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Regional Prototype Standardized
Money Purchase Pension Plan Adoption Agreement #02-004

Regional Prototype Standardized
Money Purchase Pension PLAN
ADOPTION AGREEMENT #02-004 F

The Employer referred to in Section I.B hereof, hereby adopts this Plan and Trust, a copy of which is attached hereto, as of the Effective Date specified herein, to provide retirement and pre-retirement benefits for its Employees.

Note to Employer: Failure to complete the Adoption Agreement properly may result in disqualification of the Plan.

I. Basic Information

I. A. Plan Information

1. a. This plan shall be known as the

[ ] b. This plan is a paired plan with Defined Contribution Plan 02 -

Note: If this Plan is integrated (as selected in I.A.1.(c) below), this plan may not be paired with another integrated plan.

[ ] c. This plan is:
[ ] (i) integrated.
[ ] (ii) non-integrated.

2. This Trust shall be known as the

3. This Plan is a:

[x] a. Newly Adopted Plan

[ ] b. An Amendment and restatement of the
Plan which was effective on

4. The Effective Date of this Plan is

5. The Restatement Effective Date of the Plan is

6. The Plan number shall be

7. The Plan Year shall be:

   [ ] a. the 12 consecutive month period ending on each

   [ ] b. initially the period commencing on and ending on

   on each

I. B. Information Relating to Plan Officials

1. The name of the Employer is

   a. Address
   ,

   b. Telephone No.

   c. Business Code No.

   d. Date Business Started

   e. Type of Entity: [ ] Corporation [ ] Partnership
   [ ] Sole Proprietorship [ ] S Corporation
   [ ] other

2. The following additional Employers adopt the Plan as Participating Employers:

   a.

   b.

   c.

   d.

   e.

   f.

   g.

   h.

   i.

   j.

3. Employer is a member of:

   [ ] Controlled Group [ ] Affiliated Service Group [ ] Not Applicable

4. Employer's Fiscal Year is 12 consecutive months ending:

5. Employer's I.D. No.: -

6. The Employer hereby designates the following Trustee(s):

   a.

   b.

   c.

   d.

   e.

   f.

   g.

   h.

   i.

   j.

7. The Employer hereby designates the following as Plan Administrator:

   [x] a. Employer

   [ ] b. Name:

   (If not completed, the Employer shall be designated)

   Address:
   ,

   Telephone No.:

8. The Employer hereby designates the following as the Retirement Committee, to act on behalf of the Plan Administrator (leave blank if no Retirement Committee is appointed):

   a.

   b.

   c.

   d.

   e.

II. Plan Definitions

II. A. Compensation

1.a. Compensation shall include the items specified in Section 2.18 of the Plan. However, if indicated below, for all purposes other than application of Code Section 415, compensation shall be determined without regard to adjustments in taxable wages due to the following salary reductions:

[ ] (i) under Code Section 401(k)

[ ] (ii) under Code Section 403(b)

[ ] (iii) under Code Section 125

2. Compensation shall mean all of each Participant's:

a. [ ] (i) W-2 Earnings, or

[ ] (ii) "415" Compensation

which is actually paid to the Participant during:

b. [ ] (i) the Plan Year.

[ ] (ii) the Employer's Fiscal Year ending with or within the Plan Year.

[ ] (iii) the Limitation year ending with or within the Plan Year.

[ ] (iv) the Calendar Year ending with or within the Plan Year.

3. For Plan purposes, maximum Compensation shall be:

[ ] a. $ (not to exceed maximum allowed under Code Section 401(a)(17), i.e. $200,000 in 1989 and adjusted by the Secretary of the Treasury for cost of living increases).

[ ] b. Maximum allowed under Section 401(a)(17).

4. For the first year of a new Participant, for the purpose of determining Employer Contributions to be made on behalf of such new Participant, Compensation shall include Compensation earned:

[ ] a. Only from the date of his entry into the Plan.

[ ] b. During the entire Plan Year in which he becomes a Participant.

II. B. Service Definitions

1. The Limitation Year of the Plan shall be:

[ ] a. Plan Year

[ ] b.

2. The Computation Period for vesting and breaks in service shall be:

   [ ] a. Plan Year

   [ ] b.
   (If no period is specified in either of the above two categories, the Plan Year shall be selected).

