



MOUNTAIN WEST IRA

INDIVIDUAL 401(k) PLAN APPLICATION

13905 W. Wainwright Dr.
Boise, ID 83713
P: (866) 377-3311 | F: (208) 376-4567



INDIVIDUAL(K) PLAN APPLICATION

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Email: Accounts@MWIRA.com

7. BENEFICIARY DESIGNATION

Account Holder: I, _____, designate the following person(s) named below as my primary and/or Contingent Beneficiaries of my plan. If the Primary or Contingent box is not checked for a beneficiary, the beneficiary will be deemed to be a Primary Beneficiary. In the event of my death, the balance in the account shall be paid to the Primary Beneficiaries who survive me in equal shares (or in the specified shares, as indicated). If none of the Primary Beneficiaries survive me, the balance in the account shall be paid to the Contingent Beneficiaries whose survive me in equal shares (or in the specified shares, as indicated). If any Primary or Contingent Beneficiary does not survive me, such beneficiary's interest and the interest of such beneficiary's heirs shall terminate completely, and the share for any remaining Primary or Contingent Beneficiary shall be increased on a pro-rata basis. If no Primary or Contingent Beneficiary survives me, the remaining balance in the account shall be distributed in accordance with the plan provisions to my estate. If no beneficiaries are named, my estate will be my beneficiary.

I elect not to designate beneficiaries at this time and understand that I may designate beneficiaries at a later date.

Primary	Contingent	Name: _____	SSN: _____	Birthdate: _____
		Address: _____	Relationship: _____	
		City: _____	State: _____	ZIP: _____ Share: _____ %

Primary	Contingent	Name: _____	SSN: _____	Birthdate: _____
		Address: _____	Relationship: _____	
		City: _____	State: _____	ZIP: _____ Share: _____ %

Primary	Contingent	Name: _____	SSN: _____	Birthdate: _____
		Address: _____	Relationship: _____	
		City: _____	State: _____	ZIP: _____ Share: _____ %

Primary	Contingent	Name: _____	SSN: _____	Birthdate: _____
		Address: _____	Relationship: _____	
		City: _____	State: _____	ZIP: _____ Share: _____ %

Primary	Contingent	Name: _____	SSN: _____	Birthdate: _____
		Address: _____	Relationship: _____	
		City: _____	State: _____	ZIP: _____ Share: _____ %

CONSENT OF SPOUSE

(Only required if your spouse is not the primary beneficiary)

I consent to the above Beneficiary Designation.

Signature of Spouse: _____ Date: _____

Note: Consent of the Participant's Spouse may be required in a community property or marital property state to effectively designate a beneficiary other than or in addition to the Participant's Spouse.) Disclaimer for Community and Marital Property States: The Participant's Spouse may have a property interest in the account and the right to dispose of the interest by will. Therefore, the Custodian disclaims any warranty as to the effectiveness of the Participant's beneficiary designation or as to the ownership of the account after the death of the Participant's Spouse. For additional information, please consult your legal advisor.



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8. FEE SCHEDULE

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1. ACCOUNT INFORMATION

Your Name: _____ Account No.: _____ Email: _____

2. ACCOUNT ESTABLISHMENT FEE

\$50 One-time account establishment fee, per account.

Fee is due when application is received. New accounts that do not fund within thirty (30) days may be closed at Administrator's discretion.

3. RECORDKEEPING FEES *(Please choose one)*

OPTION ONE: Based on Number of Assets

Billed upon initial funding, quarterly thereafter.

\$85 Per Quarter, Per Asset and / or Liability

- \$537.50 Maximum Quarterly Fee
- Liabilities include non-recourse loans
- \$30 / quarter if ONLY cash is held in the account

Asset Transaction Processing Fees

Purchase, Sale, or Re-Registration of Asset* and / or Liability:

- Real Estate: **\$150**
- Non-Real Estate: **\$95**

Purchase, sale, and re-registration of asset fees* are charged at time transaction is processed.

*Re-registration of asset fees do not apply to incoming assets.

Recordkeeping fees are not pro-rated and are non-refundable.

OPTION TWO: Based on Total Account Value

Billed upon first asset purchase, annually thereafter.

