

INSTRUCTIONS

Defined Benefit Plan – Quick Adoption

The following four documents must be completed, signed and dated by the client by December 31, 2005:

1. Plan Set Up Questionnaire Complete each item of the Questionnaire, then sign and date where indicated below Item 20. Most items are self-explanatory; however, please pay particular attention to the following items:

Items 3 and 4 – If your business entity type is an LLC, please list how the LLC is taxed: as a sole proprietorship, partnership, C-corporation or S-corporation. If your business entity type has changed, for example, a sole proprietorship existed before the current corporation, please enter the earliest date on which you started this business and explain under Item 20.

Item 14 – If you currently maintain a SEP or defined contribution plan, any contributions already deposited for 2005 may not be deductible. Please refer to your legal/tax advisor.

Item 15 – If your business is a member of a controlled group or affiliated service group, all employees of the group must be covered under the plan. Please refer to your legal/tax advisor to determine if a controlled group or affiliated service group exists.

Item 17 – See the last page of the Questionnaire for general information about compensation. It is important to list compensation history because plan benefits and contributions are based on average compensation over a three year period. For S-corporations, only W-2 income is used for purposes of determining benefits; do not include Schedule K-1 distributions.

Please retain a copy of the Questionnaire for your files.

2. Adoption Agreement (2 pages) The adoption agreement is pre-filled except for two items: Name of Employer and Employer Identification Number (EIN). Please complete these two items, then sign and date as both Trustee and Employer on page 2.

If you are a sole proprietor, the IRS requires that you have an EIN for defined benefit plan reporting purposes. You can obtain an EIN online at www.irs.gov or refer to your CPA.

The pre-filled adoption agreement is utilized solely for the purpose of establishing a plan by December 31, 2005. Based upon information provided in the Plan Set Up Questionnaire and your desired contribution amount, EMJAY will amend the adoption agreement to meet your specific goals. One or more phone call discussions are often part of the amendment process. You should expect to receive an amended adoption agreement within 60 days after the end of the year.

Please retain a copy of the completed Adoption Agreement for your files.

3. Corporate Resolution or Adopting Resolution (1 page) Choose the appropriate resolution depending on business entity type. For C-corporations and S-corporations, use the Corporate Resolution. For other entity types, use the Adopting Resolution. Enter the Employer Name at the top, then sign and date at the bottom.

Please retain a copy of the completed Resolution for your files.

4. Plan Services and Fee Agreement (5 pages and Schedules A, B, C) On page 1 of the Agreement, please complete all blank lines. In the top section of the Agreement, enter the date and the name of the employer. In the middle section, enter the name of the employer and the plan name. In the bottom section, enter the name of the employer, sign your name, print your name and print your title.

Please retain a copy of the Plan Services and Fee Agreement for your files.

Mail the completed originals of the Plan Set Up Questionnaire, Adoption Agreement, Corporate or Adopting Resolution, Plan Services and Fee Agreement, and a check for the setup fee to EMJAY.

EMJAY Retirement Plan Services, Inc.
Attn: Small Business Defined Benefit
5001 North Lydell Avenue
Milwaukee, WI 53217



Small Business Pension Program Plan Set Up Questionnaire

The following information is required to complete the establishment of your *Small Business Pension Program*SM. All answers will be kept strictly confidential. Administration of your *Small Business Pension Program* is provided by EMJAY Retirement Plan Services, Inc., a professional retirement plan administration firm.

The questionnaire must be completed and signed by the employer with the assistance of your Financial Advisor or a representative at EMJAY Retirement Plan Services, Inc.

Please call EMJAY Retirement Plan Services, Inc. at 1-866-269-2573 with any questions.

Employer Information

1. Legal Name of Employer:

DBA Name (if applicable): _____

Owner(s) Name: _____

Owner(s) Email Address: _____

Mailing Address of Employer: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

2. Employer ID#: _____

3. Entity Type:

C-corp; S-corp; Partnership; Sole Proprietor; LLC; Other: _____

4. Employer's Fiscal Year End: _____

Date of Incorporation or Date Business Began: _____

If business entity type has changed, please explain under Notes (Item 20).

5. Principal Business Activity: _____

Six Digit Business Code: _____

6. Enter estimated contribution you wish to make: \$ _____

All contribution amounts are ESTIMATES ONLY until your final year-end data is received and the contribution is approved by the actuary at EMJAY Retirement Plan Services, Inc.

7. Contact Person (if other than the owner):

Name:

Company:

Mailing Address:

Phone:

Email:

Fax:

8. Financial Advisor:

Name:

Branch Code:

Mailing Address:

Phone:

Email:

Fax:

9. Accountant:

Name:

Company:

Mailing Address:

Phone:

Email:

Fax:

Plan Information

10. Effective Date of Plan: (usually the first day of the current fiscal year): _____

11. Trustee(s) (usually the owner): _____

12. Eligibility Requirements:

Union employees and nonresident aliens earning no U.S. income are not eligible to participate in the plan. Eligible employees will enter the plan on the semi-annual date after completing the following requirements:

Age Requirement:

- Age 21
- Other (not greater than age 21): _____

Service Requirement:

- None (allows part-time employees to enter the plan)
- 1 Year of Service
- 2 Years of Service (requires 100% vesting)

13. Vesting Schedule for Employer Contributions: (check one)

	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Year	100% Immediate Vesting	6 Year Graded Vesting	3 Year Cliff Vesting
1	100%	0%	0%
2	100%	20%	0%
3	100%	40%	100%
4	100%	60%	100%
5	100%	80%	100%
6	100%	100%	100%

14. Other Plans:

Does the employer sponsor any other plans?