3. If this option is selected then Section 2.17 of the Plan is revised so that the Computation Period for eligibility purposes shall be successive anniversaries of the Employee's Employment Commencement Date. Furthermore, for eligibility purposes, a Year of Service is not completed until the end of each consecutive 12-month period without regard to when during the period the 1,000 Hours of Service are completed.

   [ ] This option is selected.

4. The Employer elects pursuant to Section 2.37 (f) of the Plan to count Hours of Service based on the following equivalencies:

   [ ] a. Actual hours of employment.

   [ ] b. Forty-five (45) hours for weekly pay period.

   [ ] c. Ninety (90) hours for each bi-weekly pay period.

   [ ] d. One hundred ninety (190) hours for each monthly pay period.

   [ ] e. On the basis of the elapsed time method. For vesting purposes where the total elapsed time includes fractions of a year, a full year credit will be given for:

   [ ] (i) weeks of elapsed time.

   [ ] (ii) months of service.

   [ ] (iii) not applicable.

   (If no option is selected actual hours of employment shall be counted).

5. The Anniversary Date shall be:
   (If not specified, the Anniversary Date shall be the last day of Plan Year.)

6. Service for vesting and eligibility purposes with the following predecessor Employers shall be:

   [ ] a. Excluded.

   [ ] b. Included from

   [ ] c. Included for such years a qualified retirement plan was maintained by such from

Name of predecessor Employer(s):

(i)

(ii)

(iii)

II. C. Retirement Dates

1. The Normal Retirement Date shall be:

   [ ] a. Age 65

   [ ] b. The later of Age 65 or the fifth anniversary of the Participant's initial Plan participation.

   [ ] c. The later of Age (less than 65) or the anniversary of the Participant's:

   [ ] i. initial Plan participation, or

   [ ] ii. employment date.

   In no case will the Normal Retirement Date be later than the later of age 65 or the fifth anniversary of the Participant's initial Plan participation. Initial Plan participation shall be the first day of the first Plan Year in which the Participant commenced participation in the Plan. (Example: NRD is age 57 or after 32 years of service if later, but not later than age 65 or 5 years of participation.)

2. The Early Retirement Date shall be:

   [ ] a. Years prior to Normal Retirement Date, but not prior to the Participant's Participant's original Entry Date.

   [ ] b. The later of: Age ; or the completion of:

   [ ] Years of Service;

   [ ] Years of Participation.

   [ ] c. Age .

   [ ] d. There shall be no Early Retirement Date.

3. Normal Retirement Date Rounding. A Participant shall become eligible to receive his normal retirement benefits on the:

   [ ] a. PLAN ANNIVERSARY NEAREST the attainment of his Normal Retirement Date.

   [ ] b. FIRST DAY OF THE MONTH FOLLOWING the attainment of his Normal Retirement Date.

   [ ] c. EXACT DATE the Participant actually attains his Normal Retirement Date (e.g. his 65th birthday or exactly 5 years from his employment).

[ ] d. PLAN ANNIVERSARY FOLLOWING the attainment of his Normal Retirement Date.

[ ] e. FIRST DAY OF THE MONTH COINCIDENT WITH OR FOLLOWING the attainment of his Normal Retirement Date.

III. Operative Plan Provisions

III. A. Eligibility

1. Classes of Employees eligible to participate shall be all employees of an Affiliated Employer with the following exclusions:

   [ ] a. Employees whose employment is covered by a collective bargaining agreement between the Employer and Employee representatives for which retirement benefits have been the subject of good faith bargaining. For this purpose, the term "Employee representatives" does not include any organization more than half of whose members are Employees who are owners, officers, or executives of the Employer.

   [ ] b. Non-Resident Aliens with no United States Income.

2. Employees shall be eligible to participate after attaining the following Age:

   [ ] a. (Not to exceed Age 21)

   [ ] b. No minimum age requirement.

3. Service Requirements shall be:

   [ ] a. Completion of Years of Service not to exceed two years.

   [ ] b. Completion of Months of employment, not to exceed twenty-four (24) months, regardless of number of hours worked and computed from the Employee's Employment Commencement Date.

   Note: If more than one (1) Year of Service is required, 100% immediate vesting is required.

