



INDIVIDUAL(K) PLAN

With Midland IRA as Record Keeper

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The Midland Individual(k) Model

Midland Individual(k)

Individual (k) Plan Documents

This kit contains the forms required to establish an *Individual(k) Plan Account* and the instructions needed to complete the documents.

As an employer, you are eligible to establish a Individual(k) plan if you file your business tax return as either a:

- Sole Proprietorship or a form of an unincorporated business
- Partnership, or a form thereof
- Corporation, or a form thereof

Plan Documents

In order to establish an Individual(k) account, you'll be required to complete the following plan documents:

1. Fee Disclosure
2. Employer Sponsored Plan Account Agreement
3. Individual(k) Adoption Agreement
4. Roth 401(k) Plan Amendment
5. Participant Application
6. Appointment of Record Keeper
7. Contribution Limits
8. Plan Loan Policies and Procedures
9. Addendum Pages

Document Completion Instructions

1. Fee Disclosure

2. Employer Sponsored Plan Account Agreement

If you select our Individual (k) Model, Midland will provide the plan documents only. Please remove, read, complete and sign the Employer Sponsored Plan Agreement.

When you choose Midland for your retirement account, you may select Midland as your self-directed retirement account administrator. This means that Midland will assist you with record keeping services as you self-direct your retirement funds into investments of your choosing. As a retirement account administrator, Midland does not provide you with any investment advice. Midland helps you to purchase investments that you have selected with your Retirement account funds.

Each person that selects Midland as a self-directed retirement account administrator will also need to complete Forms 1 - 9 of this kit.

3. Individual(k) Adoption Agreement

The Individual(k) Adoption Agreement is a fill-in form. It is used to verify that you, as the employer, have adopted the plan. Please complete this two page document. You'll also need to sign the document and retain the original for your records. Please return a copy of the document to your Midland office.

4. Roth 401(k) Plan Amendment

If you decide to allow for after-tax salary deferrals (employee contributions) that have the potential of the growing tax-free, please complete this document.

5. Participant Application

6. Appointment of Record Keeper

7. Contribution Limits

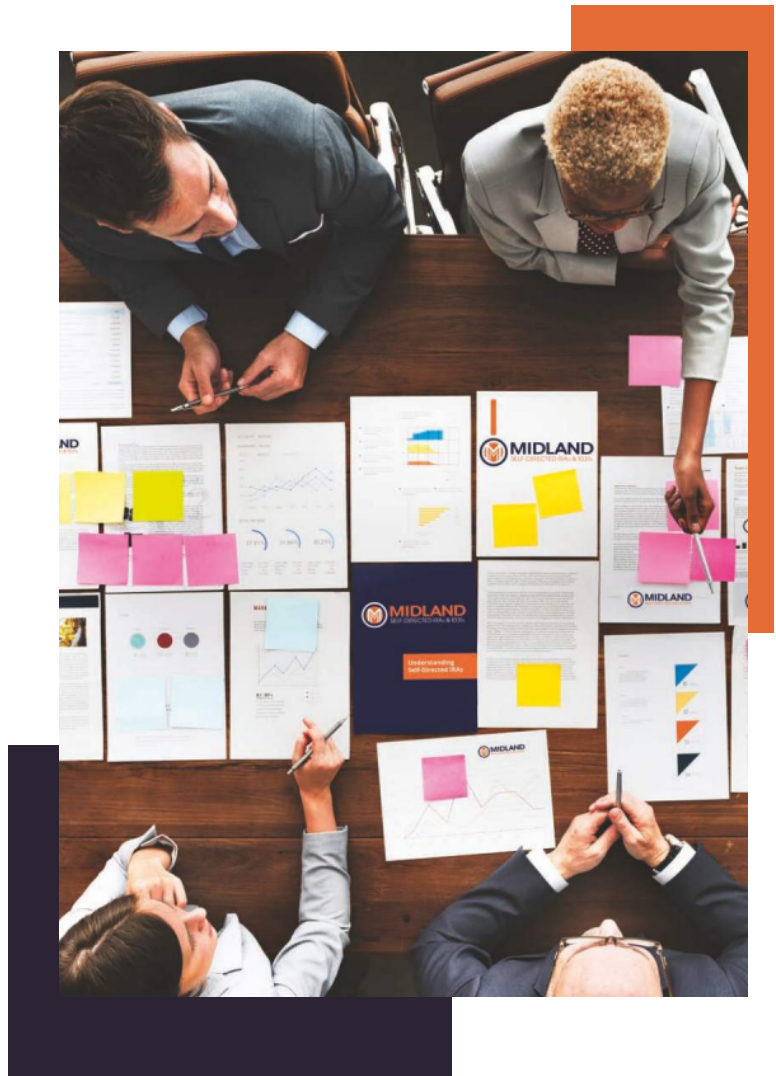
Familiarize yourself with the limits for the current year.