- Yes; Description: _____
- If Yes, what is the amount of the contribution, if any, to the other plan? \$ _____

Has the employer sponsored any plans that have been terminated?

- Yes; Description: _____
- No

15. Related Employers:

If your business is part of a controlled group or affiliated service group, employees of all members of the group must be covered by this plan. Please review the items below and check any that apply to you.

Yes No

- Do any owners or stockholders of the employer own interests in other businesses?
- Is the employer part of a controlled group of businesses?
- Is the employer part of an affiliated service group?
- Does the employer have any leased employees?

Census Information

16. Owner's Name:

Date of Birth:

Date of Hire:

Please list any additional owner and compensation history under Notes (Item 20).

17. Compensation: (See instructions on page 7.)

Owner's 2005 Expected Compensation: _____

Compensation: Please list the last three years of Compensation, plus any previous years if higher:

Year	Compensation	½ Self-Employment Tax (if applicable)	Plan Contributions (if applicable)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

UBS Financial Services Inc. does not provide tax or legal advice. You should consult your tax or legal professionals regarding the establishment of a retirement plan.

18. If you have employees, please complete the following:

<u>Name</u>	<u>Date of Birth</u>	<u>Date of Hire</u>	<u>Compensation</u>	<u>Works Over 1,000 Hours?</u>	<u>Officer?</u>
_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

19. What is the first plan year of administration for which EMJAY Retirement Plan Services, Inc. is responsible:

- 2005
- 2006
- Other

20. Notes/Other Information:

Please sign and date below. By signing this form, you are acknowledging as the sponsoring employer that you have received and read the *Small Business Pension Program* proposal, understand the fees set forth in the proposal and understand that a defined benefit plan has a required annual contribution. With that understanding, you are authorizing the establishment of the plan based on the information provided in this questionnaire. Please retain a copy of this questionnaire for your files. If you have any questions or need help completing this questionnaire, please contact EMJAY Retirement Plan Services, Inc. at 1-866-269-2573.

Signature: _____ Date: _____

Please make your check payable to EMJAY Retirement Plan Services, Inc.

Mail this signed form with your check to:

EMJAY Retirement Plan Services, Inc.
 Attn: Small Business Pension Program
 5001 North Lydell Avenue
 Milwaukee, WI 53217

UBS Financial Services Inc. does not provide tax or legal advice. You should consult your tax or legal professionals regarding the establishment of a retirement plan.

General Information

Compensation:

The definition of Compensation varies by business entity type.

- 1) Compensation means W-2 income if your business entity type is a corporation, S-corporation or LLC electing to be taxed as a corporation or S-corporation. When completing Item 17, enter your estimated W-2 income for the current year. Please also complete the first two columns of the Compensation History section: enter the year and your W-2 income. Do not complete the last two columns.
- 2) Compensation means Net Business Income if your business entity type is a sole-proprietorship, partnership or LLC electing to be taxed as a sole-proprietorship or partnership. Net Business Income is your gross income minus expenses. When completing Item 17, enter your estimated Net Business Income for the current year. Please also complete each column of the Compensation History section: enter the year, Net Business Income, deduction for ½ self-employment tax and any deduction for contributions made to a SEP, SIMPLE or any qualified retirement plan. For a sole-proprietorship, Net Business Income is on line 31 of your Schedule C and line 12 of your Form 1040. The deduction for ½ self-employment tax is on line 29 of your Form 1040, and any deduction for contributions to a retirement plan is on line 31 of your Form 1040.

Other notes about Compensation:

- 1) When entering Compensation History, do not list compensation paid from an unrelated business. For example, if your business began in 2005 and before that you worked for ABC Inc., do not list compensation paid by ABC Inc.
- 2) For S-corporations, Schedule K-1 dividend distributions cannot be used as Compensation.
- 3) In general, Compensation does not include “passive income” such as income from investments or property.
- 4) Compensation must be received only from the employer (plan sponsor) establishing the plan.
- 5) Please refer to your CPA to determine where deductions are taken on the appropriate tax return.

Fidelity Bond

If your plan has participants other than owners and their spouses, it is required by ERISA that Plan Fiduciaries be bonded for plan assets. A Fidelity Bond is necessary to protect the plan against loss through fraud or dishonesty on the part of the plan officials. Plan Fiduciaries should be insured for a minimum of 10% of the plan assets, but not less than \$1,000. The maximum amount required is \$500,000. A Fidelity Bond may be obtained through your business property and casualty insurance carrier.

PBGC Coverage

Defined Benefit plans are required to be covered by the Pension Benefit Guaranty Corporation (PBGC) insurance program with the following exceptions:

- Professional Service Employer with less than 25 participants
- Owners only / with spouse

A professional service individual includes, but is not limited to, physicians, dentists, chiropractors, osteopaths, optometrists, other licensed practitioners of the healing arts, attorneys at law, public accountants, engineers, architects, draftsmen, actuaries, psychologists, scientists and performing artists. If required to be covered by the program, premiums will need to be paid to the PBGC.

The Small Business Pension Program is a service mark of UBS Financial Services Inc.

UBS Financial Services Inc. does not provide tax or legal advice. You should consult your tax or legal professionals regarding the establishment of a retirement plan.

**UBS Small Business Pension Program
Adoption Agreement**

A Standardized Prototype Defined Benefit Pension Plan

Prototype Sponsor: UBS Financial Services Inc.
1200 Harbor Boulevard
Weehawken, NJ 07086
888-738-1546

Name of Employer _____ EIN _____

Employer's Tax Year Ends December 31 Plan Number 001 _____

1. Effective Date: January 1, 2005 New Plan Restatement
(For Restatement provide original effective date: _____)

2. Eligibility Requirements: To become a Participant, an Eligible Employee must have attained age 21 (maximum 21) and completed at least 1 Year(s) of Service. (If more than 1 year is selected, Participants will automatically be 100% vested immediately. No more than 2 years may be selected.)