4. Entry Date(s) shall be:

   [ ] a. SINGLE ENTRY FOLLOWING. The first day of the Plan Year following satisfaction of the requirements of Section III.A hereof (use only with six month service requirement and minimum age requirement cannot exceed 20-1/2).

   [ ] b. SINGLE ENTRY NEAREST. The first day of the Plan Year nearest satisfaction of the requirements of III.A hereof.

   [ ] c. SINGLE ENTRY RETROACTIVE. The first day of the Plan Year coincident with or preceding the date on which an Employee satisfies the requirements of Section III.A. hereof.

[ ] d. DUAL ENTRY. The first day of the Plan Year and the six (6) month anniversary thereof following the date on which an Employee satisfies the requirements of Section III.A. hereof.

[ ] e. MONTHLY ENTRY. The first day of each calendar month following the date on which an Employee satisfies the requirements of Section III.A. hereof.

[ ] f. QUARTERLY ENTRY. The first day of the Plan Year and the quarterly anniversaries thereof following the date on which an Employee satisfies the requirements of Section III.A. hereof.

5. Special Entry Rules (omit if inapplicable) - all persons who are:

[ ] a. Employees on shall commence participation hereunder on

[ ] b. Participants in the Plan on shall commence participation

(This provision will not be used to exclude Employee otherwise eligible to participate).

III. B. Contributions

1. Employer Contributions:

[ ] a. NON-INTEGRATED FORMULA.
For each Plan Year, the Employer will contribute an amount equal to (not to exceed 25%) of each eligible Participant's Compensation.

[ ] b. INTEGRATED FORMULA.
For each Plan Year, the Employer will contribute an amount equal to:

A Base Contribution of % (not less than 3%) of each eligible Participant's Compensation plus an Excess Allowance equal to a percentage of each eligible Participant's Excess Compensation.

Excess Compensation is the excess of total Compensation over the Integration Level. The Excess Allowance Percentage and the Integration Level are:

[ ] (i) Excess Allowance Percentage:
(not less than 3% and not greater than 5.7%)

Integration Level:

[ ] a. Taxable Wage Base pursuant to Section 3121(a)(1) of the Code as of the beginning of the Plan Year

[ ] b. greater of $10,000 or 20% of Taxable Wage Base

[ ] (ii) Excess Allowance Percentage: %
(not less than 3% and not greater than 5.4%)

Integration Level:

[ ] a. % of Taxable Wage Base
(must be greater than 80% and less than 100%)

[ ] b. One dollar ($1.00) above 80% of Taxable Wage Base

[ ] (iii) Excess Allowance Percentage:
(not less than 3% and not greater than 4.3%)

Integration Level: % of Taxable Wage Base
(not to exceed 80%)

Note: The Base Contribution Percentage must not be less than the Excess Allowance Percentage and the total contribution for each eligible Participant must not exceed 25% of his total Compensation.

[ ] c. PERCENT OF PAY ALLOCATED ON INTEGRATED BASIS: For any Plan Year, the Employer will contribute an amount equal to % (not to exceed 25%) of the aggregate Compensation of all eligible Participants to be allocated among said Participants in a manner set forth in Section III.C.2.

2. Employee Contributions:

a. Rollover Contributions:

[ ] (i) Shall be permitted.

[ ] (ii) Shall not be permitted.

b. Transfer Contributions from other tax-qualified plans:

[ ] (i) Shall be permitted.

[ ] (ii) Shall not be permitted.

III. C. Allocation of Employer Contributions

1. The following Participants are eligible to share in the allocation of Employer Contributions each year: (Check all that applies.)

[ ] a. All participants who completed 0 (not to exceed 501) hours of service or was employed on the last day of the Plan Year.

[ ] b. For the 1989 plan year only:

[ ] (i) All Participants who completed one thousand (1000) hours of service and who are employed on the last day of the Plan Year.

[ ] (ii) All Participants who completed one thousand (1000) hours of service.

[ ] c. All participants who:

[ ] (i) have died;

[ ] (ii) have retired after reaching their Normal Retirement Date;

[ ] (iii) became disabled during the Plan Year regardless of the number of hours worked.