8. Plan Loan Policies and Procedures

9. Addendum

Includes Qualified Loan Application and Plan Note and Security Agreement.

Retain the document originals and send copies to your local Midland IRA office.



DOCUMENT #1 Employer Sponsored Plan Account Agreement (ESPAA) Individual(k) Service Model

I as the Individual representing _____ (name of employer) am establishing the following type of 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.

Roles and Responsibilities:

Midland IRA will provide to the named plan representative the following:

- Adoption Agreement (AA) – Employer Plan establishment form
- QP Defined contribution Basic Plan Document (BPD) – The rules of how the plan must be maintained
- IRS Opinion letter – Internal Revenue Service letter on approval of the language of the BPD and AA
- Amendments as required by regulatory agencies
- Individual (K) Fee Disclosure

Responsibilities of Employer

The Employer shall have the following responsibilities with respect to administration of the plan:

- (a) 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.
- (b) 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 sponsor shall follow the directive of the Investment Manager in investing the assets of the Plan managed by the Investment Manager.
- (c) 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 Sponsor, and Plan Administrator.
- (d) 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 Administrator may rely upon such information and shall have no duty to verify it.

Rights 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.

- (A) 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 Sponsor with respect to the amount and form of benefits to which a Participant may be entitled hereunder.
 - (iii) Authorizing and directing the Sponsor 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
 - (2) Including the IRS Form 1099R upon distributions from the Plan
 - (3) Including necessary withholding requirements
 - (4) Including, if required, plan compliance testing and reporting
- (B) 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.
- (C) The Plan Administrator shall serve as the designated agent for legal process under the Plan and will be the Employer unless otherwise designated.

Name of Plan Administrator as Named
in the Plan Adoption Agreement: _____



Signature of Employer Representative: _____ Date: _____

DOCUMENT #2 Midland Individual(k) Adoption Agreement Profit Sharing with 401(k) Employee Deferral Feature

ADOPTION AGREEMENT #01003

INSTRUCTIONS

1. COMPLETE PAGE 1 and 2.
2. FOR EMPLOYER AS PART OF A CONTROLLED GROUP OR AFFILIATED SERVICE GROUP, MARK THE BOX "IS NOT". DO NOT COMPLETE ATTACHMENT "A"
3. EMPLOYER AND TRUSTEE SIGN AND DATE BOTTOM OF PAGE 2

Name of Plan: _____

GENERAL INFORMATION

The undersigned Employer hereby adopts the Sponsor's Prototype Expanded Profit-Sharing Plan in the form of a standardized Plan, as set out in this Adoption Agreement and the Prototype Defined Contribution Plan Document #01, and agrees that the following definitions, elections and terms shall be part of such Plan.

1(a). Name & Street Address of Employer: _____

(b) Employer is is not part of a Controlled Group or Affiliated Service Group. If "yes", complete Attachment A.