(\$30 / quarter until first asset is purchased)

Total Market Value	Annual Fee
\$1 - \$9,999.99	\$200
\$10,000 - \$14,999.99	\$225
\$15,000 - \$29,999.99	\$275
\$30,000 - \$44,999.99	\$375
\$45,000 - \$59,999.99	\$475
\$60,000 - \$89,999.99	\$550
\$90,000 - \$124,999.99	\$700
\$125,000 - \$174,999.99	\$900
\$175,000 - \$249,999.99	\$1,100
\$250,000 - \$399,999.99	\$1,430
\$400,000 - \$499,999.99	\$1,650
\$500,000 - \$599,999.99	\$1,730
\$600,000 - \$749,999.99	\$1,850
\$750,000 +	\$2,150 (Maximum)

Asset Transaction Processing Fees

Purchase, Sale, or Re-Registration of Asset and / or Liability:

- Real Estate: **\$0**
- Non-Real Estate: **\$0**

Recordkeeping fees are not pro-rated and are non-refundable.

4. SERVICE FEES

ACH / Check <i>(Outgoing)</i>	\$5	Internal Transfer	\$50
Cashier's Check <i>(Or other official bank check)</i>	\$20	Notary	FREE
Certified Mail	\$10	Overnight Mail	\$50
Contribution ¹	FREE	Paper Statement <i>(Electronic statement no charge)</i>	\$15 / quarter
Distribution - Cash ¹	FREE	Returned Item	\$35
Exchange of Non-Real Estate Asset	\$95	Roth Conversion / Re-characterization	\$50
Exchange of Real Estate Asset	\$150	Special Service & Legal Research	\$150 / hour
Expedited ACH / Check or Distribution Processing	\$25	Stop Payment Request	\$35
Expedited Investment Processing	\$95	Termination of Account - Complete ^{1,2}	\$150
Fair Market Valuation Acquired by MWIRA	\$100	Transfer - Outgoing Partial ^{1,2}	\$95
Fee Option Change	\$50	Wire Transfer <i>(Domestic - Incoming / Outgoing)</i>	\$25
Individual (k) Plan Document <i>(Per Plan EIN)</i>	\$300 / year	Wire Transfer <i>(International - Incoming / Outgoing)</i>	\$75
In-Kind Distribution / In-Kind Transfer ^{1,2}	\$95		

¹ ACH, check or wire fees may apply
² Re-registration of asset fees may apply



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5. FEE PAYMENT METHOD

All ongoing fees will be paid via the selected payment method below. (Please choose one)

CREDIT CARD

(Complete CC info - All major credit cards accepted)

FUND FROM ACCOUNT

CHECK

Credit Card Number: Exp. Date:

Exact Name on Card: Security Code:

Billing Address: City: ZIP:

Signature:

CHARGE CREDIT CARD FOR ACCOUNT ESTABLISHMENT FEE

Please indicate the payment method you wish to use to pay ongoing fees in the box to the left.

BILL THIRD PARTY - Name of Third Party:

Phone No.: Email:

Address: City: State: ZIP:

Third party must be pre-arranged through Mountain West IRA. Although investment sponsors or financial advisors may offer to pay your fees, you, the account holder, are personally responsible for payment of all fees.

6. DISCLOSURE & SIGNATURE

Recordkeeping Fees: Recordkeeping fees are not pro-rated or refundable upon account closing and are normally withdrawn from your undirected funds unless you submit payment before the due date by check, credit, or debit card.

Late Fees: When recordkeeping fees are not paid within thirty (30) days a late fee will be assessed. Option One late fee: \$25 each unpaid quarter; Option Two late fee: \$75 each unpaid year.

Re-Registration of Asset Fees: If your account is on the Option One fee structure, you will be charged an asset re-registration fee each time an asset is transferred into or out of your Mountain West IRA account.

Fair Market Valuation Acquired by MWIRA Fees: Mountain West IRA (MWIRA) requires you to submit a Fair Market Valuation Form (FMV) with supporting valuation documents every twelve (12) months for each non-cash asset held in your account.

Failure to Pay Fees: Mountain West IRA reserves the right to collect fees not paid within thirty (30) days from your account, regardless of your elected payment method.

Minimum Cash Balance: Mountain West IRA requires all accounts that do not have a credit card on file to maintain a minimum \$500 cash balance to cover administrative fees that may occur.