2. Employer Contributions. In the event that Section III.B.1.c. of this Adoption Agreement is selected, Employer Contributions shall be allocated among the Participants specified in Section III.C.1 pursuant to the integrated procedure described in Section 6.2 of the Plan based on the following:

[ ] a. Fixed Excess Allowance Percentage

[ ] (i) Excess Allowance Percentage:
(not less than 3% and not greater than 5.7%)

The integration level is:

[ ] (a) Taxable Wage Base (TWB) pursuant to Section 3121(a)(1) of the Code as of the beginning of the Plan Year

[ ] (b) greater of $10,000 or 20% of Taxable Wage Base

[ ] (ii) Excess Allowance Percentage:
(not less than 3% and not greater than 5.4%)

The integration level is:

[ ] (a) % of Taxable Wage Base
(greater than 80% and less than 100%)

[ ] (b) One dollar ($1.00) above 80% of Taxable Wage Base

[ ] (iii) Excess Allowance Percentage:
(not less than 3% and not greater than 4.3%)

Integration Level: % of Taxable Wage Base
(not to exceed 80%)

OR:

[ ] b. Floating Excess Allowance Percentage

Excess Allowance Percentage equals one of the three percentages depending on the ratio of the integration level amount to the Taxable Wage Base as of the beginning of the plan year.

When integration level as a % of the TWB is	Excess Allow. Percentage
100%	5.7%
greater than 80% and less than 100%	5.4%
greater than 20% but not greater than 80%	4.3%
less than or equal to 20% (or $10,000 if greater)	5.7%

Integration Level: $ (not to exceed the Taxable Wage Base as of beginning of Plan Year e.g. $48,000 in 1989 and $51,300 in 1990).

3. Forfeitures shall be allocated in the following manner:

   [ ] a. To reduce Employer Contributions.

   [ ] b. In proportion that the Compensation of each Participant specified in Section III.C. bears to the total Compensation of all Participants specified in Section III.C.1.

4. Valuation Date

   [ ] a. For Allocation of Gains and Losses:

   [ ] Monthly [ ] Quarterly [ ] Semi-Annually [ ] Annually

   [ ] b. For the purpose of determining whether the plan is Top-Heavy:

   [ ] (i) last day of the Plan Year

   [ ] (ii)

5. In the event the Employer maintains a defined benefit pension plan, the following shall apply with respect to Code Section 415 and shall supercede any contrary provisions of the Plan or this Adoption Agreement:

   [ ] a. Contributions hereunder shall be reduced to the extent necessary to prevent violation of Code Section 415.

   [ ] b. Benefits under such other defined benefit plan shall be restricted to the extent necessary to prevent a violation of Code Section 415.

   [ ] c. The following language shall apply:

6. In the event the Employer also maintains a defined benefit pension plan, the following interest rate and mortality assumptions shall be used to compute the top-heavy ratio:

	Before Retirement	After Retirement
Interest Rate:		
Mortality Table:	[ ] none	The following table:
	[ ] same as table used after retirement	

7. In the event the Employer maintains a defined benefit pension plan the following shall apply with respect to Code Section 416 and shall supercede any contrary provisions of the Plan or this Adoption Agreement:

   [ ] a. Top heavy minimum contributions shall be made under this Plan.

   [ ] b. Top heavy minimum accruals shall be made under such other defined benefit plan maintained by the employer.

   [ ] c.

8. Minimum Contribution under Top-Heavy Plan. Pursuant to Section 11.4 of the Plan, key employees shall be:

   [ ] a. excluded from the top heavy minimum

   [ ] b. included for the top heavy minimum

III. D. Investment of Accounts

1. Separate Investment Funds

   [ ] a. Shall not be permitted.

   [ ] b. Shall be permitted.

2. A Self Directed Fund

   [ ] a. Shall not be permitted.

   [ ] b. Shall be permitted.

3. In the event a Self Directed Fund is available the following restrictions shall apply:

[ ] a. None.

[ ] b. A minimum investment of $ 0.00 shall be required.