3. A Year of Service for participation and vesting purposes requires 1,000 (no more than 1000) Hours of Service. (A Year of Credited Service for benefit accrual purposes requires the same number of Hours of Service, but no more than a maximum of 500 Hours of Service.)

4. Past Service Credit for benefit accrual purposes of up to 0 (no more than 5) years is granted for actual service with the Employer before the Effective Date.

5. Normal Retirement Age is (check one box and fill in the blank(s)):

- age _____ (not over 65), or
 the later of age 65 (not over 65) or the 5 th (not more than 5th) anniversary of the participation commencement date.

6. The Normal Retirement Benefit Formula is 2 % of Average Compensation multiplied by Years of Credited Service not to exceed 5 years (if Past Service Credit is elected in Item 4, at least 25 years must be entered; if no limit, enter "N/A").

7. Actuarial Equivalence: Pre-retirement and post-retirement interest rates are 6% unless otherwise specified below:

Pre-Retirement Interest Rate: 5.5 %
Post-Retirement Interest Rate: 5.5 %

8. Average Compensation: Compensation prior to the Effective Date of the Plan (or a Prior Plan) shall be counted in determining a Participant's Average Compensation unless the box below is checked:

Compensation prior to the Effective Date of the Plan (or a Prior Plan) shall not be counted in determining a Participant's Average Compensation under the Plan.

9. Vesting Service: Service prior to the Effective Date of the Plan (or a Prior Plan) shall be counted in determining a Participant's Years of Service for vesting purposes unless the box below is checked:

Service prior to the Effective Date of the Plan (or a Prior Plan) shall not be counted in determining a Participant's Years of Service for vesting purposes.

10. The Vesting Schedule is as follows:

A. Cliff Schedule
(Check a box in each row)

Yrs of Svc.	0%	100%
0	<input type="checkbox"/>	<input type="checkbox"/>
1	<input type="checkbox"/>	<input type="checkbox"/>
2	<input type="checkbox"/>	<input type="checkbox"/>
3 or more		<input checked="" type="checkbox"/>

B. Graded Schedule
(Fill in the blank in each row)

Yrs of Svc.	%
0-1	<u>0</u> (at least 0%)
2	<u>20</u> (at least 20%)
3	<u>40</u> (at least 40%)
4	<u>60</u> (at least 60%)
5	<u>80</u> (at least 80%)
6	100%

11. If a memo is required by any provision of the Basic Plan Document, check here and attach the memo to this Adoption Agreement.

TRUSTEE: I hereby agree to serve as Trustee of this Plan.

Signature _____

Print Name _____

Date _____

EMPLOYER SIGNATURE: I am an authorized representative of the Employer named above. The Employer adopts the Plan, effective as of the Effective Date specified in Item 1 above, and appoints the individual named above as Trustee.

Signature _____

Print Name _____

Date _____

Additional Information:

1. **Reliance:** *In general*, the Employer may rely on the opinion letter issued by the National Office of the IRS as evidence that this Plan is qualified. *Exceptions:* Complete reliance may require specific IRS approval where (1) a Plan has changed its benefit structure(s) or (2) an Employer has ever maintained or later adopts any other plan in addition to this Plan (including certain welfare benefit funds providing post-retirement medical benefits or individual medical accounts). In those situations, and certain others specified in the opinion letter, in Revenue Procedure 2000-20, or in IRS Announcement 2001-77, an employer which wishes to obtain full reliance that its plan(s) are qualified should apply for a determination letter to Employee Plans Determinations of the IRS.

2. The Plan may not qualify if this Adoption Agreement is not completed properly.

3. The Prototype Sponsor will inform each adopting employer of any amendments made to the Plan or the discontinuance or abandonment of the Plan.

4. This Adoption Agreement 001 is to be used with Basic Plan Document 05.

CORPORATE RESOLUTION

The undersigned Secretary of _____
(the Employer) hereby certifies that the following resolutions are adopted by the Employer as of the date hereof.

RESOLVED, that the form of the Defined Benefit Plan presented to this meeting is hereby approved and adopted and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Trustee of the Plan one or more counterparts of the Plan.

RESOLVED, that for purposes of the limitations on contributions and benefits under the Plan, prescribed by Section 415 of the Internal Revenue Code, the "limitation year" shall be the 12-consecutive month period ending on the last day of the Plan Year.

RESOLVED, that not later than the fifteenth day of the ninth month following the end of the Plan Year, the Employer shall contribute to the Plan for each such year not less than such amount as shall be required to meet minimum funding standards, and that the Treasurer of the Employer is authorized and directed to pay such contribution to the Trustee of the Plan and to designate to the Trustee the fiscal year for which such contribution is made.

RESOLVED, that the proper officers of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Plan.

The undersigned further certifies that attached hereto is a true copy of the Plan as approved and adopted in the foregoing resolutions.

Signature

Date

ADOPTING RESOLUTION

The undersigned Principal of _____
(the Employer) hereby certifies that the following resolutions are adopted by the Employer as of the date hereof.

RESOLVED, that the form of the Defined Benefit Plan presented to this meeting is hereby approved and adopted and that the duly authorized agents of the Employer are hereby authorized and directed to execute and deliver to the Trustee of the Plan one or more counterparts of the Plan.