2. Phone: _____ 3. Referred By: _____

4. Type of Business Entity: C Corporation, Date of incorporation _____; S Corporation, Date of incorporation _____

Partnership; Sole Proprietor; Other: _____

5. Employer's Taxable Year: _____ 6. 401(k) Plan EIN: _____

7. Employer EIN #: _____ 8. 3-Digit Plan Number: _____ 9. Business Code: _____

10. Plan Administrator: a. Employer b. Other (Specify): _____

11. Sponsor: Midland IRA, Inc. Address: PO Box 07520 Fort Myers, FL. 33919 Phone: 239-333-1032

12. Depository: N/A

13. This is a(n): new plan with an effective date of: _____
- restatement of a plan previously adopted by the Employer with an effective date of: _____, and an initial effective date of _____.
- amendment of a plan with an effective date of: _____ and an initial effective date of: _____.
- merger, amendment and restatement of the _____ and the into the _____.
The effective date of the merger is: _____. The initial effective date of the surviving plan _____.
- restatement of the effective _____, and a restatement of the effective _____, and a merger of the _____ into the _____.

14. This Plan shall be governed by the laws of Florida

RELIANCE ON OPINION LETTER

The adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code except to the extent provided in Rev. Proc. 2000-20, 2000-6 I.R.B. 553 and Announcement 2001-77, 2001-30 I.R.B. An Employer who has ever maintained or who later adopts any plan (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(l)(2) of the Code) in addition to this Plan may not rely on the opinion letter issued by the National Office of the Internal Revenue Service with respect to the requirements of sections 415 and 416. If the Employer who adopts or Maintains multiple plans wishes to obtain reliance with respect to the requirements of sections 415 and 416, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. The employer may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to the Plan or in Revenue Procedure 2000-20 and Announcement 2001- 77. This Adoption Agreement may be used only in conjunction with basic Plan Document #01. The Sponsor will inform the adopting Employer of any amendments it makes to the Plan or of its discontinuance or abandonment of the Plan.

Midland Individual(k) Adoption Agreement

Profit Sharing with 401(k) Employee Deferral Feature

NOTICE: Failure to properly complete this Adoption Agreement may result in disqualification of the Plan. The Employer's tax advisor should review the Plan and Trust and this Adoption Agreement prior to the Employer adopting such plan. The undersigned Employer acknowledges receipt of a copy of the Plan and adopts such Plan this day of ,