[ ] c. Other restrictions required by the Committee and applied uniformly shall be:

4.a. In the event separate investment funds are permitted hereunder, Participants shall be permitted to change allocations among investment funds at the following intervals:

	New Contributions	Existing Accounts	
(i)	[ ]	[ ]	daily
(ii)	[ ]	[ ]	the first day of each payroll period.
(iii)	[ ]	[ ]	the first day of each month.
(iv)	[ ]	[ ]	the first day of (fill in month) and each quarterly anniversary thereof.
(v)	[ ]	[ ]	the first day of (fill in month) and the six (6) month anniversary thereof.

b. For Existing Accounts, transfers will be based upon the value of their accounts at the close of business:

[ ] a. on the previous day which shall be a Valuation Date for the purposes of the Plan.

[ ] b. on the most recent Valuation Date hereunder.

5. In the event separate investment funds are permitted hereunder, Participants may allocate their account between investment funds as follows:

[ ] a. In increments of 10%.

[ ] b. In increments of 25%.

[ ] c. In increments of 1%.

[ ] d. In increments of %.

[ ] e. In increments of any amount chosen by the Participant.

III. E. Vesting Provisions for Employer Contributions:

1. Benefits under the Plan shall vest according to the following schedule:

a. [ ] 100% immediate vesting

b. [ ] Seven-Year Graded Vesting

Completed Years of Service	Percentage Vested
less than three (3)	0%
three (3) but less than four (4)	20%
four (4) but less than five (5)	40%
five (5) but less than six (6)	60%
six (6) but less than seven (7)	80%
after seven (7) years	100%

c. [ ] Two-Twenty Vesting

Completed Years of Service	Percentage Vested
less than two (2)	0%
two (2) but less than three (3)	20%
three (3) but less than four (4)	40%
four (4) but less than five (5)	60%
five (5) but less than six (6)	80%
after six (6) years	100%

d. [ ] Roll Your Own Vesting

Completed Years of Service	Percentage* Vested
less than one (1)	....
one (1) but less than two (2)	....
two (2) but less than three (3)	....
three (3) but less than four (4)	....
four (4) but less than five (5)	....
five (5) but less than six (6)	....
six (6) but less than seven (7)	....
after seven (7) years	100%

* must be at least as rapid as each year in the Seven-year graded schedule as in III.E.1.b.

e. [ ] Five-Year Vesting

Completed Years of Service	Percentage Vested
less than one (1)	....
one (1) but less than two (2)	....
two (2) but less than three (3)	....
three (3) but less than four (4)	....
four (4) but less than five (5)	....
after five (5) years	100%

2. In years in which the Plan is a Top Heavy Plan, benefits shall vest according to the following schedule (unless the Employer has already elected a faster vesting schedule):
   [ ] a. 100% vesting after ______ (not to exceed 3) years of service.

3. Years of Service to be excluded for vesting purposes (leave blank if no exclusions for vesting purposes):

   [ ] a. Years of Service prior to age eighteen (18).

   [ ] b. Years of Service prior to the Effective Date of the Plan or a predecessor Plan.

   [ ] c. Years of Service after five (5) or more consecutive one-year Breaks-in-Service (which exceeds the Participant's aggregate years of service) in calculating vesting before such Break in Service where such Participant had no non-forfeitable interest in his Account at the time of separation from Service.

   NOTE: If this is a plan of a predecessor employer, service must include service with such predecessor employer.

III. F. Benefits may be paid in the following forms:

[ ] 1. Installments not to exceed:

   [ ] a. five (5) years.

   [ ] b. ten (10) years.

   [ ] c. twenty (20) years.

   [ ] d. life expectancy of the Participant and/or designated beneficiary.

[ ] 2. A lump sum payment

[ ] 3. An annuity for the life of the Participant.

[ ] 4. An annuity for the life of the Participant with a term certain guarantee.

[ ] 5. An annuity for the life of the Participant with survivorship payments, i.e.:

   [ ] a. Joint & 100% survivor annuity

   [ ] b. Joint & 75% survivor annuity

   [ ] c. Joint & 50% survivor annuity

   [ ] d. Joint & 66-2/3% survivor annuity

   Note: If 3, 4, or 5 is selected, the Plan will be subject to the Joint & Survivor Annuity rules.

III. G. Life Insurance

1. Life insurance shall be purchased in the following amounts:

   [ ] a. None.

   [ ] b. (not to exceed 49.9% if whole life and 25% if a term or universal life) of the annual Employer Contribution hereunder.