RESOLVED, that for purposes of the limitations on contributions and benefits under the Plan, prescribed by Section 415 of the Internal Revenue Code, the "limitation year" shall be the 12-consecutive month period ending on the last day of the Plan Year.

RESOLVED, that not later than the fifteenth day of the ninth month following the end of the Plan Year, the Employer shall contribute to the Plan for each such year not less than such amount as shall be required to meet minimum funding standards, and that a duly authorized agent of the Employer is authorized and directed to pay such contribution to the Trustee of the Plan and to designate to the Trustee the fiscal year for which such contribution is made.

RESOLVED, that the duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Plan.

The undersigned further certifies that attached hereto is a true copy of the Plan as approved and adopted in the foregoing resolutions.

Signature

Date



PLAN SERVICES AND FEE AGREEMENT

This Agreement is made as of the ___ day of _____, ____ (the "Effective Date") by and between _____ ("Employer") and EMJAY Retirement Plan Services, Inc., a Wisconsin corporation ("EMJAY").

Employer and EMJAY desire to enter into this Plan Services and Fee Agreement ("Agreement") whereby EMJAY will provide certain record keeping and consulting services to the Employer. These services are provided to assist the Employer with its responsibilities under the provisions of the Plan, the Internal Revenue Code, and ERISA.

THEREFORE, upon the terms and subject to the conditions set forth in this Agreement and intending to be legally bound, the parties hereto agree as follows:

EMJAY shall provide to Employer and Employer shall receive from EMJAY, all upon the terms and conditions set forth in this Agreement, the services specified in this Agreement (the "Services") with respect to the following plan (the "Plan"):

Employer (Plan Administrator): _____

Plan Name: _____

Employer acknowledges receipt of the Services Schedule (Schedule A), Administrative Fee Schedule (Schedule B), and Document Fee Schedule (Schedule C). The Schedules are specifically incorporated into this Agreement by reference and modify and supplement this Agreement. In the event of any conflict between this Agreement and the schedules, the terms of the schedules shall prevail.

IN WITNESS WHEREOF, the parties have agreed that this Agreement be executed on their behalf as of the date first written above.

EMJAY Retirement Plan Services, Inc.

(Employer)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

1. TERM

This Agreement will commence on the Effective Date and continue in effect throughout the current Plan Year. This Agreement shall automatically renew for successive one-year terms commencing on the first day of each Plan Year thereafter. The Employer may terminate this Agreement during the Plan Year by providing written notice to EMJAY. The "Effective Date of Termination" for the Agreement will be (a) the last day of the quarter following the quarter in which EMJAY receives Employer's termination notice if EMJAY receives notice of termination during the first six months of a Plan Year, or (b) if EMJAY receives notice of termination during the last six months of a Plan Year, the last day of the then current Plan Year. Employer agrees to pay all fees through the Effective Date of Termination even if Employer elects not to have EMJAY provide services through the Effective Date of Termination. In no case shall fees be refunded unless such fees have been paid in advance for a period of time that extends beyond the Effective Date of Termination. Any fees charged to EMJAY by the Plan's Investment Manager beyond the Effective Date of Termination shall be the responsibility of the Employer. No Plan records shall be remitted to a successor service provider until all fees owed through the Effective Date of Termination are paid in full. EMJAY shall discontinue the sponsorship of any Prototype Plan as of the Effective Date of Termination.

2. SERVICES

2.1 GENERAL. EMJAY shall provide the Services as described in Schedule A hereto. Certain services provided to the Plan may be performed by the entity that invests the funds of the Plan, known as the "Investment Manager." This Agreement is not intended to specify the duties, responsibilities, or services offered by the Investment Manager in regards to the Plan. EMJAY has no responsibility for any services provided by the Plan's Investment Manager and EMJAY makes no representations or warranties regarding such services.

2.2 STANDARD SERVICES. The recordkeeping services that are provided by EMJAY are designed to assist the Employer in performing its duties as the Plan Administrator. These services are listed on Schedule A.

2.3 OPTIONAL SERVICES. EMJAY also may provide certain recordkeeping services (optional services) that may not be included in Schedules A and B. Before any requested Optional Service is provided by EMJAY, the fee associated with said service must be agreed upon and EMJAY must agree to provide such service. Optional services include (but are not limited to):

- (a) Assisting with a Plan audit by either the U.S. Department of Labor (DOL) or Internal Revenue Service (IRS) or assisting with an IRS Form 5500 audit;
- (b) Complex nondiscrimination testing not contemplated in the Administrative Fee Schedule, including testing non-safe harbor definitions of compensation using the compensation ratio test, testing contributions (whether or not cross tested on a benefits basis) for nondiscrimination using the Average Benefits Test, and testing coverage under Code Section 410(b) using the Average Benefits Test;
- (c) Additional consulting or recordkeeping services associated with plan mergers or the acquisition or disposition of a business or its assets;
- (d) Complex plan amendments that require up-front consulting to design and implement;
- (e) Performing an administrative review of a domestic relations order that exceeds what is reasonable and contemplated by Schedule B;
- (f) Plan contribution estimates for plans with complex plan designs;
- (g) Preparing and providing to the Employer IRS Form 5310 in the event of a plan termination;
- (h) Preparing and providing IRS Form 5330 in the event the Plan engages in a prohibited transaction or is required to pay an excise tax for another reason;
- (i) Providing consulting services to the Employer on issues such as complex plan design;
- (j) Re-running reports or redoing other work because of incorrect information reported to EMJAY;
- (k) Correcting transactions not performed by EMJAY;
- (l) Preparation of IRS Forms 1099R for distributions not performed by EMJAY;
- (m) Review of prior reporting, compliance testing, or any other services performed for the Plan by any person or entity other than EMJAY. EMJAY is under no obligation to review whether the Plan was maintained in a qualified status prior to the Effective Date of this Agreement;
- (n) Compliance testing that incorporates a plan maintained by the Employer for which EMJAY does not provide retirement plan services;
- (o) Receiving telephone calls or replying to electronic mail from Plan participants or eligible employees.

