before distributions begin and there is a Designated Beneficiary, distribution to the Designated Beneficiary is not required to begin by the date specified in Section 5, Part B, paragraph 2 of the Basic Plan Document Amendment, but the Participant's entire interest will be distributed to the Designated Beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death. If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary and the Surviving Spouse dies after the Participant but before distributions to either the Participant or the Surviving Spouse begin, this election will apply as if the Surviving Spouse were the Participant.

If applicable, this Part B shall apply to

Option 1: All distributions.

Option 2: The following distributions: _____ (specify).

NOTE: If no option is selected, Option 1 shall be deemed to be selected.

Part C. **Election to Prohibit Participants or Beneficiaries from Electing Five-Year Rule**

Participants or Beneficiaries may not elect on an individual basis whether the five-year rule or the life expectancy rule in Section 5, Part B, paragraph 2 and Section 5, Part D, paragraph 2 of the Basic Plan Document Amendment applies to distributions after the death of a Participant who has a Designated Beneficiary. Distributions will be made in accordance with Section 5, Part B, paragraph 2 and Section 5, Part D, paragraph 2 of the Basic Plan Document Amendment and, if applicable, Part B above.

Part D. **Election to Prohibit Designated Beneficiary Receiving Distributions Under Five-Year Rule to Elect Life Expectancy Distributions**

A Designated Beneficiary who is receiving payments under the five-year rule may not make a new election to receive payments under the life expectancy rule.

Signature of Trustee(s)

Name of Trustee _____

Address _____

Telephone _____

Signature _____ Title _____

Name of Trustee _____

Address _____

Telephone _____

Signature _____ Title _____

Signature of Employer

1. I acknowledge that I have relied upon my own advisors regarding the completion of this Amendment and the legal and tax implications of amending this Plan;

2. I understand that my failure to properly complete this Amendment may result in disqualification of the Plan; and

3. I have received a copy of this Amendment.

Signature of Adopting Employer _____ Date Signed _____

Type Name _____ Title _____

NOTE: In order to obtain reliance with respect to plan qualification, the Employer may be required to apply to the Employee Plans Determinations of the Internal Revenue Service for a determination letter.

Individual(k) Designation of Beneficiary

Please see the important notice about Qualified Pre-Retirement Survivor Annuities on the reverse side of this form.

Check One: Individual(k)

Office: [][][] - Account: [][][][][][][][]

Account Number (for self-directed accounts only)

PARTICIPANT INFORMATION

Name _____
Address _____
City _____ State _____ Zip _____
Social Security Number _____ Date of Birth _____
Telephone (_____) _____
Marital Status: Single Married (NOTE: Spousal consent may be required. See below.)

DESIGNATION OF BENEFICIARY

I hereby make the following beneficiary designation(s) pursuant to the Pershing LLC Retirement Account indicated above.

CHANGE OF BENEFICIARY

I hereby revoke all prior beneficiary designations and designate the following beneficiary(ies) for my account.

PRIMARY BENEFICIARY OR BENEFICIARIES

Name	Relationship	Date of Birth	Social Security Number	Percentage
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SECONDARY BENEFICIARY OR BENEFICIARIES

(Secondary beneficiaries will be paid only if all primary beneficiaries do not survive participant.)

Name	Relationship	Date of Birth	Social Security Number	Percentage
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

FORM OF DISTRIBUTION OF DEATH BENEFITS

(For qualified plans and 403(b)(7) Custodial Accounts subject to the terms of the Employee Retirement Income Security Act of 1974)

(Check one) Please refer to Qualified Plan Document Sections 5.03 through 5.14 or 403(b)(7) Custodial Account Agreement Section 4, as applicable. (Note: A selection other than a pre-Retirement Survivor Annuity may require spousal consent. See Below.)

- Qualified Pre-Retirement Survivor Annuity
- Lump Sum
- Installments over _____ years only
- Installments over _____ years with the option for the Beneficiary to elect a single sum payment
- As Beneficiaries shall designate

Selection of any one of the above payment options may have important tax consequences. Accordingly you should consult your tax advisor before completing this form. The participant understands that Pershing LLC takes no responsibility for advising participants on these rules. The participant agrees to indemnify and hold harmless Pershing LLC against adverse consequences of this Beneficiary Designation or form of Distribution of Death Benefits.

SPECIAL INSTRUCTIONS

If for any reason no person designated qualifies or survives the Participant, payment will be made in accordance with the terms of the Plan or the Custodial Account Agreement, as applicable. If you are married, this section must be reviewed and signed by your spouse if: 1) Either the trust or the residence of the account holder is located in a community or marital property state (currently AZ, CA, ID, LA, NV, NM, TX, WA, and WI) and you have named someone other than your spouse as your sole primary beneficiary; or, 2) the Plan or Custodial Account is governed by the Employee Retirement Income Security Act of 1974 (ERISA) and you have named someone other than your spouse as the sole primary beneficiary; or, 3) except for certain Retirement Equity Act "Safe Harbor" profit sharing or 401(k) plans, the Plan or Custodial Account is governed by ERISA and you have selected a form of distribution of death benefits other than a Joint and Survivor Annuity or Pre-Retirement Survivor Annuity (see reverse side).