Name of Employer: _____

▶ Authorized Signature: _____

Name/Title of Signer: _____

Date: _____

▶ Trustee Signature: _____

Name of Trustee: _____

Date: _____

PLAN DEFAULTS FOR MIDLAND IRA INDIVIDUAL (k) Profit-Sharing Plan

- (1) The Plan Year shall be the calendar year.
- (2) The Limitation Year shall be the calendar year.
- (3) The Valuation Date shall be the last day of the Plan Year.
- (4) Employees who have attained the age of 21 and have completed 1 Year of Service are eligible to participate in the Plan. However, these eligibility requirements shall be waived for employees employed on the effective date of the Plan.
- (5) All Employees included in a unit of Employees covered by a collective bargaining agreement as described in Section 14.07 of the Plan; Employees who are nonresident aliens as described in Section 14.25 of the Plan; and Employees who become Employees as the result of a "§410(b) (6)(C) transaction" shall not be eligible to participate in this Plan. Employees excluded as a result of a "§410(b)(6)(c) transaction" will be excluded during the period beginning on the date of the transaction and ending on the last day of the first Plan Year beginning after the date of the transaction and ending on the last day if the first Plan Year beginning after the date of the transaction. A "§410(b)(6)(c) transaction" is an asset or stock acquisition, merger, or similar transaction involving a change in the Employer of the Employees of a trade or business, shall not be eligible to participate in this Plan.
- (6) Service under the Plan shall be computed on the basis of actual hours for which an Employee is paid or entitled to payment. A Year of Service shall mean a 12-consecutive month period during which an Employee completes at least 1000 Hours of Service. A Break in Service shall mean a 12-consecutive month period during which an Employee does not complete more than 500 Hours of Service. Contributions will be allocated to the account of each Participant regardless of the number of hours of service completed in a Plan Year. The contribution is not dependent on the Participant being employed on the last day of the Plan Year.
- (7) Entry Date for an eligible Employee who has completed the eligibility requirements will be the 1st day of the first month or the first day of the 7th month of the Plan Year after the Employee satisfies the eligibility requirements
- (8) Vesting for all contributions under the Plan shall be full and immediate.
- (9) Compensation for any Participant shall be the 415 safe harbor definition as described in Section 14.39 of the Plan. Such Compensation includes such amounts which are actually paid to the Participant during the Plan Year and includes employer contributions made pursuant to a salary reduction agreement which are not includible in the gross income of the Employee under sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B) or 403(b) of the Code. For purposes of Article VI, the preceding sentence does not apply.
- (10) In-service distributions are available. Once a Employee has participated in the plan for 60 months, non-elective contributions are available for withdrawal. Prior to the 60 month period, Employees may withdraw non-elective contributions which have been in the Plan for a period of 24 months or apply for a hardship distribution. In-Service distributions from non-elective contributions are available upon the Participant's attainment of age 55. Elective Deferrals are available for distribution upon attainment of age 59 1/2 and due to financial hardship.
- (11) A Participant may not elect benefits in the form of a life annuity. All other forms of benefit payments are available. Benefits are available to the Participant on such Participant's termination of employment.
- (12) The Plan is designed to operate as if it were Top-Heavy at all times.
- (13) The Normal Retirement Age under the Plan shall be age 55.
- (14) The Loan Provisions of Article XVIII shall apply.
- (15) The Required Beginning Date shall be the April 1st following the year the Participant attains age 70½.
- (16) Rollover and Transfer Contributions are permitted.
- (17) Employee Nondeductible and Mandatory Contributions are not permitted.
- (18) Elective Deferrals are permitted up to the maximum permitted under section 402(g) of the Code.
- (19) Catch-up Contributions are permitted.

ATTACHMENT A

Name of Adopting Employer: _____

Address of Adopting Employer: _____

Controlled Group; or Affiliated Service Group

List all "affiliated" employers with the above listed Employer.

Name	Address	EIN

DOCUMENT #3 Roth 401(k) Plan Amendment Article XX

Roth Elective Deferrals

20.1 General Application

- (a) This Article will apply to contributions beginning with the effective date specified in the Adoption Agreement but in no event before the first day of the first taxable year beginning on or after January 1, 2006.
- (b) As of the effective date under section 20.01(a), the Plan will accept Roth Elective Deferrals made on behalf of Participants. A Participant's Roth Elective Deferrals will be allocated to a separate account maintained for such deferrals as described in section 20.02.
- (c) Unless specifically stated otherwise, Roth Elective Deferrals will be treated as Elective Deferrals for all purposes under the Plan.

20.2 Separate Accounting

- (a) Contributions and withdrawals of Roth Elective Deferrals will be credited and debited to the Roth Elective Deferral account maintained for each Participant.
- (b) The Plan will maintain a record of the amount of Roth Elective Deferrals in each Participant's account.
- (c) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Elective Deferral account and the Participant's other accounts under the Plan.
- (d) No contributions other than Roth Elective Deferrals and properly attributable earnings will be credited to each Participant's Roth Elective Deferral account.

20.3 Direct Rollovers

- (a) Notwithstanding section 10.12, a direct rollover of a distribution from a Roth Elective Deferral account under the Plan will only be made to another Roth Elective Deferral account under an applicable retirement plan described in section 402A(e)(1) or to a Roth IRA described in §408A, and only to the extent the rollover is permitted under the rules of section 402(c).
- (b) Notwithstanding section 10.12, unless otherwise provided by the employer in the Adoption Agreement, the Plan will accept a rollover contribution to a Roth Elective Deferral account only if it is a direct rollover from another Roth Elective Deferral account under an applicable retirement plan described in section 402A(e)(1) and only to the extent the rollover is permitted under the rules of section 402(c).
- (c) The Plan will not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferral account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth Elective Deferral account is not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. However, eligible rollover distributions from a Participant's Roth Elective Deferral account are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceeds \$1,000 for purposes of mandatory distributions from the Plan.
- (d) The provisions of the Plan that allow a Participant to elect a direct rollover of only a portion of an eligible roll over distribution but only if the amount rolled over is at least \$500 is applied by treating any amount distributed from the Participant's Roth Elective Deferral account as a separate distribution from any amount distributed from the Participant's other accounts in the Plan, even if the amounts are distributed at the same time.