2.4 EXCLUDED SERVICES. Services which are not provided by EMJAY under this Agreement include:

- (a) Preparation of personal or corporate income tax returns or any related schedules or attachments;
- (b) Determining the extent to which contributions made to the Plan are deductible;
- (c) Services designed to keep the Employer in compliance with the Employee Retirement Income Security Act of 1974 ("ERISA") Section 404(c) relating to insulating the Employer from fiduciary liability on Participant investment decisions;
- (d) Any accountant's audits required because of the filing of IRS Form 5500.
- (e) Preparation of Form 990-T pertaining to unrelated Business Income Tax.

2.5 PLAN ASSETS. Nothing in this Agreement will be deemed to impose any obligation on EMJAY to monitor, control or in any way exercise any discretion as it relates to the handling or disposition of any Plan assets. The Employer also understands that EMJAY does not advise in any way on the selection of investments made available to participants in a participant investment directed plan or in a plan where the Trustee controls the investment of Plan assets.

2.6 RELIANCE ON INFORMATION PROVIDED. EMJAY accepts information provided by the Employer as being complete and accurate and does not accept responsibility for report or processing inaccuracies resulting from errors or inaccuracies in information reported to us. If it becomes necessary for EMJAY to repeat any of its services due to inaccurate or erroneous information provided by the Employer, an additional fee will be charged as per the Administrative Fee Schedule or, if not incorporated on the Administrative Fee Schedule, will be agreed upon in advance of the performance of such work.

2.7 NO FIDUCIARY RELATIONSHIP. EMJAY will provide certain recordkeeping and consulting services for the Employer subject to the terms and conditions of this Agreement. The parties agree that this Agreement shall not be construed as creating a fiduciary relationship between EMJAY and the Plan. The parties agree the services provided by EMJAY under this Agreement are ministerial in nature and that EMJAY has no

fiduciary responsibilities to the Plan, the Employer, the Participants or their Beneficiaries, or the Trustee(s). EMJAY shall not have any discretion with respect to the management or administration of the Plan or with respect to determining or changing the rules or policies pertaining to eligibility or entitlement of any participant in the Plan to benefits under the Plan. EMJAY also shall not have any control or authority with respect to any assets of the Plan, including the investment or disposition thereof. The Employer acknowledges that it is the Plan fiduciary responsible for the selection of service providers and investment funds and that (i) it is a fiduciary, within the meaning of ERISA, with respect to the Plan; (ii) it is independent in all respects of EMJAY and all affiliates of EMJAY; and (iii) it has not relied on any advice or recommendation of EMJAY or any affiliates of EMJAY as a primary basis for making the decision to enter into this Agreement or with respect to the selection of particular investment funds. All discretion and control with respect to the terms, administration or assets of the Plan shall remain with the Employer or with the named fiduciaries under such Plan.

2.8 DEFENSE OF LEGAL ACTION. EMJAY has no obligation to defend any legal action, or participate in any legal proceeding or plan audit brought by the DOL, IRS or any other government body with respect to the Plan or with respect to any funds or property held in the Plan. Whenever EMJAY deems it reasonably necessary, EMJAY is authorized and empowered to consult with its counsel in reference to the Plan and to retain counsel and appear in any action, suit or proceedings affecting the Plan or any property or funds of the Plan. All fees and expenses so incurred shall be for the Plan and shall be the responsibility of the Employer, unless and except to the extent that the legal action or plan audit was caused by the actions of EMJAY in breach of its obligations under this Agreement.

2.9 LEGAL ADVICE. The Employer acknowledges that EMJAY does not practice law and does not provide legal advice, and that the Employer must obtain its own legal and tax counsel for review and advice on the plan documents, plan design and specifications appropriate for the Employer's situation as well as on the legal and tax issues which may arise relating to the operation of the plan.

2.10 CONTROLLED OR AFFILIATED SERVICE GROUP. If the Employer's business is owned in whole or in part by another business, or owns another business in whole or in part, or if individuals own it in whole or in part and own other businesses in whole or in part, all of the entities involved may constitute a controlled group or an affiliated service group. The Employer is responsible for determining if such a group exists and notifying EMJAY of this fact in writing. EMJAY is under no obligation to seek out this information or verify the Employer's status as regards this issue. EMJAY shall in no event be liable for any damages, fines, penalties, or taxes which may result from an Employer being part of, or not part of, a controlled group.

2.11 MULTIPLE PLANS AND PRIOR PLANS. If the Employer currently maintains multiple plans or has previously maintained another plan prior to this agreement, aggregation of these plans may be permitted or required in order to satisfy the following qualification requirements based on the plan type: (1) maximum benefit and contribution limitations, (2) nondiscrimination, and (3) top heavy status. For the purposes of this provision, multiple plans would include any defined benefit, health and welfare, or other defined contribution plan maintained by the Employer. Where EMJAY does not administer or did not administer all of the plans of the Employer, the Employer agrees that, EMJAY will be responsible for providing aggregate testing results of the aforementioned qualification requirements only if specifically engaged to provide such services as an Optional Service, as described in Section 2.3 above. The Employer further agrees to indemnify and hold EMJAY harmless from all consequences which may arise by provision of services to only a portion of such a group of related plans.