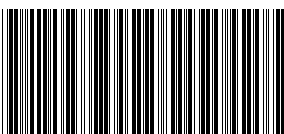
Participant Signature _____ Date _____

SPOUSAL CONSENT

I am the spouse of the above-named account holder. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. Due to the important tax consequences of giving up my interest in this Plan or Custodial Account, I have been advised to see a tax professional. I hereby give the account holder any interest I have in the funds or property deposited in this Plan or Custodial Account and consent to the beneficiary designation(s) indicated above or a form of Distribution of Death Benefits other than a Joint and Survivor Annuity or Pre-Retirement Survivor Annuity. I assume full responsibility for any adverse consequences that may result. No tax or legal advice was given to me by Pershing LLC. I agree to indemnify and hold harmless Pershing LLC against adverse consequences of this Beneficiary Designation or form of Distribution of Death Benefits.

Signature of Spouse _____ Date _____

Notary Public _____



QRP-103 BENE

About Qualified Pre-Retirement Survivor Annuities

If you are married, the law requires that any amount remaining in your plan account be paid to your surviving spouse in a certain manner at your death. This manner of payment is called a “*Qualified Pre-Retirement Survivor Annuity*,” and will provide your spouse with a series of periodic payments over his or her life. The size of the periodic payments will depend on the amount remaining in your plan account.

For example, assume that a participant dies with an account balance of \$10,000. If the balance is paid to the surviving spouse in the form of a Qualified Pre-Retirement Survivor Annuity, the annuity will provide the spouse with monthly payments of \$76.60. (This payment amount is an estimate based on the Individual Annuity Mortality Tables - 71, using a 5% interest rate with payments commencing at age 65).

You may elect to waive the following:

1. The requirement that your surviving spouse be paid in the form of a Qualified Pre-Retirement Survivor Annuity, and
2. The requirement that your spouse be your beneficiary.

You may make either or both of the above elections beginning with the first day after which you become a participant in the plan. Any waiver election you sign before age 35 will become invalid the first day of the plan year in which you attain age 35. At that time you may again waive the Qualified Pre-Retirement Survivor Annuity and the requirement that your spouse be your beneficiary.

Your spouse must consent in writing to either waiver. You have the right to revoke any waiver that you have made at any time. Your spouse must also consent to any subsequent changes of beneficiary.

If your vested account balance is \$5,000 or less at the time of your death, the plan administrator may make a distribution to your surviving spouse in a single sum cash payment even if you did not waive the Qualified Pre-Retirement Survivor Annuity.

Because a spouse has certain rights under the law, you should inform your plan administrator immediately of any changes in your marital status. A change in your marital status may require you to complete a new Designation of Beneficiary form.

For more information regarding Pre-Retirement Survivor Annuities, contact your plan administrator or employer.

Individual *(k)* Recordkeeping Service Agreement

This Agreement is made between BISYS Retirement Services, Inc. ("BISYS") and _____ ("Employer") and sets forth the terms and conditions pursuant to which BISYS will provide services to the retirement plan known as _____ ("Plan"), which is sponsored by Employer.

1. **EFFECTIVE DATE AND TERM.** The term of this Agreement will begin on _____ (the "Effective Date") and will continue in effect until terminated pursuant to Section 5.

2. **SERVICES.**

2.01 **General** – (a) BISYS will provide to the Plan the services ("Services") set forth on Schedule A to this Agreement. Any additional services, such as technical consulting, plan amendment services, and IRS determination letter submissions, must be mutually agreed to in writing by the parties. It is within BISYS' sole discretion to reasonably modify Schedule A from time to time upon written notice to Employer of such modifications. The Services are made available exclusively for individuals who are considered owners of the Employer and their spouses. Plans covering non-owners and non-spouses require additional services not included in the Services Schedule, and non-owners are not eligible to receive the Services. Any service or task not set forth on Schedule A to this Agreement or in the description of responsibilities provided to Employer is Employer's responsibility.

(b) BISYS will act only upon the instructions of Employer, the plan administrator ("Plan Administrator") appointed by Employer or a Plan participant that are provided to BISYS either in writing, or by mutually agreed upon electronic means. BISYS will have neither access to Plan assets nor discretionary authority or control over the management of the Plan or Plan assets. Employer is responsible for establishing the Plan, reviewing the Plan document, maintaining the qualified status of the Plan under the Employee Retirement Income Security Act as amended, ("ERISA") and federal tax law, and performing all other Employer duties set forth in this Agreement. Employer acknowledges that BISYS cannot properly provide the Services without Employer properly forwarding the prescribed information to BISYS, and Employer agrees to provide complete, accurate, and timely information and approvals in the manner and within the time frames reasonably requested by BISYS.

2.02 **Plan Document Services** – (a) BISYS will provide recordkeeping services to the Employer using a BISYS prototype plan document qualified under the IRS mass submitter program. Employer expressly acknowledges that Employer is responsible for choosing a plan document that is appropriate for Employer and taking all necessary actions to adopt the plan (e.g., adopting a board resolution if necessary, etc.). Employer acknowledges that BISYS has provided no advice regarding the document used by Employer. Employer acknowledges that if it is using a BISYS prototype for which BISYS is acting as "sponsor" as that term is defined in Revenue Procedure 2000-20, BISYS' responsibilities as plan sponsor will automatically end upon the termination of this Agreement.

(b) In the event that Employer is converting to a BISYS prototype plan document from another qualified plan document, the Employer represents and warrants that the pre-existing plan: (i) is qualified under Internal Revenue Code Section 401(a) and is exempt from tax under Code Section 501(a), and that the plan has been amended for all legislative or regulatory changes; and (ii) has operated in compliance with all ERISA and Code requirements, or the Employer has taken the appropriate steps necessary to correct any compliance failures. Employer will provide BISYS with accurate and reliable information as set forth in BISYS' plan establishment materials. BISYS will not review prior plan documents, prior administrative or recordkeeping work, or IRS and DOL filings or reporting performed by parties other than BISYS for pre-existing plans. BISYS will generate plan documents and perform the Services based solely on the information supplied by Employer using the documents and information-gathering tools provided by or approved by BISYS.