Account Termination: When you terminate and close your account, you agree to pay a termination fee of \$150, all outstanding fees owed, plus applicable asset re-registration and / or service fees for each asset that is sold, distributed, transferred, or resigned on.

You agree and direct Mountain West IRA that your undirected cash is placed in government insured instruments, including FDIC insured banks, unless we are otherwise directed by you.

Mountain West IRA reserves the right to adjust the Fee Schedule at any time and agrees to provide you with notice through email thirty (30) days in advance of the effective change (if an email address was not provided, notice will be sen by U.S. mail).

Account Holder's Signature: Date:

9. PROHIBITED TRANSACTION SIGNATURE PAGE

It is important to understand that “You” and “your Qualified Plan” are different, and your Trustee or Custodian acts on behalf of your Qualified Plan based on your direction. By inference, it is clear that “you” or any other disqualified person **can never** “buy from” or “sell to” your own Qualified Plan.

You must open a Qualified Plan, and then direct the purchase of an asset through a Direction of Investment Form. A prohibited transaction is generally defined as the improper use of your Qualified Plan by you or any disqualified person or entity.

Disqualified persons and/or entities include, but are not limited to:

- The Qualified Plan holder and his or her spouse
- The Qualified Plan holder’s ancestors, lineal decedents and their spouses
- Investment advisors or managers
- Any corporation, partnership, trust or investment in which the Qualified Plan holder already has a 50% or greater interest
- Anyone providing services to the Qualified Plan such as the Trustee or Custodian
- Your plan may NOT, directly or indirectly, buy, sell, exchange, or lease any property to or from you or a disqualified person and/or entity. This includes lending money or extending credit. Your plan cannot furnish goods, services, or facilities to you or another disqualified person and/or entity. Neither you nor another disqualified person and/or entity can transfer assets to each other or use/benefit from any assets in the plan.

For a full explanation of disqualified persons and/or entities, please read Internal Revenue Code (IRC) §4975.
www.irs.gov

Prohibited transactions (self-dealing) are those transactions that violate the basic intent of your IRA or Qualified Plan. They do not impose unacceptable limitations. On the contrary, there are numerous methods which do not violate the law that can be used to meet your long term objectives, and allow you to get the most out of your plan. A complete understanding of the applicable rules is encouraged, in order that you realize all the benefits available to you in directing your Qualified Plan. Please contact an ERISA attorney or your tax advisor with questions regarding your personal situation.

Loans to IRAs:

IRC §§511-514 allow for non-recourse lending to IRAs or Qualified Plans for the purchase of real estate in IRAs or Qualified Plans:

- Loans must have no recourse against the IRA or Qualified Plan, the IRA or Qualified Plan account holder, or other disqualified persons or entities
- Loans must be made by a third party not related to the IRA or Qualified Plan account holder
- IRAs or Qualified Plans with loans on assets owned by the IRA or Qualified Plan must file a 990-T unrelated debt-financed tax return annually. This tax return is procured by the IRA or Qualified Plan owner, then signed and submitted by the IRA/Qualified Plan administrator with any taxes owed by the IRA or Qualified Plan. **Taxes due may not be paid outside the IRA or Qualified Plan.**

Please sign this document and return to Mountain West IRA, Inc. indicating that you understand these Qualified Plan Prohibited Transaction and Self-Dealing Issues.

Participant's Signature: _____ **Date:** _____

10. INDIVIDUAL(K) PLAN APPLICATION SIGNATURE PAGE

Appointment: I appoint Mountain West IRA, Inc. to be the Record Keeper for my Individual 401(k) account with the employer listed on this application.

I acknowledge that I am (**initial the appropriate status**):

_____The employer and that I am the Trustee and Plan Administrator of the Individual (k) plan and that I can appoint a successor Trustee or Plan Administrator.

_____The spouse of the employer and I acknowledge that the employer is the Trustee and Plan Administrator of my account.

_____A partner of the employer named in this application and that the employer is the Trustee and Plan Administrator.

Written direction shall be construed so as to include facsimile signature. The account is established for the exclusive benefit of the Account holder for his/her beneficiaries.