2.12 PRIOR ADMINISTRATION. If EMJAY is taking over administration from a prior administration firm, EMJAY is not responsible for losses resulting from the prior firm's administration, or which are incurred as a result of actions or decisions which were undertaken or made by the prior firm. EMJAY is under no obligation to review prior administration work or tax filings. Where EMJAY is retained to provide services midyear, it shall not verify the accuracy or correctness of work performed by the prior administrator. The Employer agrees to indemnify and hold EMJAY harmless from any and all consequences which are the result of work performed prior to EMJAY's assumption of responsibility to provide plan administration services.

3. RESPONSIBILITIES OF EMPLOYER

3.1 COMPLIANCE. The Employer, as the Plan Administrator of the Plan and trust, acknowledges it is responsible for administrative and recordkeeping functions required to maintain the Plan's qualified status under Section 401 and tax exempt status under Section 501 of the Code, as amended from time to time. It is the Employer's responsibility to comply with the provisions of the Employee Retirement Income Security Act (ERISA), as amended from time to time, as well as complying with any procedures, rulings, or other announcements of the IRS or the DOL. As Plan Administrator, Employer's responsibilities include but are not limited to:

- (a) Maintaining signed copies of beneficiary forms, distribution forms, loan requests, Forms 5500, Plan documents, amendments, etc.
- (b) Timely filing of all reports with the appropriate government agency;
- (c) Determining eligibility of employees and timely enrolling them into the Plan;
- (d) Timely distribution of any Summary Plan Description or Addendum thereto, Summary Annual Report, or any benefit statements;
- (e) Informing EMJAY of any anticipated change in business entity or anticipated business acquisition or disposition, whether it be a stock or asset acquisition or disposition;
- (f) Reviewing EMJAY generated reports and government forms for accuracy;
- (g) Providing EMJAY with any information required to perform the tasks set out in this Agreement, including but not limited to hire and termination dates of employees, annual compensation amounts, trust statements, ownership information, etc. The Employer understands that EMJAY relies on the accuracy of the information furnished by the Employer and the Employer's advisors.
- (h) Prompt payment of fees incurred by the Employer pursuant to the terms of this Agreement;
- (i) Informing EMJAY of any change in Plan contacts or Trustees;
- (j) Maintaining fidelity bond within DOL regulatory guidelines;
- (k) Where required, executing administrative forms;
- (l) Distributing and collecting beneficiary designation forms for all Plan participants and eligible employees.

3.2 NOTICE OF PLAN ADOPTION AND AMENDMENTS. In recognition of the fact that certain retirement plan provisions must be coordinated and possibly tested together, the Employer must notify EMJAY of the adoption of a new retirement plan subject to the provisions of ERISA where EMJAY is not the third-party recordkeeper, or upon the adoption of an amendment to an existing retirement plan where EMJAY is not the third-party recordkeeper. EMJAY

reserves the right to review the new or amended Plan prior to providing any services under this Agreement to assure that the recordkeeping services performed hereunder can be effectively handled by EMJAY.

4. FEES

4.1 FEE SCHEDULES. The Services provided by EMJAY pursuant to this Agreement will be subject to the fees set forth in Schedule B hereto. Both Employer and EMJAY agree that services other than those described in either Fee Schedule may be provided at EMJAY's then standard rate or, if applicable, for such fees as are mutually agreed by the parties.

4.2 BILLING. Fees are generally billed on a quarterly basis based on the Plan Year End or at such other time as described in Schedule B. The base and eligible employee fees are generally billed over the course of the Plan Year. In no event does EMJAY have responsibility to perform services if fees are over 120 days past due.

4.3 MODIFICATION. Service fees are subject to change upon thirty (30) days written notice to the Employer. A new Administrative Fee Schedule or Document Fee Schedule mailed to the Employer shall constitute notice under this section. Fees will not be increased for the first Plan Year for new plans or for the Plan Year in which EMJAY first provides retirement plan services.

4.4 TERMS OF PAYMENT. Fees for services shall be considered delinquent thirty (30) days after the billing date. EMJAY shall have limited responsibility to perform any of the services specified in this Agreement while any fee is delinquent. Services for the termination of the Plan shall not be performed until all fees are made current and the fees for terminating the Plan are paid. If fees are delinquent or if the Employer files for debtor protection under the U.S. Bankruptcy Code, the Employer hereby authorizes EMJAY to withdraw delinquent fees, or in the event of bankruptcy all fees then owed by the Employer, from the Plan assets to the extent permitted by law. The Employer shall have the right to contest any fee billed by EMJAY. If Employer disputes any charge or amount on any invoice and such dispute cannot be resolved promptly through good faith discussions between the parties, Employer shall pay the amounts due under this Agreement less the disputed amount, and the parties shall diligently proceed to resolve such disputed amount. An amount will be considered disputed in good faith if (i) Employer delivers a written statement to EMJAY on or before the due date of the invoice, describing in detail the basis of the dispute and the amount being withheld by Employer, (ii) such written statement represents that the amount in dispute has been determined after due investigation of the facts and that such disputed amount has been determined in good faith, and (iii) all other amounts due from Employer that are not in dispute have been paid in accordance with the terms of this Agreement. Employer agrees that all fees associated with establishment, administration, and termination of the Plan are the responsibility of the Employer and/or Plan. Undisputed charges not paid by the due date shall be subject to annual interest at the rate of 18% or the highest rate permitted by law, whichever is lower. Employer shall also pay any collection fees, court costs, and reasonable attorneys' fees, incurred by EMJAY in collecting payment of the charges and any other amounts for which Employer is liable under the terms and conditions of this Agreement.