2.03 **Other Responsibilities** – (a) Employer acknowledges and agrees that BISYS is not a "plan administrator" or "fiduciary," as those terms are defined in ERISA, and that nothing in this Agreement is intended to confer upon BISYS the status of plan administrator or fiduciary to the Plan. The parties further acknowledge and agree that BISYS will not be deemed to be providing legal, investment, or tax advice to Employer pursuant to this Agreement, and Employer agrees to obtain from third parties such legal, investment and tax advice as the Plan may require. BISYS will not be responsible for payment of any federal, state or other taxes or penalties which may be charged against the Plan, Employer or other parties to the Plan. BISYS will not be responsible for filing notices of any taxable or otherwise reportable events as defined under applicable law, nor will BISYS be liable in any manner for any failure by Employer to file accurate reports with the IRS or Department of Labor ("DOL") in a timely manner, or for Employer's responsibility to distribute any other required notices and materials, including but not limited to, if applicable, proxy materials, prospectuses and other investment information.

(b) BISYS will prepare Form 5500-EZ if the Plan's assets are \$100,000 or greater. Employer must instruct BISYS to prepare Form 5500-EZ if the Plan's assets are less than \$100,000. If BISYS is to prepare Form 5500-EZ, Employer must: (a) provide BISYS with the information necessary to prepare such form, (b) review the prepared form for accuracy and completeness, and (c) file such form with the IRS and/or DOL by its due date. Employer acknowledges that BISYS may provide Employer's financial advisor or broker of record with information regarding the Plan and Plan participants, and BISYS may release any information or documentation related to Employer, the Plan and Plan participants as requested by the IRS, the DOL, or any other regulatory or judicial authority.

(c) The Employer acknowledges that it will follow the procedures set forth in the plan sponsors guide including the requirements set forth in the “roles and responsibilities”.

(d) The Employer acknowledges that it will monitor and is responsible for compliance with all statutory and regulatory limits on contributions and benefits.

(e) BISYS will provide to the Employer a IRS Form 1099-R completed in accordance with the information provided by the Employer. BISYS will file any completed and approved IRS Form 1099-R with the IRS. BISYS will provide the employer with IRS Forms W-4P and 945 in the master set of forms to aid the employer in the administration of the Plan.

(f) The Employer acknowledges that it is responsible for approving all distribution requests from the plan, for delivery of an IRS Form W-4P to any participant requesting a distribution, for determining the amount of federal and/or state income tax withholding and providing this information to BISYS, for filing the IRS Form 945 with the IRS, for remitting any withholding amounts to the appropriate government entity and for approving any IRS Form 1099-R prior to submission to the IRS by BISYS.

- 2.04 Incomplete or Inaccurate Information** – Employer acknowledges and agrees that BISYS may rely upon the completeness and accuracy of all information provided to BISYS by Employer. Employer acknowledges that BISYS will not be responsible for any errors, delays, or additional costs resulting from the receipt of incomplete, inaccurate, or untimely information from Employer.
- 2.05 Agency Relationship** – Employer acknowledges and agrees that BISYS will serve as the agent and authorized representative of Employer solely for purposes of providing orders, instructions and other communications to the Plans’ trustee or custodian.

3. FEES AND EXPENSES.

- 3.01 Fees Payable by Employer** – BISYS will receive the fees (“Fees”) set forth on Schedule B to this Agreement. BISYS will either invoice Employer for the Fees or debit the Fees from Plan assets, in accordance with Employer’s election on Schedule B. BISYS reserves the right to modify the Fees upon not less than 90 days written notice to Employer. Installation and Plan Set Up fees and first year’s annual service fees are due on the Effective Date of this Agreement. BISYS will bill Employer or debit Plan assets, as applicable, for annual service fees in advance, and all other fees will be due upon receipt of an invoice from BISYS. Employer acknowledges and agrees that the Fees are based upon Employer’s compliance with all reasonable practices and procedures set forth by BISYS, and that Employer may be responsible for the payment of additional fees to BISYS if Employer deviates from BISYS’ practices and procedures.
- 3.02 Nonpayment of Fees by Employer** – Employer expressly acknowledges and agrees that if Employer does not pay an invoice in full when due, and does not provide BISYS with written notification of its reasons for not paying such invoice in full within 60 days after BISYS sends such invoice, Employer directs BISYS to request that the trustee or custodian of the Plan pay all unpaid Fees from the Plan’s assets to BISYS, and Employer hereby authorizes the removal of such Fees from the Plan’s assets. All such Fees will be allocated among all remaining participants. In the event that Employer fails to pay Fees when due, and BISYS pursues a collection against Employer, Employer will pay BISYS’ reasonable attorney’s fees and expenses for such collection. BISYS will be entitled to charge reasonable interest on any past-due Fees. BISYS reserves the right to discontinue providing any or all of the Services in the event Employer fails to pay all Fees when due.
- 3.03 Bankruptcy/Dissolution** – In the event Employer becomes the debtor in a voluntary or involuntary bankruptcy or insolvency proceeding, the parties agree that upon the filing of such proceeding this Agreement will be considered an executory contract under 11 U.S.C. Section 365 and that any pre-petition arrearage under this Agreement must be paid in full if the Agreement is to be assumed. However, BISYS reserves the right to withhold its consent to such assumption of the executory contract. In the event of a dissolution by Employer under state law, the parties agree BISYS will not provide any Services without first receiving payment for such Services. The parties agree that BISYS is entitled to recover BISYS’ reasonable attorneys fees and expenses associated with representing BISYS in a bankruptcy or dissolution proceeding.
- 3.04 Loans** – Each participant may have a maximum of one loan outstanding at any time.
- 3.05 Fees Payable by Mutual Funds** – BISYS receives compensation from certain mutual funds or their affiliates to cover expenses relating to services that BISYS provides to the funds, including but not limited to the purchase and redemption of shares, participant-level fund recordkeeping, and delivery of fund prospectuses and related materials. This compensation is paid directly to BISYS by the funds pursuant to a service agreement between BISYS and each fund or its affiliate, and Employer is not responsible for payment of this compensation. The compensation paid to BISYS by the funds is based either on a percentage of the average daily net asset value of shares invested in the fund, or on a set fee per each fund a participant invests in. Employer may contact BISYS to receive more detailed information concerning such compensation related to the Plan, including which funds pay compensation to BISYS and an estimate of how much BISYS may receive or has received in compensation during a particular time period.