Responsibility for Tax Consequences: I assume all responsibility for any tax consequences and penalties that may result from making contributions to, transactions with and distributions from my Account. I am authorized and of legal age to establish this Account and make investment purchases permitted under the Plan Agreement offered by the Record Keeper. I assume complete responsibility for: 1) Determining that I am eligible for an Account transaction that I direct the Record Keeper to make on my behalf; 2) Insuring that all contributions I make are within the limits set forth by the tax laws; 3) The tax consequences of any contribution (including rollover contributions and distributions).

I certify under penalties of perjury: 1) that I have provided you with my correct Social Security or Tax I.D. Number; and 2) that I am not subject to backup withholding because: a) I am exempt from backup withholding; or b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or c) the IRS has notified me that I am no longer subject to backup withholding. You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return.

Except as described above, we will not release information about you to others unless you or a representative whom you have authorized in writing have consented or asked us to do so, or we are required by law or other regulatory authority.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Investment Direction: Until such time as I change or revoke the designation, I hereby instruct the Record Keeper to follow the investment directions which I provide regarding the investing and reinvesting the principal and interest, as confirmed by direction letters to the record keeper from the undersigned, for the above-referenced Account or other account for which Record keeper serves as record keeper. You are authorized to accept written direction and/or verbal direction which is subsequently confirmed in writing by the authorized party, Record Keeper, or by the undersigned. Written direction shall be construed so as to include facsimile signature.

The account is established for the exclusive benefit of the Account holder or his/her beneficiaries. In taking action based on this authorization, Record Keeper may act solely on the written instruction, designation or representation of the Account holder. I expressly certify that I take complete responsibility for the type of investment instrument(s) with which I choose to fund my Account. I agree to release, indemnify, defend and hold the Record Keeper harmless from any claims, including, but not limited to, actions, liabilities, losses, penalties, fines and/or third party claims, arising out of my account and/or in connection with any action taken in reliance upon my written instructions, designations and representations, or in the exercise of any right, power or duty of Record Keeper, its agents or assigns. Record Keeper may deduct from the account any amounts to which they are entitled to the reimbursement under the foregoing hold harmless provision. Record Keeper has no responsibility or fiduciary role whatever related to or in connection with the account in taking any action related to any purchase, sale or exchange instructed by the undersigned or the undersigned's agents, including but not limited to suitability, compliance with any state or federal law or regulation, income or expense, or preservation of capital or income. For purposes of this paragraph, the term Record Keeper includes Mountain West IRA, Inc., its agents, assigns, joint ventures, licensees, franchises, affiliates and/or business partners.

In the event of claims by others related to my account and/or investment wherein Record Keeper is named as a party, Record Keeper shall have the

full and unequivocal right at their sole discretion to select their own attorneys to represent them in such litigation and deduct from my account any amounts to pay for any costs and expenses, including, but not limited to, all attorneys' fees and costs and internal costs (collectively "Litigation Costs"), incurred by Record Keeper in the defense of such claims and/or litigation. If there are insufficient funds in my account to cover the Litigation Costs incurred by Record Keeper, on demand by Record Keeper, I will promptly reimburse Record Keeper the outstanding balance of the Litigation Costs. If I fail to promptly reimburse the Litigation Costs, Record Keeper shall have the full and unequivocal right to freeze my assets, liquidate my assets, and/or initiate legal action in order to obtain full reimbursement of the Litigation Costs. I also understand and agree that the Record Keeper will not be responsible to take any action should there be any default with regard to this investment. I understand that no one at the Record Keeper has authority to agree to anything different than my foregoing understandings of the Record Keeper's policy. For purposes of this paragraph, the term Record Keeper includes Mountain West IRA, Inc., its agents, assigns, joint ventures, licensees, franchises, affiliates and/or business partners.

In executing transfers, it is understood and agreed that I will not hold Record Keeper liable or responsible for anything done or omitted in the administration, custody or investments of the account prior to the date they shall complete their respective acceptance as successor record keeper and shall be in possession of all of the assets, nor shall they have any duty or responsibility to inquire into or take any action with respect to any acts performed by the prior Custodian, or Record Keeper.