   [ ] c. In an amount selected by the Participant.

2. The following Participants shall be eligible to receive life insurance, in the event Section III.G.1.b. has been selected:

   [ ] a. Participants who have completed;

      [ ] (i) Years of Service.

      [ ] (ii) Years of Participation.

   [ ] b. Participants who have attained Age , but who have not attained Age

   [ ] c. All Participants.

3. Insurance purchased hereunder shall contain the following additional features:

   a. Type:

      [ ] (i) Term or universal life

      [ ] (ii) Whole Life

   b. Minimum insurance adjustment.
      The minimum increase or decrease in insurance face amount that will be recognized shall be $ (not more than $1,000).

   c. Maximum insurance amount.
      The total amount of insurance for any participant shall not exceed $

   d. Waiver of Premium.

      [ ] If checked, waiver of premium will be included.

   e. Insurance purchase date

      [ ] If checked, all new insurance will be issued as of (date).

   f. Freeze on new insurance.

      [ ] If checked, no new insurance is purchased for a Participant who is within years (not to exceed 10) of his normal retirement date.

g. Treatment of insurance on late retirement. The insurance of a Participant who is beyond his normal retirement date shall be:

[ ] (i) placed on a paid up basis.

[ ] (ii) surrendered.

[ ] (iii) continued on a premium paying basis.

III. H. Timing of Distributions

Subject to the requirements of Article XII of the Plan, distribution commencement date to terminated Participants will depend on the amount of his vested account balance. The cut-off amount for vested account balance shall be $

1. For amounts less than or equal to the specified cut-off amount above, distributions to terminated Participants shall commence:

   [ ] a. As soon as practicable after the Participant's termination of employment.

   [ ] b. After the Participant has incurred a (not to exceed 5) year Breaks-in-Service.

   [ ] c. After the month anniversary of the date on which the Participant terminated employment.

   [ ] d. As soon as practicable following the end of the Plan Year in which the Participant terminated employment.

   [ ] e. Within days (not to exceed 75) following the end of the Plan Year in which the Participant terminated.

   [ ] f. Within days (not to exceed 75) after the valuation date immediately following the Participant's termination of employment.

   [ ] g. After the Participant has reached his Normal Retirement Date.

   [ ] h. After the Participant has reached Early Retirement Date.

2. For amounts greater than the specified cut-off amount, distributions to terminated Participants shall commence on:

   [ ] a. As soon as practicable after the Participant's termination of employment.

   [ ] b. After the Participant has incurred a (not to exceed 5) year Breaks-in-Service.

   [ ] c. After the month anniversary of the date on which the Participant terminated employment.

   [ ] d. As soon as practicable following the end of the Plan Year in which the Participant terminated employment.

[ ] e. Within   days (not to exceed 75) following the end of the Plan Year in which the Participant terminated.

[ ] f. Within   days (not to exceed 75) after the valuation date immediately following the Participant's termination of employment.

[ ] g. After the Participant has reached his Normal Retirement Date.

[ ] h. After the Participant has reached Early Retirement Date.

3. Distribution on behalf of Participants who have died or become disabled shall:

[ ] a. Become payable immediately.

[ ] b. Become payable in the same manner as applied to terminated employees.

III. I. Timing of Forfeiture Allocations.

After a distribution or deemed distribution, Forfeitures shall be reallocated:

[ ] 1. not applicable. (All employer contributions are fully vested or are used to reduce contributions)

[ ] 2. immediately as of the last day of each Plan year.

[ ] 3. as of the last day of the Plan Year following consecutive one year Breaks-in-Service.

IV. Miscellaneous Provisions.

IV. A. Transfers (and rollovers) from Qualified Plans:

[ ] 1. Shall be permitted.

[ ] 2. Shall NOT be permitted.

IV. B. Life Expectancies for minimum distributions required pursuant to Code Section 401(a)(9) shall:

[ ] 1. NOT be recalculated.

[ ] 2. be recalculated.

[ ] 3. be recalculated at the Participant's election. (If no election has been made by the time distributions must commence, then the Life Expectancies shall not be recalculated.)

IV. C. Loans to Participants.

[ ] 1. Shall not be permitted.

2. [ ] a. Shall be permitted up to the maximum specified in Section 13.3(d)(iv) of the Plan.