4. INDEMNIFICATION AND LIMITATION OF LIABILITY.

(a) Employer will be liable for and indemnify BISYS, its officers, directors, shareholders, employees, subsidiaries, affiliates and agents (collectively, the “Indemnitees”) against, all losses, damages, penalties, liabilities, costs and expenses, including without limitation reasonable attorneys’ fees, suffered or incurred by an Indemnitee to the extent based on or arising out of a breach of any of Employer’s representations, warranties or covenants set forth in this Agreement, or Employer’s negligence or willful misconduct.

(b) BISYS WILL NOT BE LIABLE TO EMPLOYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, INCLUDING LOST REVENUE, LOST PROFITS AND LOST OR DAMAGED DATA, EVEN IF BISYS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) BISYS' AGGREGATE LIABILITY FOR DIRECT DAMAGES TO EMPLOYER WILL NOT EXCEED THE ANNUAL SERVICE FEE PAID BY EMPLOYER TO BISYS DURING THE 12 MONTHS BEFORE BISYS RECEIVES WRITTEN NOTICE OF THE FIRST DAMAGES CLAIM. THIS LIMITATION ON BISYS' LIABILITY FOR DIRECT DAMAGES WILL NOT APPLY TO DIRECT DAMAGES CAUSED BY BISYS' FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(d) Upon Employer's receipt of any reports or written communications from BISYS or a third party acting on BISYS' behalf, Employer must notify BISYS in writing of all inaccuracies and errors reflected in such reports or communications, with a complete description of the inaccuracies or errors, within 30 days after Employer's receipt of such report or communication. After 30 days, the information provided in such reports and communications will be deemed correct, and BISYS will have no responsibility for any inaccuracies or errors that may exist, including any responsibility to correct any records or to make the Plan or the affected participants whole for any investment losses or any other consequences resulting from such inaccuracies or errors.

5. TERMINATION

5.01 Events of Termination – This Agreement may be terminated:

- a. By either party upon at least 60 days prior written notice to the other party;
- b. By either party immediately if the other party commits a material breach of this Agreement and does not cure such breach within 30 days after receiving written notice of the breach from the non-breaching party; or
- c. By BISYS immediately upon notice if Employer is administering or operating the Plan in a manner inconsistent with the plan documents, or if Employer engages in activities which BISYS reasonably believes to be illegal or a violation of BISYS' intellectual property rights.

5.02 Termination of the Plan

- a. **BISYS Services** – During the term of this Agreement, if Employer causes or permits the Plan to terminate, BISYS, upon the written request of Employer, will prepare the final Form 5500EZ for Employer, provided that Employer supplies BISYS with timely notice of such termination and the information necessary to prepare such Form.
- b. **Duties of Employer** – Upon termination of the Plan, Employer will promptly notify BISYS of the effective date of such termination. Employer is solely responsible for the legal review, signing and filing of the final Form 5500EZ if prepared by BISYS, and the Notice to Interested Parties. Employer must provide BISYS and the Plan's trustee or custodian with written wire instructions for any transfer of Plan assets upon termination.

6. OTHER PROVISIONS

6.01 Force Majeure – BISYS will not be liable for, nor will BISYS be considered in breach of this Agreement due to, any failure or delay in performance of its obligations under this Agreement as a result of a cause beyond its reasonable control including, but not limited to, any act of God or public enemy, act of any military, civil or regulatory authority, any act of terrorism, change in any law or regulation, fire, flood, tornado, earthquake, storm or other like event, disruption or outage of computers or communications, equipment failure, power or other utility failure, labor strikes, exchange action, unusual trading activity or the suspension or disruption of trading on any exchange.

6.02 Copyrighted Works – Employer acknowledges that BISYS is the sole copyright owner of all BISYS administrator's guides, the operational forms and all other materials provided under the terms of this Agreement. BISYS grants Employer a nonexclusive, nontransferable right to copy the forms as needed for the sole purpose of collecting and processing participant information. Administrator's guides and other materials provided by BISYS will not be copied or reproduced by Employer without BISYS' prior written consent.

