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The Entrust Group

Employer Sponsored Plan Account Agreement (ESPAA)

I ______________________________________ as the Individual representing ______________________________________ (name of employer) am establishing an Individual 401(k) account. I understand the terms of the agreement, the responsibilities defined in all the documents and disclosures I have received and I acknowledge receipt of all the information as follows.

I have selected The Entrust Group as record keeper for my plan to perform record-keeping under this agreement.

The Entrust Group Roles and Responsibilities

The Entrust Group will provide the following:
(1) Adoption Agreement (AA) – Employer Plan Establishment Form.
(2) QP Defined Contribution Basic Plan Document (BPD) – The rules of how the plan must be maintained.
(3) Amendments as required by regulatory agencies.
(4) IRS Opinion letter – Internal Revenue Service letter on approval of the language of the BPD and AA.
(5) Statements regarding the status of the account.
(6) Fee disclosure.
(7) Account Application – The application allowing Entrust to establish an investment and record-keeping account with Entrust

Employer Roles and Responsibilities

The Employer responsibilities with respect to administration of the plan will be:
(1) The Employer shall be the Trustee of the Plan.
(2) The Employer shall appoint a Plan Administrator to administer the Plan. In absence of such an appointment, the Employer shall serve as Plan Administrator. The Employer may remove and reappoint a Plan Administrator from time to time.
(3) The Employer may in its discretion appoint an Investment Manager to manage all or a designated portion of the assets of the Plan. In such event, the Trustee shall follow the directive of the Investment Manager in investing the assets of the Plan managed by the Investment Manager.
(4) The Employer shall, formally or informally, review the performance from time to time of person appointed by it or to which duties have been delegated by it, such as the Trustee, and Plan Administrator.
(5) The Employer shall supply the Plan Administrator in a timely manner with all information necessary for it to fulfill its responsibilities under the Plan. The Plan Record Keeper may rely upon such information and shall have no duty to verify it.

Roles and Responsibilities of Plan Administrator

The Plan Administrator shall administer the Plan according to its terms for the exclusive benefit of Participants, former Participants, and their Beneficiaries.
(1) The Plan Administrator's responsibilities shall include but not be limited to the following:
- (i) Determining all questions relating to the eligibility of Employees to participate or remain Participants hereunder.
- (ii) Computing, certifying and directing the Trustee with respect to the amount and form of benefits to which a Participant may be entitled hereunder.
- (iii) Authorizing and directing the Trustee with respect to disbursements from the Trust Fund.
- (iv) Maintaining all necessary records for administration of the Plan.
- (v) Interpreting the provisions of the Plan and preparing and publishing rules and regulations for the Plan which are not inconsistent with its terms and provisions.
- (vi) Complying with any reporting, disclosure and notice requirements of the Code and ERISA.
  - (1) Including, if required, the filing of the IRS Form 5500 + 1099R
  - (2) Including, if required, plan compliance testing and reporting
  - (3) Including, if required, any withholding and tax reporting with the IRS

(2) In order to fulfill its responsibilities, the Plan Administrator shall have all powers necessary or appropriate to accomplish his duties under the Plan, including the power to determine all questions arising in connection with the administration, interpretation and application of the Plan. Any such determination shall be conclusive and binding upon all persons. However, all discretionary acts, interpretations and constructions shall be done in a nondiscriminatory manner based upon uniform principles consistently applied. No action shall be taken which would be inconsistent with the intent that the Plan remain qualified under section 401 (a) of the Code. The Plan Administrator is specifically authorized to employ or retain suitable employees, agents, and counsel as may be necessary or advisable to fulfill its responsibilities hereunder, and to pay their reasonable compensation, which shall be reimbursed from the Trust Fund if not paid by the Employer within thirty days after the Plan Administrator advises the Employer of the amount owed.

(3) The Plan Administrator shall serve as the designated agent for legal process under the Plan.

(4) Ensure asset vesting shall be in the name of ____ FBO ____
(Trustee Name and Retirement Plan Name) *(Plan Participant)*

NAME OF PLAN ADMINISTRATOR AS NAMED IN ITEM 7 OF THE PLAN ADOPTION AGREEMENT	
SIGNATURE OF PLAN ADMINISTRATOR	**DATE**
SIGNATURE OF ENTRUST REPRESENTATIVE	**DATE**