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SIMPLIFIED EMPLOYEE PENSION (SEP) ADOPTION AGREEMENT

1 EMPLOYER INFORMATION

Employer Name

Business Address

City, State, ZIP

( ) Telephone Number ( ) Fax Number Employer Identification Number

Business Type: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Other _____

The Plan's name will be _____ Simplified Employee Pension Plan.

The Plan Year and the limitation year shall be the twelve consecutive month period: ☐ January 1 to December 31 ☐ The Employer's taxable year

The Employer's taxable year begins _____ (month/day)

Effective date: The Plan shall be in effect as of _____ , 20 _____

2 PARTICIPATION REQUIREMENTS

The plan shall cover each Employee (including all Employees of controlled groups as described in Code Section 414(b), groups under common control as described in Code Section 414(c) and affiliated service groups as described in Code Section 414(m), and all leased Employees who are not Employees of the Employer but are required to be treated as Employees of the Employer under Code Section 414(n), and all Employees required to be aggregated under Code Section 414(o) who:

A. has attained age _____ (not to exceed 21), and

B. has performed services for the Employer during at least _____ (shall not exceed 3) of the immediately preceding 5 years, and

C. has received at least $ _____ (shall not exceed $550 for 2009 and $550 for 2010 or such larger amount pursuant to Code Section 408(k)(8)) of Compensation from the Employer during the year.

For the purposes of determining which Employees are eligible to participate, the following Employees are excluded:

Nonresident alien Employees who have received no earned income from the Employer which constitutes earned income from sources within the United States, and

Employees covered by the terms of a collective bargaining agreement between employee representatives and the Employer under which retirement benefits were the subject of good faith bargaining unless such agreement provides that such Employees are to be included in the Plan.

For purposes of determining which employees are eligible to participate, the following shall apply regarding recognition of service with a predecessor employer (an employer that previously employed the employee(s) acquired by the current employer via an acquisition i.e. company merger, stock acquisition or other similar transaction):

☐ Years of service with a predecessor employer shall be recognized.

☐ Years of service with a predecessor employer shall not be recognized.

☐ Not applicable.

3 CONTRIBUTIONS

Non-elective Employer Contribution allocation formula — Each Employee who satisfies the eligibility requirements of Section 2.1 will share an allocation as determined below. The Employer's Contribution shall not exceed the lesser of 25% of the Employee's compensation or $49,000 for 2009 and $49,000 for 2010, as adjusted under Code Section 415(d). For purposes of the 25% limitation described in the preceding sentence, an Employee's Compensation does not include any elective deferral described in Code Section 402(g)(3) or any amount that is contributed by the Employer at the election of the Employee and is not includable in the gross income of the Employee under Code Sections 125, 132(f)(4) or 457.

☐ DISCRETIONARY FORMULA. The Employer's Contribution for each year shall be allocated to the IRA of each eligible Employee in the same portion as such Employee's Compensation bears to all eligible Employees' Compensation for that year.

☐ INTEGRATED FORMULA. An amount equal to a percentage of the person's annual pay up to the Integration Level plus a percentage (equal to 2 times the first percentage) of the Participant's annual pay over the Integration Level. The first percentage shall be the Maximum Integration Rate, unless otherwise specified below.

_____ % (If this percentage exceeds the Maximum Integration Rate, the Maximum Integration rate shall apply.)

If Contributions are not great enough to provide this allocation, the percentage above shall be proportionately reduced. If Contributions are more than enough to provide the allocation above, any amount remaining shall be allocated in the same manner as provided in the Discretionary Formula above.

The Integration Level is the Social Security Taxable Wage Base as in effect on the latest yearly date, unless lesser amount is otherwise specified below.

_____ % of such Social Security Taxable Wage Base (not to exceed 100).

4 ADOPTION

This Plan may not be used by any Employer who (a) has maintained in the past a defined benefit plan, even if now terminated or (b) has any Eligible Employees for whom IRAs have not been established. If, subsequent to adopting this plan, any defined benefit plan of the Employer terminates, the Employer will no longer participate in this prototype plan and will be considered to have an individually designed plan.

The undersigned Employer by signing this Adoption Agreement adopts this Simplified Employee Pension Plan for the exclusive benefit of its Employees who are eligible to participate. It is intended that this plan qualify under Code Section 408(k). When the employer signs this Adoption Agreement, it incorporates by reference the provisions of the Master Plan and expressly agrees to be bound by its provisions. The undersigned Employer also expressly acknowledges that its failure to properly fill out this Adoption Agreement may result in disqualification of the plan. The sponsoring organization recommends that the Employer receive advice from its legal and/or tax advisor regarding completion of this Adoption Agreement before execution. The Employer's completion of this Adoption Agreement has tax and non-tax legal consequences for which the Employer assumes full responsibility. This agreement must be used with an Internal Revenue Service model IRA or a Service approved Master or Prototype IRA.

The sponsoring organization expressly agrees to inform the Employer of any amendments which it makes to the prototype plan(s). It also agrees to notify the Employer if it ever elects to discontinue or abandon its sponsorship of the prototype plan. The address of Principal Life Insurance Company is 711 High Street, Des Moines, IA 50392.

This Adoption Agreement is signed this _____ day of, 20 _____

_____
Name of Employer

_____
Authorized Signature of Employer