6.03 Notices – Any notice required under this Agreement must be in writing and must be given by either certified mail, return receipt requested, or by overnight mail sent with a nationally recognized courier service, and must be addressed to the parties as follows:

If to Employer: The then-current address for Employer in BISYS' records

If to BISYS: BISYS Retirement Services, Inc.
200 Dryden Road
Dresher, PA 19025
Attention: President

With a copy to: The BISYS Group, Inc.
90 Park Ave. – 10th floor
New York, NY 10016
Attention: General Counsel

- 6.04 **Record Retention** – Employer acknowledges and agrees that it is expressly responsible for the retention of all records related to the Plan other than copies of IRS required reports, which IRS required reports BISYS will retain for 3 years after each such report has been filed.
- 6.05 **Amendment and Modification** – Employer may not amend or modify this Agreement except in a writing signed by both parties. BISYS may amend and modify this Agreement from time to time by providing written notice to Employer; provided, however, that if Employer objects to any such amendment or modification, it may exercise its termination rights under this Agreement.
- 6.06 **Waiver** – In the event any provision of this Agreement is not enforceable in any jurisdiction, the remainder of this Agreement will not be affected thereby.
- 6.07 **Applicable Law and Venue** – The validity, construction and interpretation of this Agreement will be governed by the laws of the State of New York, without regard to New York’s conflicts of laws principles. The State of New York will have jurisdiction and venue over any claim or other action pertaining to or arising out of this Agreement.
- 6.08 **Time Limit for Bringing Claim or Action** – Any claim made or action brought under this Agreement must be commenced within 24 months after the act which caused the error or inaccuracy occurred. If this time limitation is prohibited by New York law, the 24 month period will be deemed amended to conform with the minimum period permitted by New York law.
- 6.09 **Authority of Employer** – Employer warrants it is legally authorized to enter into this Agreement on behalf of the Plan.
- 6.10 **Entire Agreement** – This Agreement supercedes all prior agreements and understandings, either written, electronic or oral, between the parties with respect to the subject matter of this Agreement, and this Agreement constitutes the entire agreement between the parties with respect to its subject matter.
- 6.11 **Successors and Assigns** – Employer may not assign its rights or delegate its duties under this Agreement without BISYS’ prior written consent. This Agreement will be binding upon each party’s successors and permitted assigns.

7. SIGNATURES

 Name of Company (the “Employer”)

By: _____

Name: _____

Title: _____

BISYS Retirement Services, Inc.

By: _____

Name: _____

Title: _____

Return to: BISYS Retirement Services
 Attn: Individual(k)
 124 Eighth Avenue NE
 PO Box 807
 Brainerd, MN 56401

SCHEDULE A

SERVICES

1. Installation and Plan Set-Up Services

- A. BISYS' Plan Sponsor's Guide
- B. BISYS' current prototype plan document
- C. 1-800 Recordkeeping Client Service for Installation
- D. Entering the Plan's information onto BISYS' recordkeeping system

2. Annual Services

- A. Reconciliation of participant accounts
- B. Contribution processing for deferrals, rollovers and discretionary contributions
- C. Loan repayment processing
- D. IRS Form 5500EZ preparation
- E. Annual Account Statements

3. Loan Services

- A. Process loan application paperwork
- B. Project the loan amount available
- C. Produce the amortization schedule for new loans
- D. Provide other forms required to initiate the loan

4. Distribution Services

- A. Prepare and file IRS Form 1099-R
- B. Process payouts of terminated employees and retirees
- C. Calculate and process age 70½ required minimum distributions
- D. Calculate hardship and in-service distributions
- E. Process excess contributions, death, and disability distributions
- F. Process QDRO distributions

5. Plan Termination Services

- A. Prepare final IRS Form 5500-EZ upon Employer's written instruction

SCHEDULE B

FEES

1. PAYMENT RESPONSIBILITY

The Employer is responsible for the payment of all fees.

2. FEES PAYABLE BY EMPLOYER

A. Installation and Plan Set-Up Fee: \$75

This is a one-time fee payable on the Effective Date of the Agreement.

**B. Annual Service Fee: \$265 for the first participant, plus
 \$150 for each additional participant**

This is an annual fee payable on the Effective Date of the Agreement and each anniversary of the Effective Date.

C. Loan Fee: \$125 per loan

D. Distribution Fee: \$50 per distribution

Individual(k) **General Information Worksheet**

Complete this form only if selecting BISYS as the Third Party Recordkeeper.

**PLAN
INFORMATION**

Plan Name _____
Contact Person _____
Mailing Address _____
City, State, Zip Code _____
Telephone (_____) _____ Fax(_____) _____
E-mail Address _____
Type of Business:
 Corporation Sole Proprietor S Corporation Partnership
 Tax Exempt Other _____
6-Digit Business Code (for IRS Form 5500) _____

**INVESTMENT
PROFESSIONAL
INFORMATION**

Name of Firm _____
Name of Investment Professional _____
Mailing Address _____
City, State, Zip Code _____
Telephone (_____) _____ Fax(_____) _____
E-mail Address _____
 I would like my investment professional to receive copies of the company reports.

**PARTICIPANT
INFORMATION**

PARTICIPANT #1

Last Name _____
First Name _____
Social Security Number _____
Address _____
City, State, Zip Code _____
Date of Birth mm____dd____yyyy_____
Date of Hire mm____dd____yyyy_____
Date of Participation mm____dd____yyyy_____

PARTICIPANT #2

Last Name _____
First Name _____
Social Security Number _____
Address _____
City, State, Zip Code _____
Date of Birth mm____dd____yyyy_____
Date of Hire mm____dd____yyyy_____
Date of Participation mm____dd____yyyy_____

For additional participants, you may make additional copies of this form as needed. Please refer to the Special Note in Step 3 for participant limitations.