5. WARRANTY/DISCLAIMER

5.1 PERFORMANCE WARRANTY. EMJAY warrants that it will provide the Services in a commercially reasonable manner (the "Performance Warranty").

5.2 DISCLAIMER OF ALL OTHER WARRANTIES. THIS PERFORMANCE WARRANTY IS IN LIEU OF, AND EMJAY DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT EMJAY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, EMJAY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN EMPLOYER WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.

6. TERMINATION

This Agreement may be terminated immediately, at the option of EMJAY, upon the failure of the Employer to:

- (a) Provide the information required hereunder within sixty (60) days of the request.
- (b) Pay the applicable fees within forty-five (45) days of the date the fees are considered delinquent under paragraph 4.4.
- (c) Make timely deposit of participant contributions and/or loan payments to the Plan pursuant to DOL regulations. This section shall not be construed to imply any duty of EMJAY to determine, monitor, or inform the Employer as to the timeliness of participant contributions and/or loan payments.

Notice of termination will be given to the Employer via certified mail.

7. LIMITATION OF LIABILITY/MAXIMUM DAMAGES ALLOWED

7.1 EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. Independent of, severable from, and to be enforced independently of any other provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE OTHER PARTY'S RIGHTS) IN CONTRACT, TORT, (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND--including lost profits, loss of business, or other economic damage, and further including injury to property, AS A RESULT OF BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT, INCLUDING ANY FAILURE OF PERFORMANCE, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

7.2 MAXIMUM DAMAGES ALLOWED. Notwithstanding any other provision of this Agreement, and for any reason, including breach of any duty imposed by this Agreement or independent of this Agreement, and regardless of any claim in contract, tort (including negligence) or otherwise, EMJAY's total, aggregate liability under this Agreement shall in no circumstance exceed the greater of Ten Thousand Dollars (\$10,000.00) or the average annual fees paid

by Employer to EMJAY hereunder, provided, however, that the foregoing shall not limit EMJAY's liability for (i) damages caused by its own willful misconduct, and (ii) fines or penalties imposed upon Employer by the Internal Revenue Service, U.S. Department of Labor, or other governmental authority caused solely by EMJAY's failure to correctly file any form that EMJAY is obligated hereunder to file for Employer provided that (1) Employer has timely provided all information requested by EMJAY in connection with such filing, (2) Employer is not in default of any of its obligations hereunder, and (3) Employer promptly notifies EMJAY upon learning of any such error and EMJAY is given sole control over all discussions and negotiations with the applicable government authority regarding such matter.

7.3 STATUTE OF LIMITATIONS. No lawsuit or other action may be brought by either party hereto, or on any claim or controversy based upon or arising in any way out of this Agreement, after one (1) year from the date on which the cause of action arose regardless of the nature of the claim or form of action, whether in contract, tort (including negligence) or otherwise; provided, however, the foregoing limitation shall not apply to the collection of any amounts due under this Agreement.

7.4 ESSENTIAL ELEMENTS. Employer and EMJAY acknowledge and agree that the limitations contained in this Article 7 are essential to this Agreement, and that EMJAY has expressly relied upon the inclusion of each and every provision of this Article 7 as a condition to executing this Agreement.

8. INDEMNITY

Employer agrees to defend EMJAY from, indemnify EMJAY against, and hold EMJAY harmless from any claim of any third party resulting from EMJAY's performance of the Services in accordance with the instructions and specifications of Employer and this Agreement.

9. MISCELLANEOUS PROVISIONS

9.1 GOVERNING LAW. The validity, construction and interpretation of this Agreement and the rights and duties of the parties hereto shall be governed by the internal laws of the State of Wisconsin, excluding its principles of conflict of laws.

9.2 VENUE AND JURISDICTION. In the event of litigation to enforce the terms of this Agreement, the parties consent to venue in an exclusive jurisdiction of the courts of Milwaukee County, Wisconsin, and the Federal District Court for the Eastern District of Wisconsin. The parties further consent to the jurisdiction of any federal or state court located within a district that encompasses assets of a party against which a judgment has been rendered, either through arbitration or litigation, for the enforcement of such judgment or award against such party or the assets of such party.

9.3 ENTIRE AGREEMENT; AMENDMENTS. This Agreement, together with the schedules hereto, constitutes the entire agreement between EMJAY and the Employer with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the schedules hereto, may be amended only by an instrument in writing executed by the parties or their permitted assignees.

9.4 RELATIONSHIP OF PARTIES. The performance by EMJAY of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall create or imply an agency relationship between Employer and EMJAY, nor shall this Agreement be deemed to constitute a joint venture or partnership between Employer and EMJAY.

9.5 HEADINGS. Headings in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.

9.6 WAIVER. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

9.7 SEVERABILITY. If any provision of this Agreement is held by court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect. Articles 7 and 8 and Section 9.1 shall survive the expiration or earlier termination of this Agreement for any reason.

9.8 ATTORNEYS' FEES AND COSTS. If any legal action is commenced in connection with the enforcement of this Agreement or any instrument or agreement required under this Agreement, the prevailing party shall be entitled to costs, attorneys' fees actually incurred, and necessary disbursements incurred in connection with such action, as determined by the court.

9.9 NO THIRD PARTY BENEFICIARIES. Each party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Employer and EMJAY.

9.10 FORCE MAJEURE. Notwithstanding any provision contained in this Agreement, neither party shall be liable to the other to the extent fulfillment or performance if any terms or provisions of this Agreement is delayed or prevented by revolution or other civil disorders; wars; acts of enemies; strikes; lack of available resources from persons other than parties to this Agreement; labor disputes; electrical equipment or availability failure; fires; floods; acts of God; federal, state or municipal action; statute; ordinance or regulation; or, without limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence it is unable to prevent, whether of the class of causes hereinbefore enumerated or not. This clause shall not apply to the payment of any sums due under this Agreement by either party to the other.

