



Solo(k) Adoption Agreement

EMPLOYER INFORMATION

Name of Adopting Employer _____
 Address _____
 City _____ State _____ Zip _____
 Telephone _____ Adopting Employer's Federal Tax Identification Number _____
 Adopting Employer's Tax Year End (specify month and day) _____
 Type of Business (select one) Sole Proprietorship Partnership C Corporation S Corporation LLC
 Other (specify a legal entity recognized under federal income tax laws) _____
 Name of Plan _____
 Plan Sequence Number _____ Trust Identification Number (if applicable) _____ Account Number _____

SECTION ONE: EFFECTIVE DATES

Complete Part A or B

Part A. New Plan Effective Date

This is the initial adoption of a 401(k) profit sharing plan by the Adopting Employer.

The Effective Date of this Plan is _____.

The Effective Date for Elective Deferrals under this Plan, if different from above, is _____.

NOTE: The Effective Date is usually the first day of the Plan Year in which this Adoption Agreement is signed and may not be earlier than such date. Elective Deferrals, however, cannot be made available before the later of the date this Adoption Agreement is signed or the Effective Date for Elective Deferrals.

Part B. Existing Plan Amendment or Restatement Date

This is an amendment or restatement of an existing qualified plan (a Prior Plan).

The Prior Plan was initially effective on _____.

The Effective Date of this amendment or restatement is _____.

NOTE: The restatement Effective Date is generally the first day of the Plan Year in which this Adoption Agreement is signed. An amendment or restatement Effective Date after the first day of the Plan Year in which this Adoption Agreement is signed may result in a reduction or elimination of accrued benefits, violating Code Section 411(d)(6). Notwithstanding the foregoing, Effective Dates for certain items (e.g., EGTRRA and other government pronouncements) are governed by the dates specified in the Basic Plan Document. If Elective Deferrals are being made available for the first time as a result of this amendment and restatement, the Elective Deferrals cannot be made available before the later of the date this Adoption Agreement is signed or the Effective Date for Elective Deferrals.

SECTION TWO: ELIGIBILITY

Complete Parts A and B

Part A. Age and Years of Eligibility Service

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

NOTE: If no age is specified there will be no age requirement.

Years of Eligibility Service Requirement. An Employee will be eligible to become a Participant in the Plan for purposes of becoming a Contributing Participant (and thus eligible to make Elective Deferrals) receiving an allocation of any Employer Profit Sharing Contribution, as applicable, made pursuant to Section Three of the Adoption Agreement (select one):

Option 1: No Eligibility Service Required.

Option 2: After completing ____ consecutive Months of Eligibility Service (no more than 12).

Option 3: After completing ____ Years of Eligibility Service (enter 0 or 1).

NOTE: If no option is selected, Option 1 will apply.

Part B. Employees Employed As of Effective Date

Will an Employee employed as of the Effective Date listed in Section One, Part A of the Adoption Agreement who has not otherwise met the requirements of Part A 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 will apply.

SECTION THREE: CONTRIBUTIONS

Complete Part A

Part A. Elective Deferrals

Authorization of Elective Deferrals

Will Elective Deferrals be permitted under this Plan (select one)?

Option 1: Yes (complete the following):

Will Roth Elective Deferrals be permitted under this Plan in addition to Pre-Tax Elective Deferrals?

Suboption 1: Yes.

Suboption 2: No.

NOTE: If no suboption is selected, Suboption 1 will apply.

Option 2: No.

NOTE: If no option is selected, Option 1 will apply.

Part B. Employer Profit Sharing Contributions

Employer Profit Sharing Contributions, if any, shall be allocated to all Qualifying Participants pursuant to the pro rata allocation formula described in Section 3.02(B)(1) of the Plan.

SECTION FOUR: VESTING AND FORFEITURES

There are no elections required for Section Four.

There are no elections required for Section 4. Refer to the Basic Plan Document for information regarding this Section.

SECTION FIVE: DISTRIBUTIONS AND LOANS

Loans

May a Participant request a loan pursuant to Plan Section 5.14?