BROKERAGE ACCOUNT TRANSFER FORM INSTRUCTIONS

Complete all sections according to the instructions below. Please print or type all information. Return the completed form to your broker-dealer.

NOTE: You must attach your most recent brokerage account statement to process this account transfer. For an internal transfer (for instance, a transfer of assets between two introducing broker-dealers who clear through Pershing) the brokerage account statement is not required.

I. RECEIVING FIRM INFORMATION

Provide your Pershing account number.

Provide your Social Security Number (SSN) or Tax Identification Number (TIN).

If the account is a joint account, provide the SSN or TIN for the joint owner.

II. ACCOUNT INFORMATION

Indicate whether the transfer is a full or partial. Indicate the type of transfer you are requesting by checking the appropriate box.

- An Automated Customer Account Transfer (ACAT) is a transfer of all assets, in kind, from another National Securities Clearing Corporation (NSCC) member firm (generally, when using ACAT, money market funds will be liquidated; proprietary funds should be liquidated prior to submitting this form).
- A non-ACAT is a transfer of partial assets from a financial organization, or a transfer of assets from a non-NSCC member firm (for instance, a bank, credit union, mutual fund company, etc.), or a transfer of assets being liquidated for a qualified plan held directly at the fund company.
- An internal transfer is a transfer of assets between two introducing broker-dealers who clear through Pershing.
- A direct mutual fund transfer is a transfer in kind of a direct mutual fund position from the mutual fund company.
- A DRS/DRIP transfer is a position held directly at the transfer agent.

Provide the two character account type code that most accurately describes your account.

III. DELIVERING FIRM INFORMATION

Provide the original account number of the account you are delivering to Pershing.

Enter the delivering firm name, contact name, and telephone number for nonautomated account transfers (non-ACAT).

Provide the account title as it appears on your brokerage account statement for the account you are transferring.

For non-ACATS only, provide the name and street address of the delivering brokerage firm.

IV. RETAIL TRANSFER DISPOSITION INSTRUCTIONS

Pershing will only transfer positions in kind for retail accounts.

V. NON-ACAT AND DIRECT MUTUAL FUND TRANSFERS

If you selected non-ACAT, use this section to specify the appropriate assets for a partial transfer. If you selected Direct Mutual Fund Transfer, use this section to identify the mutual fund positions to transfer.

- Liquidations are for individual retirement accounts (IRAs) or qualified plans only.
- Select a dividend and capital gain option for direct, in kind mutual fund transfers. If a box is not checked, Pershing will process the transfer as cash, for dividend and capital gain options.

VI. RETIREMENT PLAN AND SAVINGS ACCOUNT DISPOSITION INSTRUCTIONS

If you are transferring a retirement account and are over the age of 70½, read this section carefully. Contact your investment professional or financial organization if you have any questions.

For certificates of deposit (CDs) held until maturity, contact your financial organization to stop CD rollover instructions.

VII. PARTICIPANT SIGNATURE AND CERTIFICATION

Sign and date the form.

- The form must be signed, dated, and signature guaranteed within 90 days of its receipt.

NOTE: If you are transferring from a trustee, make the appropriate selection. If you have selected someone other than Pershing LLC as custodian, have your investment professional or financial organization obtain the necessary signatures to accept custodianship.

- The new custodian must provide the appropriate paperwork.
- For retirement accounts for which Pershing LLC acts as the custodian or servicing agent, you must pay all termination fees to your prior custodian before you can transfer assets. Any deposit made to your Pershing LLC custodian account to reimburse fees after the transfer shall be processed as a current year contribution.

BROKERAGE ACCOUNT TRANSFER FORM CONTACT AND DELIVERY INSTRUCTIONS

For Professional Use Only

CONTACT AND DELIVERY INSTRUCTIONS:

CONTACT:

ACAT Department: (201) 413-4687
Non-ACAT Department: (201) 413-4571/4591
Mutual Fund Department: (888) 367-2563 (Option 4)

SEND TO:

Pershing LLC
One Pershing Plaza
Jersey City, New Jersey 07399

TAX IDENTIFICATION NUMBER: 13-2741729

SPECIAL INSTRUCTIONS LISTED BELOW:

CHECKS:*

- Send qualified plan account checks to the attention of the Retirement Products Department.
- Send non qualified plan account checks to the attention of the Money Desk.

CERTIFICATES:*

- Send certificates to the attention of Department S.

LIMITED PARTNERSHIPS DOCUMENTS:*

- Send limited partnership documents to the Non-ACAT Department.

DEPOSITORY TRUST AND CLEARING CORPORATION (DTCC) AND ELIGIBLE SECURITIES AND OPTIONS:*

- Instruct DTCC eligible securities and the Options Clearing Corporation eligible options to clearing broker number 0443.

FEDERAL ENTRY SECURITIES:*

- Instruct federal entry securities, for instance, Treasury notes, to BK OF NYC/PERSHING, ABA number 021000018.

FEDERAL FUND WIRES (Cash):*

- Instruct federal fund wires to CHASE NYC/PERSHING, ABA number 021000021, account number 930-1-032992.

FOREIGN SECURITIES:*

- Send all foreign securities to the Non-ACAT Department to setup instructions to receive the securities using Euroclear number 92146.

REJECT LETTERS:

- Send all reject letters to the Non-ACAT Department.

* Include the Pershing account number on all documentation.

BROKERAGE ACCOUNT TRANSFER FORM

VI. RETIREMENT PLAN AND SAVINGS ACCOUNT DISPOSITION INSTRUCTIONS

If you are the age of 70½ or older, you may not rollover your required minimum distribution from a qualified plan or individual retirement account (IRA).