9.11 CONSTRUCTION. EMJAY and Employer each acknowledge that the limitations and exclusions contained in this Agreement represent the parties' voluntary agreement based upon the level of risk to Employer and EMJAY associated with their respective obligations under this Agreement and the payments to be made to EMJAY and the charges to be incurred by EMJAY pursuant to this Agreement. The parties agree that the terms and conditions of this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this document.

Schedule A SERVICES

Following are standard services provided by EMJAY to assist the Employer in performing its duties as the Plan Administrator.

Plan Set up

1. Prepare and maintain the Standardized Prototype Defined Benefit Pension Plan and make available updates to the Plan and Trust when required to keep the Plan in compliance with the Internal Revenue Code qualification requirements. Restatements and amendments provided at an additional fee.
2. Establish a Trust Identification Number for the Plan.
3. Set up Plan information in all pertinent databases and record-keeping software.
4. Provide the Employer with copies of the Plan's summary, known as the Summary Plan Description, to be distributed by the Employer to Plan participants.

Plan Administration

1. Provide assistance to the Employer regarding certain administrative functions which must be performed as part of the ongoing administration of the Plan, including:
 - a. processing all distributions and withdrawals from participants' benefit calculation;
 - b. processing all participant loans (if applicable); and,
 - c. accepting rollover contributions (if applicable).
2. Prepare Annual Actuarial Valuation to determine Employer contribution to the Plan.
3. Prepare present value of accrued benefit calculations to determine benefits payable to terminated participants.
4. Produce Annual Employer Investment Account report summarized from the Investment Company's reports.
5. Provide certain annual reports to the Employer to be filed with the IRS and/or the Department of Labor including the IRS Form 5500 and all required Schedules.
6. Provide certain annual premium filing reports to the Employer to be filed with the Pension Benefit Guaranty Corporation including PBGC Form 1 and all required Schedules.
7. Prepare a Summary Annual Report to be distributed to Plan participants.

Please review the Administrative Fee Schedule for any charges associated with these services.

Schedule B Administrative Fee Schedule

Plan Set-up (One Time)

New Plan	\$1,200
Per Eligible Employee per Plan	\$50
Prototype Plan Document	
Employee Summary Plan Descriptions	
Plan System Set-up	
Administrative Forms Manual	
Notice to Interested Parties	
Takeover of an Existing Plan: Plan Analysis	\$650

Standard Plan Administration Services (Annual fee whether full/short year)

Base Fee	\$ 1,500
Per Eligible Employee	\$100
Contribution	
Annual Participant Statements	
Preparation of annual Actuarial Report	
Preparation of Schedule B	
Trust Accounting Reconciliation Assistance	
Summary Annual Report	
Signature-ready Form 5500	

Transaction Services

Loan Set-up / Annual Maintenance	each \$100 / \$60
Employee Distributions	\$100
Termination, Death, Disability and Retirement Special (70-1/2 or QDRO)	
Rollovers, per account	\$ 75

Other Services

IRS Schedule A – Insurance Information	\$170
IRS Form 5558-Extension of Time	\$170
IRS Form 5330-Excise Tax	\$170
PBGC Filings (Plus \$18 per Eligible Employee)	\$245
Late, incomplete data or incorrect data	\$170
Special Requests	\$100
Plan Termination Services (Informal) no IRS submit	\$1,000
Additional Trust Accounting Assistance	\$175 per hour >3 hours

NOTE: In the first year only, there will be both a set up fee and an administration fee.

Schedule C EMJAY Document Fees

Amendments

- Basic Amendment to the Adoption Agreement or Participant Loan Program includes Addendum to the Summary Plan Description (SPD) for distribution to Plan Participants — \$175
- Complex Amendment to the Adoption Agreement (including amendment of multiple provisions; business transactions such as mergers, acquisitions, or dispositions; controlled group status; etc.) or Custom Plan Document Amendment – includes Addendum to the SPD for distribution to the Plan Participants — \$350
- Printing revised Summary Plan Descriptions as a result of an Amendment — \$3/SPD
- Complex Amendment that requires the Adoption Agreement to be amended and restated — \$350 plus \$3/SPD
- Amendment that requires conversion from a Prototype Document to a Volume Submitter Document — \$525 plus \$3/SPD
- Amendment that requires conversion from a Prototype Document to a Custom Document — \$175/hour plus \$3/SPD plus fees billed by Custom Document Provider

Miscellaneous

- IRS Determination Letter Request Preparation — \$700 plus IRS filing fee
- Supplemental Participating Agreement Preparation — \$175/Employer
- Document review and comparison — \$175/hour; minimum charge of \$350
- Additional copy of Adoption Agreement — \$25
- Additional copy of Plan and Trust — Additional copy of Plan Document and reporting manual — \$75
- Additional copies of SPD— \$3/SPD; minimum charge of \$9
- Changes to the Adoption Agreement and Summary Plan Description after final copies have been produced — \$175 reprint charge plus \$3/SPD

A written request signed by the Employer is required to change provisions in the Plan Document, Adoption Agreement or Participant Loan Program. The items changed and the effective date of the change should be included in the request.

Services not addressed above, including Plan Termination Service fees, will be quoted upon written notification to our office.

The above items will be mailed directly to the Employer via UPS regular ground service or regular mail. If an alternate method of shipping (e.g. overnight) is requested, the actual shipping charge will be billed (minimum charge \$10).