If any provision of this Application is found to be illegal, invalid, void, or unenforceable, such provisions shall be severed and such illegality or invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

Important Information for Opening a New Account: To comply with the USA PATRIOT ACT, we have adopted a Customer Identification Program. All new accounts must provide a copy of an unexpired, photo-bearing, government-issued identification (e.g., driver license or passport). The copy must be readable so we can verify the client's name, driver's license number or state issued ID number. If a copy of a valid driver's license or an unexpired state issued ID card cannot be obtained, we will contact the client by telephone to verify their name, address, date of birth, and social security number.

Our Privacy Policy: You have chosen to do business with the Custodian and administrator named on your account application. As our client, the privacy of your personal non-public information is very important. We value our customer relationships and we want you to understand the protections we provide in regard to your accounts with us.

Information We May Collect: We collect non-public personal information about you from the following sources to conduct business with you:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, or others;

Non-public personal information is non-public information about you that we may obtain in connection with providing financial products or services to you. This could include information you give us from account applications, account balances, and account history.

Information We May Share: We do not sell or disclose any non-public information about you to anyone, except as permitted by law or as specifically authorized by you. We do not share non-public personal information with our affiliates or other providers without prior approval by you. Federal law allows us to share information with providers that process and service your accounts. All providers of services in connection with the Custodian and administrator have agreed to the Custodian and administrator's confidentiality and security policies. If you decide to close your account(s) or become an inactive customer, we will adhere to the privacy policies and practices as described in this notice.

Confidentiality and Security: We restrict access to non-public personal information to those employees who need to know that information to provide products and services to you. We maintain physical, electronic, and procedural guidelines that comply with federal standards to guard your non-public personal information. The Custodian reserves the right to revise this notice and will notify you of any changes in advance.

If you have any questions regarding this policy, please contact us at the address and or telephone number listed on this application.

SIGNATURE

As the employer, I acknowledge that I have received and reviewed a copy of the Plan and Trust document, Adoption Agreement, Employer Sponsored Plan Account Agreement, and Fee Schedule. If I am not the employer I will contact the employer who shall provide me with the appropriate information regarding my participation in this Individual(k) Plan. I understand the terms and conditions which apply to this account and are contained in this application. I agree to be bound by those terms as currently in effect or as they may be amended from time to time. I understand that failure to submit a signed Fee Schedule will result in fees "based on value of asset" (See Fee Schedule). I understand Mountain West IRA will not provide any investment advice.

Participant's Signature: _____

Date: _____



MOUNTAIN WEST IRA

INDIVIDUAL(K) PLAN ADOPTION AGREEMENT

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The undersigned Employer hereby adopts the Provider's Pre-Approved EZ-k Profit-Sharing Plan; or Simplified Profit Sharing or Money Purchase Plan in the form of a standardized Plan, as set out in this Adoption Agreement and the Pre-Approved Defined Contribution Plan Document #01 and all completed Addendums, and agrees that the following definitions, elections and terms shall be part of such Plan. Where applicable, certain items have a Default Provision indicated below the item number that will apply if no election is made by the Employer.

Complete the sections of this adoption agreement that correspond with the plan type you are adopting as follows:

PLAN TYPE	SECTIONS FOR COMPLETION
<input checked="" type="checkbox"/> "EZ-k" 401(k) plans	Parts 1, 2, 5, 6, and 8; Addendums A1, B
<input type="checkbox"/> Profit Sharing plans	RESERVED
<input type="checkbox"/> Money Purchase plans	RESERVED

PART 1: COMPLETE THIS PART 1 FOR ALL PLAN TYPES

EMPLOYER INFORMATION

Complete all Employer Information. Items 1 through 7 in this Part 1 shall apply to each plan type.

1. Employer Name:			
Address:			
City:	State:	Zip Code:	
Phone:	Email:		
2. The Employer named above is part of a Controlled Group or Affiliated Service Group. If "Yes", complete the Controlled Group Addendum.			<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Trustee/Custodian:			
4. Type of Business Entity (check one):			
<input type="checkbox"/> (a) C Corp., Date of incorporation:		<input type="checkbox"/> (b) S Corp., Date of incorporation:	
<input type="checkbox"/> (c) Partnership		<input type="checkbox"/> (d) Sole Proprietor	
<input type="checkbox"/> (e) Other (must be a legal entity recognized under federal income tax laws):			
5. Employer's Taxable Year Ends: (month)/ (day) (e.g. 12/31)		6. Employer Identification Number (EIN):	
7. The Plan Administrator shall be:			
<input type="checkbox"/> (a) The Employer			
<input type="checkbox"/> (b) Other (specify name, address, phone):			
Default – (a)			

PLAN INFORMATION

Complete all Plan Information. Items 8 through 14 in this Part 1 shall apply to each plan type.