CHECK ONLY ONE OF THE FOLLOWING:

- LIQUIDATE ALL ASSETS AND TRANSFER AS CASH. **(NOTE: Not valid for NSCC/ACAT-eligible firms.)**
- TRANSFER ALL ASSETS IN KIND. **(NOTE: Money markets MUST be liquidated and transferred as cash, other assets must be transferred in kind.)**
- LIQUIDATE CERTIFICATES OF DEPOSIT IMMEDIATELY. **(NOTE: I am aware of the penalty I may incur from my early withdrawal. All ACAT items must be liquidated prior to transfer.)**
- AT MATURITY, FORWARD PROCEEDS OF MY CERTIFICATES OF DEPOSIT FROM MY RETIREMENT PLAN. Maturity Date: _____

Rollover Certification of Employee: I understand the rules and conditions and I have met the requirements for making a rollover. Due to important tax consequences of rolling over funds or property, I have been advised to see a tax professional. All information provided to me is true and correct and may be relied on by Pershing LLC. I assume full responsibility for this rollover transaction and will not hold Pershing LLC liable for any adverse consequences that may result. I hereby irrevocably designate this contribution in funds or other property as a rollover contribution.

NOTE: To transfer as cash, please liquidate prior to submitting the brokerage account transfer form.

VII. PARTICIPANT SIGNATURE AND CERTIFICATION

To the Delivering Firm Named Above: If this account is a qualified retirement account, I have amended the applicable plan so that it names as successor custodian the trustee listed below. Unless otherwise indicated in the instruction above, please transfer all assets in my account to Pershing without penalties, such assets may be transferred within the time frames required by NYSE Rule 412 or similar rule of the National Association of Securities Dealers (NASD) or other designated examining authority. Unless otherwise indicated in the instructions above, I authorize you to liquidate any nontransferable proprietary money market fund assets that are part of my account and transfer the resulting credit balance to the successor custodian. I authorize you to deduct any outstanding fees due to you from the credit balance in my account. If my account does not contain a credit balance, or if the credit balance in the account is insufficient to satisfy any outstanding fees due to you, I authorize you to liquidate the assets in my account to the extent necessary to satisfy that obligation. If certificates or other instruments in my account are in your physical possession, I instruct you to transfer them in good deliverable form, including affixing any necessary tax waivers, to enable the successor custodian to transfer them in its name for the purpose of the sale, when, and as directed to me. I understand that upon receiving a copy of this transfer information, you will cancel all open orders for my account on your books. I affirm that I have destroyed or returned to you credit/debit cards and/or unused checks issued to me in connection with my brokerage account. I understand that you will contact me with respect to the disposition of any assets in my brokerage account that are nontransferable.

SIGNATURE GUARANTEED BY:

ACCOUNT OWNER'S SIGNATURE: _____ DATE: (Must be completed)

JOINT ACCOUNT OWNER'S SIGNATURE: _____ DATE: (Must be completed)

TO THE PRIOR TRUSTEE:

- Pershing LLC accepts appointment as successor custodian. We have established an account as described in Internal Revenue Code Sections 402 (c)(8)(B).
- Please be advised that _____ (Insert firm name) does hereby accept appointment as successor custodian.

FOR OFFICE USE ONLY		
SUCCESSOR CUSTODIAN SIGNATURE:	DATE:	NAME OF INVESTMENT PROFESSIONAL:
BRANCH:		TELEPHONE NUMBER:

Individual(k) **Employee Data Worksheet**

This worksheet is used to gather information regarding the owner(s) and any employees of a business. This form should be completed by the employer and forwarded to: Pershing LLC, Retirement New Accounts Department, One Pershing Plaza, Jersey City, New Jersey 07399. Attach a Beneficiary Designation form completed by each employee listed.

NAME OF EMPLOYER _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE NUMBER _____

DATE _____ WORKSHEET COMPLETED BY _____

EMPLOYER TIN # _____ - _____

EMPLOYER/OWNER ACCOUNT NUMBER _____

SIGNATURE (TRUSTEE/PLAN ADMINISTRATOR) _____

FILL IN THE INFORMATION BELOW FOR ALL EMPLOYEES, INCLUDING THE OWNERS OF THE BUSINESS.

NAME _____ S.S.N. _____

ADDRESS _____ DATE OF BIRTH _____ MARITAL STATUS _____

STREET _____

CITY _____ STATE _____ ZIP _____ DATE OF HIRE _____ % OF BUSINESS OWNERSHIP _____

- -1-

ACCOUNT NUMBER

NAME _____ S.S.N. _____

ADDRESS _____ DATE OF BIRTH _____ MARITAL STATUS _____

STREET _____

CITY _____ STATE _____ ZIP _____ DATE OF HIRE _____ % OF BUSINESS OWNERSHIP _____

- -1-

ACCOUNT NUMBER

NAME _____ S.S.N. _____

ADDRESS _____ DATE OF BIRTH _____ MARITAL STATUS _____

STREET _____

CITY _____ STATE _____ ZIP _____ DATE OF HIRE _____ % OF BUSINESS OWNERSHIP _____

- -1-

ACCOUNT NUMBER

NAME _____ S.S.N. _____

ADDRESS _____ DATE OF BIRTH _____ MARITAL STATUS _____

STREET _____

CITY _____ STATE _____ ZIP _____ DATE OF HIRE _____ % OF BUSINESS OWNERSHIP _____

- -1-

ACCOUNT NUMBER

Individual(k) **Salary Deferral Election Form**

GENERAL INFORMATION

PLAN NAME *(Please Print)* _____

PARTICIPANT NAME *(Please Print)* _____
(Last) *(First)* *(M.I.)*

SALARY DEFERRAL AGREEMENT

I agree that my compensation will be reduced by the amount or percentage I have indicated below, and that these dollars will be contributed to the Plan. This agreement will continue to be effective while I am employed unless I change or terminate it. I acknowledge that I have read this entire agreement, understand it and agree to its terms.