[ ] b. Shall be permitted up to the following limit:

For a participant with a vested Account balance

[ ] (i) in excess of $20,000, up to % (not to exceed 50%) of his vested balance, and

[ ] (ii) of $20,000 or less, up to % (not to exceed 100%) of his vested balance.

Note: A Participant with a vested balance in excess of $20,000 may NOT have an outstanding loan of more than $50,000 while a Participant with a vested balance of $20,000 or less may NOT have an outstanding loan of more than $10,000.

3. As long as his total outstanding loan will not exceed the limits specified in Section IV.C.2.a and b. above, the minimum loan a Participant may apply for is $ (not to exceed $1,000).

4. The loan interest rate shall be modified to reflect the current economic conditions:

[ ] a. every quarter.

[ ] b. every month.

[ ] c. every time a new loan is granted.

5. Loan repayments will be made:

[ ] a. every quarter.

[ ] b. every month.

[ ] c. every pay period through salary reduction.

IV. D. Maximum Compensation Limit with Aggregation (IRC 414(q)).

When the $200,000 maximum compensation under Code Section 401(a)(17) applies and the compensation of any Participant is aggregated with the other Participating members (per Code Section 414(q)), the aggregate contribution shall be allocated among the participating individual family member(s) based on each Participant's compensation regardless of the $200,000 limit.

IV. E. Controlling State Law:

The laws of the state of shall control this plan, except as preempted by Federal law.

V. Adoption

A. An Employer who has ever maintained or who later adopts any plan, other than paired Plan 02- , (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(1)(2) of the Code in addition to this Plan) may not rely on the notification letter issued by the National or District Office of the Internal Revenue Service as evidence that this Plan is qualified under section 401 of the Internal Revenue Code. In addition, the employer may not rely on the notification letter issued by the National or District Office of the Internal Revenue Service as evidence that the Plan is qualified under Section 401 of the Code if the employer employs a leased employee who receives or has ever received contributions, forfeitures, or benefits under a plan maintained or ever maintained by a leasing organization, other than a safe-harbor money purchase plan described in section 414(n)(5) of the Code, that are attributable to services performed for the employer. If the employer who adopts or maintains multiple plans or who may not rely on this notification letter pursuant to the preceding sentence wishes to obtain reliance that his or her plan(s) is/are qualified, application for a determination letter should be made to the appropriate Key District Director of Internal Revenue.

B. The Employer after consultation with his attorney hereby adopts this Plan and Trust by its execution of this Adoption Agreement and agrees to be bound by its terms. The Employer agrees to the adoption of the Plan by the Participating Employers set forth in Section I.B.2. hereof.

IN WITNESS WHEREOF, the parties have set their hands this 0th day of
, 19 ____, 19____.

Signed for the Employer By: ____

Signature: ____, Title: _______________________________

a. Trustee's Signature: ____

b. Trustee's Signature: ____

c. Trustee's Signature: ____

d. Trustee's Signature: ____

e. Trustee's Signature: ____

f. Trustee's Signature: ____

g. Trustee's Signature: ____

h. Trustee's Signature: ____

i. Trustee's Signature: ____

j. Trustee's Signature: ____

Participating Employer(s):

a. Signature: ____, Title: _______________________________

b. Signature: ____, Title: _______________________________

c. Signature: ____, Title: _______________________________

d. Signature: ____, Title: _______________________________

e. Signature: ____, Title: _______________________________

f. Signature: ____, Title: _______________________________

g. Signature: ____, Title: _______________________________

h. Signature: ____, Title: _______________________________

i. Signature: ____, Title: _______________________________

j. Signature: ____, Title: _______________________________

This Adoption Agreement may only be used in conjunction with the Money Purchase/ Profit Sharing Basic Plan Document #02.

This plan is a Regional Prototype sponsored by:

COLEMAN CONSULTING CORPORATION
ONE PENN PLAZA
NEW YORK, NY 10119-

Use of this Prototype is subject to the Sponsor's approval who will notify the Employer of any amendments or the termination of this Plan. The Employer agrees to notify the Sponsor of any change in address.

Sponsor hereby approves Employer's use of this Regional Prototype.

Signed for the Sponsor By

Signature: ____, Title:

Date: