



Adoption Agreement for the SIMPLE IRA

The undersigned Employer hereby establishes a SIMPLE IRA Plan ("Plan") for the exclusive benefit of eligible Employees. The terms of the Plan are set forth in this Adoption Agreement and the accompanying Plan document which is adopted and incorporated herein by reference.

1. Employer Information

Name _____

Address _____

City _____

State _____

Zip _____

Tax ID Number _____

Telephone _____

Form of Business

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Government Entity |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> S Corporation |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Other: _____ | |

2. Effective Dates

- This is a new Plan effective as of _____.
- This is an amended and restated Plan. The Effective Date of the original Plan was _____.
The Effective Date of the amended and restated Plan is _____.

3. Eligibility Requirements

An Eligible Employee is an Employee who meets the following requirements [select (a) or (b) and complete applicable blanks].

- (a) Full eligibility. All Employees are eligible.
- (b) Limited eligibility. Eligibility is limited to Employees who are described in both (i) and (ii) below.
- (i) Prior year Compensation. An Employee who has received at least \$5,000, or \$_____, if lesser, in Compensation during any 2, or _____ (insert 0 or 1), if less, preceding calendar years (need not be consecutive); and
- (ii) Current year Compensation. An Employee who is reasonably expected to receive at least \$5,000, or \$_____, if lesser, in Compensation during the current year.

The following Employees are not Eligible Employees:

- Employees who are covered under a collective bargaining agreement if retirement benefits were the subject of good faith bargaining.

NOTE: THE ABOVE BOX IS DEEMED CHECKED IF THE SPECIAL RULE FOR THE ONE-PLAN REQUIREMENT IN SECTION 2.1 OF THE PLAN DOCUMENT APPLIES.

- Employees who are nonresident aliens and who receive no earned income from the Employer that constitutes income from sources within the United States.

If the Employer has been involved in an acquisition or similar transaction, by checking the box below, the following Employees are not Eligible Employees, but only for the calendar year of the transaction and the following calendar year (the following 2 calendar years, if permitted by Code §408 (p)).



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4. Employee Contributions

Catch-up Contributions. Employees shall be permitted to make Catch-up Contributions after _____ (enter December 31, 2001 or a later date).

5. Deferral Elections

In addition to the 60-day period preceding the first day of the Plan Year, an Employee may make or amend his or her Salary Deferral Agreement:

- | | |
|---|--|
| <input type="checkbox"/> Not Applicable | <input type="checkbox"/> Monthly |
| <input type="checkbox"/> Daily | <input type="checkbox"/> Bi-Monthly |
| <input type="checkbox"/> Weekly | <input type="checkbox"/> Quarterly |
| <input type="checkbox"/> Bi-Weekly | <input type="checkbox"/> Semi-Annually |
| <input type="checkbox"/> Semi-Monthly | <input type="checkbox"/> Annually |

6. Termination of Agreement

An Employee who terminates his or her Salary Deferral Agreement during the year may may not enter into a new Salary Deferral Agreement as provided at 5 above.

7. Designated Financial Institution

- The Employer will designate the financial institution at which SIMPLE IRAs will be established to receive contributions for Eligible Employees. A Designated Financial Institution is a trustee, custodian or insurance company that receives all contributions made pursuant to this SIMPLE IRA Plan and deposits those contributions to the SIMPLE IRAs of each Eligible Employee.
- Each Employee may select their own financial institution at which their SIMPLE IRA will be established.

8. Signatures

Due to the significant tax ramifications of adopting this Plan, the Sponsor recommends that you consult with your attorney or tax advisor prior to executing this Adoption Agreement.

(a). This Adoption Agreement and the corresponding provisions of the Plan were adopted by the Employer this _____ day of _____, _____.

Executed for the Employer by:

Name: _____ Title: _____

Signature: _____

(b). This Adoption Agreement was accepted by the Sponsor on the _____ day of _____, _____.

Accepted by the Sponsor:

Name: _____ Title: _____

Signature: _____

(c). This Adoption Agreement was accepted by the Trustee/Custodian on the _____ day of _____, _____.

Accepted by the Trustee/Custodian:

Name: _____ Title: _____

Signature: _____