Select one of the following:

- I elect to defer _____ % or \$ _____ of my compensation (do not complete both) for the _____ plan year.
- I wish to change my deferral to _____ % or \$ _____ of my compensation (do not complete both) for the _____ plan year.
- I decline participation for the _____ plan year.

Date effective: _____

NOTE: If you attain age 50 before the close of the Plan Year, you may make Catch-up Contributions under the Plan. In addition, certain limits as required by law must be met prior to being eligible to make Catch-up Contributions. Your election above will pertain to deferrals which may include Catch-up Contributions.

SIGNATURES

Signature of Employee

Date

Return to: BISYS Retirement Services
Attn: Individual(k)
124 Eighth Avenue NE
PO Box 807
Brainerd, MN 56401

Individual(k) **Retirement Plan Contribution Form**

I. EMPLOYER/PARTICIPANT ACCOUNT NUMBER

ACCOUNT NUMBER: -

II. SELECT PLAN TYPE (For participant IRA contributions to SEP/SARSEP accounts, use the IRA Contribution Form or the Asset Movement Authorization Form)

EMPLOYER/PLAN NAME: _____ PLAN TAX IDENTIFICATION NUMBER/SOCIAL SECURITY NUMBER: _____

III. SELECT CONTRIBUTION TYPE (Allocate cash and/or securities as designated to the account(s) listed below)

CHECK AMOUNT: \$ _____ CHECK NUMBER: _____
 CONTRIBUTION AUTHORIZATION: I hereby authorize the contribution of cash/securities from the following Pershing account: -
(You may only contribute securities as a rollover, or as an employer contribution to 401(k), 403(b)(7), and profit sharing accounts)

ACCOUNT NUMBER	EMPLOYER CONTRIBUTION		EMPLOYEE DEFERRAL		ROLLOVER (List cash/securities) See certification statement below.
	CURRENT YEAR	PREVIOUS YEAR	CURRENT YEAR	PREVIOUS YEAR	
FACT Deposit Code <small>(Internal Use Only)</small>	L	P	I	B	N
JR10 SOURCE CODE <small>(Internal Use Only)</small>	ECN	ECP	EDC	EDP	ROC

IV. ROLLOVER CERTIFICATION

If I elect to make a rollover contribution to this account, I hereby certify that I understand the rollover rules and conditions as they pertain to the retirement plan indicated above, and I have met the requirements for making a rollover. Due to the important tax consequences of rolling over funds or property, I have been advised to consult with a tax professional. All information provided by me is true and correct and may be relied upon by the Custodian. I assume full responsibility for rollover transactions and will not hold the Custodian liable for any adverse consequences that may result. I hereby irrevocably designate the rollover of funds or other property as rollover contributions.

70% ROLLOVER RESTRICTION: If you are the age of 70% or older in this year, you may not transfer or rollover required minimum distribution amounts. If necessary instruct your present Custodian to either: 1) pay your required minimum distribution to you now; or 2) retain that amount for distribution to you later.

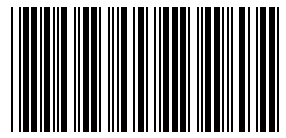
V. SIGNATURE AND CERTIFICATION

PARTICIPANT SIGNATURE: _____ DATE: _____

TRUSTEE/PLAN ADMINISTRATOR SIGNATURE: _____ DATE: _____

Make checks payable to: Pershing LLC FBO (Employer/Plan Name) and write the account number from Section I on the check.

Return to: Pershing
 Retirement Products Department
 One Pershing Plaza
 Jersey City, New Jersey 07399



Individual(k) Retirement Products Fee Schedule

ANNUAL CUSTODIAL MAINTENANCE FEES

(Per account)

- Individual(k) Custodial Account \$50*
- *Due at account set-up, invoiced annually.

QRP LOANS

- Distribution and Repayment Posting (due with loan documentation) \$50*
- *One time fee—submit with loan instructions, distribution form, and promissory note.

LIMITED PARTNERSHIPS, PRIVATE PLACEMENTS, AND OTHER SPECIAL PRODUCTS*

(NOTE: Other fees may be assessed by the issuing party or transfer agent)

- Subscription Fee (per purchase) \$50
- Redemption Fee (per position) \$50
- Reregistration Fee (per position) \$50
- Annual Administration Fee (per position) \$35
- Document Review Fee to Determine Ability to Custody
(per review, regardless of outcome) \$100
- IRS 990-T UBTI Tax Return Filing (per return filed) \$200

*In addition to annual custodial maintenance fee.

ACCOUNT TERMINATION FEE

(Per account, in addition to annual custodial maintenance fee and other fees due unless prepaid)

- All Retirement Accounts \$75

COMMISSIONS

Commission charges are determined by the introducing brokerage firm or the bank introducing the retirement account to Pershing LLC.

All fees are subject to change. Please note that annual fees are not prorated when an account is closed prior to its anniversary date.

Pershing®

A BNY Securities Group Co.
Solutions from The Bank of New York

One Pershing Plaza
Jersey City, New Jersey 07399

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