8. Document Provider: <u>PenServ Plan Services, Inc.</u>			
Address: <u>420 Dresher Road, Suite 100, Horsham, PA 19044</u>		Phone: <u>(513) 975-6319</u>	E-mail: <u>N/A</u>
9. Name of Plan:			
10. 3-Digit Plan Number:		11. Business Code (see Form 5500 Instructions):	
12. Effective Date: The Employer has completed and signed this Adoption Agreement in order to:			
		Initial Effective Date	Amendment/Restatement Effective Date
<input type="checkbox"/> (a)	Establish a new plan (not earlier than the 1 st day of current Plan Year)		N/A
<input type="checkbox"/> (b)	Restate a plan previously adopted by the Employer (The restated effective date should not be earlier than the first day of the Plan Year in which the plan is restated.)		

<input type="checkbox"/> (c)	Amend a plan previously adopted by the Employer (Amendments made, if applicable:)		
<input type="checkbox"/> (d)	Merger, amendment and restatement of the Plan and the Plan into the Plan	(surviving Plan)	(merger)
<input type="checkbox"/> (e)	Restatement of the Plan, AND a restatement of the Plan, AND a merger of the Plan into the Plan		
<input type="checkbox"/> (f)	Amendment of a Plan to a wasting Trust		
<input type="checkbox"/> (g)	If the plan contains a Cash or Deferred Arrangement (CODA), the effective date of the CODA (cannot be earlier than the first day the CODA is adopted)		

13. This Plan shall be governed by the laws of the state or commonwealth where the Employer's (or in the case of a corporate Trustee, such Trustee's) principal place of business is located unless another state or commonwealth is specified:

14. Loans to Participants are available.
Default (b)

(a) Yes (b) No

PART 2: EZ-k PLAN PROVISIONS

15. Designated Roth Account Elections. (This item applies to "EZ-k" 401(k) plans only.)

(a)	Roth Elective Deferrals are permitted. Default (2)	<input type="checkbox"/> (1) Yes	<input type="checkbox"/> (2) No
(b)	If Roth Elective Deferrals are permitted, In-Plan Roth Rollovers are also permitted. Default (2)	<input type="checkbox"/> (1) Yes	<input type="checkbox"/> (2) No

PART 3: 16. RESERVED

PART 4: 17. RESERVED

PART 5: COMPLETE THIS PART 5 FOR ALL PLAN TYPES

18. Overriding Language For Multiple Plans

(a)	If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a Participant or could become a Participant, the Employer must complete this section. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, other than a Pre-Approved plan:		
	<input type="checkbox"/> (1)	The provisions of Section 6.02 of Article VI will apply as if the other plan were a Pre-Approved plan.	
	<input type="checkbox"/> (2)	Provide the method under which the plans will limit total annual additions to the maximum permissible amount, and will properly reduce any excess amounts, in a manner that precludes employer discretion:	
(b)	The Employer wishes to add overriding language to satisfy section 416 in the case of required aggregation under multiple plans:		
	<input type="checkbox"/> (1)	No	
	<input type="checkbox"/> (2)	Yes (Employer must attach overriding language, if elected):	
(c)	If (b)(2) above is elected, complete the following:		
	<input type="checkbox"/> (1)	Interest Rate: ; Mortality Table: ; or	
	<input type="checkbox"/> (2)	The interest rate and mortality table specified to determine "present value" for top-heavy purposes in the defined benefit plan.	

RELIANCE ON OPINION LETTER

The adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under § 401 of the Internal Revenue Code except to the extent provided in Rev. Proc. 2017-41.

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

If the Employer who adopts or maintains multiple plans wishes to obtain reliance with respect to the requirements of § 415 and 416, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

The Employer may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to the Plan or in Rev. Proc. 2017-41.

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

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

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

The Provider will prepare two separate Adoption Agreements for the Employer's signature where such Employer is adopting both a Profit Sharing Plan and a Money Purchase Plan.

The adopting Employer must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatement of the Plan, a new Adoption Agreement must be completed.

SIGNATURES

Name of Employer:

Authorized Signature:

Date:

Print Name/Title of Signer:

PART 6: PLAN DEFAULTS FOR EZ-k 401(k) PROFIT-SHARING PLAN

1.	The Plan Year shall be the calendar year.
2.	The Limitation Year shall be the calendar year.
3.	The Valuation Date shall be the last day of the Plan Year and such other dates as may be directed by the Plan Administrator determined on a nondiscriminatory basis.
4.	Employees who have attained the age of 21 and have completed 1 Year of Service are eligible to participate in the Plan. However, these eligibility requirements shall be waived for employees employed on the effective date of the Plan.
5.	All Employees shall be eligible except the following: All Employees included in a unit of Employees covered by a collective bargaining agreement as described in Section 14.08 of the Plan; Employees who are nonresident aliens as described in Section 14.25 of the Plan; and Employees who become Employees as the result of a “§410(b)(6)(C) transaction”, as described in section 14.01 of the Plan.
6.	Service under the Plan shall be computed on the basis of actual hours for which an Employee is paid or entitled to payment. A Year of Service shall mean a 12-consecutive month period during which an Employee completes at least 1000 Hours of Service. A Break in Service shall mean a 12 -consecutive month period during which an Employee does not complete more than 500 Hours of Service. Once eligible, contributions will be allocated to the account of each Participant regardless of the number of hours of service completed in a Plan Year. The contribution is not dependent on the Participant being employed on the last day of the Plan Year.
7.	Entry Date for an eligible Employee who has completed the eligibility requirements will be the 1st day of the first month or the first day of the 7 th month of the Plan Year after the Employee satisfies the eligibility requirements.
8.	Employer Nonelective and Matching Contributions shall be made at the discretion of the Employer on a nondiscriminatory basis. Note: If a discretionary Matching Contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to allocate a Matching Contribution to Participants) and the Employer makes a discretionary Matching Contribution to the Plan, the Employer must provide the Plan Administrator (or Trustee, if applicable), written instructions describing (1) how the discretionary Matching Contribution formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the discretionary Matching Contribution formula applies, and (3) if applicable, a description of each business location or business classification subject to separate discretionary Matching Contribution allocation formulas. Such instructions must be provided no later than the date on which the discretionary Matching Contribution is made to the Plan. A summary of these instructions must be communicated to Participants who receive discretionary Matching Contributions. The summary must be communicated to Participants no later than 60 days following the date on which the discretionary Matching Contribution is made to the Plan.
9.	Rollover (excluding After-Tax Employee Contributions) and Transfer Contributions are permitted pursuant to Article IV of the Plan.
10.	Employee Nondeductible/After-Tax Contributions are permitted.
11.	Elective Deferrals are permitted up to the maximum permitted under section 402(g) of the Code. Each Participant shall have an effective opportunity to make or change and election to make Elective Deferrals (including Designated Roth Contributions) at least once each Plan Year.
12.	Catch-up Contributions are permitted.
13.	Safe Harbor 401(k) provisions do not apply. If applicable, Prior Year Testing shall apply pursuant to Section 15.05 of the Plan.
14.	Vesting for all contributions under the Plan shall be full and immediate.
15.	Compensation for any Participant shall be the 415 safe harbor definition as described in Section 14.39 of the Plan. Such Compensation includes such amounts that are actually paid to the Participant during the Plan Year and includes employer contributions made pursuant to a salary reduction agreement which are not includible in the gross income of the Employee under sections 125, 132(f)(4), 402(e)(3), 401(k), governmental 457(b), or 402(h)(1)(B) of the Code. Amounts received by an Employee pursuant to a nonqualified unfunded deferred compensation plan shall be considered Compensation in the year the amounts are actually received. Such amounts may be considered Compensation only to the extent includible in gross income.
16.	In-service distributions are available. Once an Employee has participated in the plan for 60 months, all employer contributions are available for withdrawal. Prior to the 60-month period, Employees may withdraw all employer contributions, which have been in the Plan for a period of 24 months or apply for a hardship distribution. In-Service distributions from all employer contributions are available upon the Participant's attainment of age 55. Elective Deferrals are available for distribution upon attainment of age 59 1/2 or due to financial hardship. Rollover account is available at any time. If In-Plan Roth Rollovers are permitted, all in-service distribution provision shall apply.
17.	A Participant may not elect benefits in the form of a life annuity. All other forms of benefit payments are available. Benefits are available to the Participant on such Participant's termination of employment or upon Disability.
18.	The Plan is designed to operate as if it were Top-Heavy at all times.
19.	The Normal Retirement Age under the Plan shall be age 55.
20.	The Required Beginning Date of a Participant with respect to a Plan is the April 1 of the calendar year following the calendar year in which the Participant attains age 70½, except that benefit distributions to a Participant (other than a 5-percent owner) with respect to benefits accrued after the later of the adoption or effective date of the amendment to the Plan must commence by the later of the April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or retires.
21.	Investments shall be determined pursuant to the separate Trust Agreement. The Trustee may develop any investment policy necessary.