Yes

No

NOTE: If a box is not selected for this item, "No" will apply for this item.

SECTION SIX: DEFINITIONS

There are no elections required for Section Six

There are no elections required for Section 6. Refer to the Basic Plan Document for information regarding this Section.

SECTION SEVEN: MISCELLANEOUS

Life Insurance

Will life insurance investments be permitted under the Plan (select one)?

Option 1: Yes.

Option 2: No.

NOTE: If no option is selected, Option 2 will apply.

SECTION EIGHT: TRUSTEE AND CUSTODIAN
Complete Parts A and B (as applicable)

Part A. Trustee (This Part A must be completed unless the Plan only covers one or more Self-Employed Individuals or satisfies another exception under ERISA (select one).

1. Trustee Appointment

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 _____

2. Trust Agreement

If a Trustee is designated in Part A, item 1 above, which trust agreement will apply to the Plan (select one)?

Option 1: Trust provisions contained in Plan Section Eight.

Option 2: Separate executed trust agreement attached hereto.

NOTE: If no option is selected, Option 1 will apply. If Option 2 is selected, the attached trust agreement must be one filed with the IRS for use by the Prototype Sponsor listed in Section Nine below.

Part B. Custodian (Both a Custodian and Trustee may be appointed for the Plan. This Part B must be completed unless a Trustee is named in Part A, above.)

1. Custodian Appointment

Financial Organization PENSCO Trust Company

Address 30 Penhallow Street, Suite 200 E, Portsmouth, NH 03801

Signature _____

Type Name _____ Title _____

2. Custodial Agreement

If a Custodian is designated in Part B, item 1 above, which custodial agreement will apply to the Plan (select one)?

Option 1: Custodial provisions contained in Plan Section 8.

Option 2: Separate executed custodial agreement attached hereto.

NOTE: If no option is selected, Option 1 will apply. If Option 2 is selected, the attached custodial agreement must be one filed with the IRS for use by the Prototype Sponsor listed in Section Nine below.

SECTION NINE: EMPLOYER SIGNATURE

Prototype Sponsor

Name of Prototype Sponsor PENSCO Trust Company
Address 30 Penhallow Street, Suite 200 E, Portsmouth, NH 03801, Mail to: PO Box 26903, San Francisco, CA 94126-6903
Telephone _____

Check the applicable box if there is an attachment(s) that applies to this Plan other than a separate trust or custodial agreement.

- Attachment A, Protected Benefits and Prior Plan Provisions.
- Other: *(If this box is checked, please describe the attachment(s))* _____

Authorized Employer Signature

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 or custodial agreement used in lieu of the trust or custodial 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 Code Section 401 of the Internal Revenue Code except to the extent provided in Revenue Procedure 2005-16. An Employer who has ever maintained or who later adopts any plan (including a welfare benefit fund, as defined in Code Section 419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in Code Section 419A(d)(3), or an individual medical account, as defined in Code Section 415(l)(2) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code Sections 415 and 416.

If the Employer who adopts or maintains multiple plans wishes to obtain reliance with respect to the requirements of Code Sections 415 and 416, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. The Employer may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to the Plan or in Revenue Procedure 2005-16. This Adoption Agreement may be used only in conjunction with Basic Plan Document #02.

ATTACHMENT A

PROTECTED BENEFITS AND PRIOR PLAN PROVISIONS

This Attachment may be used by an Adopting Employer to document protected benefits and other prior plan provisions that apply to some or all of the assets of the Adopting Employer's plan.

ADOPTING EMPLOYER PLAN INFORMATION

Name of Adopting Employer _____

Plan Name _____

Plan Sequence Number _____ Trust Identification Number (if applicable) _____ Account Number _____

PROTECTED BENEFITS AND PRIOR PLAN PROVISIONS

Provision 1:

Source of Provision (e.g., plan name and sequence number, good faith amendment, etc.):

Provision 2:

Source of Provision (e.g., plan name and sequence number, good faith amendment, etc.):

Provision 3:

Source of Provision (e.g., plan name and sequence number, good faith amendment, etc.):