PART 8: ADOPTION AGREEMENT ADDENDUMS

ADDENDUM A: RESTATEMENT EFFECTIVE DATES

NOTE: IF THIS PLAN IS NOT A RESTATEMENT OF ANY EXISTING PLAN, THIS ADDENDUM DOES NOT APPLY.

1. EZ-k 401(K) PLAN	
Provision	Effective Date
<input type="checkbox"/> (a) The eligibility requirements under Plan Defaults	
<input type="checkbox"/> (b) The Employer contribution provisions under Plan Defaults	
<input type="checkbox"/> (c) The Vesting Formula under Plan Defaults	
<input type="checkbox"/> (d) In-Service Distributions under Plan Defaults	
<input type="checkbox"/> (e) Definition of Required Beginning Date under Plan Defaults	
<input type="checkbox"/> (f) Amended to include <input type="checkbox"/> Traditional 401(k); <input type="checkbox"/> Designated Roth provisions	
<input type="checkbox"/> (g) Enter Provision and Item Number, if applicable:	
<input type="checkbox"/> (h) Enter Provision and Item Number, if applicable:	
<input type="checkbox"/> (i) Enter Provision and Item Number, if applicable:	
<input type="checkbox"/> (j) Enter Provision and Item Number, if applicable:	
<input type="checkbox"/> If this box is checked, the following protected benefits from another plan must be incorporated into the provisions of the Plan:	

2. RESERVED

Note: If a 411(d)(6) protected benefit in the Plan or a plan being merged into the Plan is not either (1) available as a provision through the Pre-Approved Plan or (2) the subject of a prior determination, advisory or opinion letter, the Employer cannot rely on the Pre-Approved Plan Provider's opinion letter for qualification with respect to such benefit. If a 411(d)(6) protected benefit in the Plan or a plan being merged into the Plan is not permitted in a pre-approved plan, as described in Section 6.03 of Revenue Procedure 2017-41, such provision must be discontinued no later than the date the Employer adopts this Pre-Approved Plan or, in the case of a merger, the merger date and shall apply only to the extent required under Code Section 411(d)(6).

ADDENDUM B: CONTROLLED GROUP SCHEDULE

Schedule of Affiliated Service Group Companies and Commonly Controlled Employers

The Employer that adopts this Plan includes all members of a controlled group of corporations (as defined in section 414(b) of the Code as modified by section 415(h)), all commonly controlled trades or businesses (as defined in section 414(c) as modified by section 415(h)) or affiliated service groups (as defined in section 414(m)) of which the adopting employer is a part, and any other entity required to be aggregated with the Employer pursuant to regulations under section 414(o) of the Code.

Failure to include in this Adoption Agreement all Employers under common control may violate the provisions of Internal Revenue Code section 410 and other sections of the IRC with respect to plan qualification.

Name of Adopting Employer

Address of Adopting Employer

The above-named Adopting Employer, together with the below-listed entities, is defined as a:

Controlled Group

Affiliated Service Group

List all "affiliated" employers with the above listed Employer.

	Name	Address	Employer ID #
1.			
2.			
3.			
4.			
5.			
6.			
7.			