20.4 Correction of Excess Contributions

- (a) If elected in the Adoption Agreement, in the case of a distribution of excess contributions, a Highly Compensated Employee may designate the extent to which the excess amount is composed of pre-tax Elective Deferrals and Roth Elective Deferrals but only to the extent such types of deferrals were made for the year.
- (b) If the Highly Compensated Employee does not or cannot designate which type of Elective Deferrals are to be distributed, the Plan will distribute pre-tax Elective Deferrals first.

20.5 Definition of Roth Elective Deferrals

- (a) A Roth Elective Deferral is an Elective Deferral that is: (i) Designated irrevocably by the Participant at the time of the cash or deferred election as a Roth Elective Deferral that is being made in lieu of all or a portion of the pre tax Elective Deferrals the Participant is otherwise eligible to make under the Plan; and (ii) Treated by the employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

Roth 401(k) Adoption Agreement Amendment

1. Direct Rollovers—The plan will accept a direct rollover from another Roth Elective Deferral account under an applica1. Direct Rollovers—The plan will accept a direct rollover from another Roth Elective Deferral account under an applicable retirement plan as described in §402A(e)(1).
2. Highly Compensated Employees may not designate the extent to which an excess contribution is comprised of pre-tax Elective Deferrals and Roth Elective Deferrals.

The undersigned Employer acknowledges receipt of a copy of the Roth 401(k) Amendment and adopts such Amendment on the date indicated below.

Name of Employer: _____

▶ Authorized Signature: _____

Name/Title of Signer: _____

Date: _____

**ANNUAL FEES: \$400 plan document fees PLUS choose ONE of the following options for record keeping services** **OPTION 1: FEE BASED ON NUMBER OF ASSETS**

- \$325** Per Asset for Real Estate, LLCs, Private Placements, Private Stock, Notes/Mortgages, Futures/Forex (per FCM), Crypto, Precious Metals (depository holding fees charged separately)
- \$150** Mortgage Payable
- \$50** Traditional Brokerage/Bank Account (excluding Crypto)

 OPTION 2: FEE BASED ON TOTAL ACCOUNT VALUE

*OPTION 2 IS NOT AVAILABLE FOR FUTURES/FOREX/CRYPTO ACCOUNTS

*IF NO SELECTION IS MADE, THE OPTION WILL DEFAULT TO OPTION 1

Total Account Value Is Between:	Annual Fee
\$0 - \$14,999.99	\$225
\$15,000 - \$29,999.99	\$300
\$30,000 - \$44,999.99	\$350
\$45,000 - \$59,999.99	\$425
\$60,000 - \$89,999.99	\$500
\$90,000 - \$124,999.99	\$700
\$125,000 - \$249,999.99	\$950
\$250,000 - \$499,999.99	\$1,250
\$500,000 - \$749,999.99	\$1,650
\$750,000 and up	\$1,850

MISCELLANEOUS SERVICES

Account Setup:	\$200 one-time (non-refundable)
Transaction Fee:	\$125 applies to each Purchase/Sale/Re-Registration of an asset. Exceptions: \$200 Real Estate, \$50 Precious Metals/Trading/Bank Accounts. \$25 Online Capital Calls/Additional Fundings/Trading Acct Withdrawals (\$50 if not submitted online)
Wire Transfers:	\$15 incoming wires (free for incoming IRA transfers or rollovers); \$30 outgoing domestic (free for Futures/Forex); \$50 outgoing international
ACH Transfers:	\$5 per request (\$10 if not submitted online). Exceptions: Free ACH distributions of cash
Trust Checks:	Free for initial asset purchases. \$5 for all other requests (\$10 if not submitted online).
Check Deposits:	\$5 for incoming checks related to rental and note income deposits (no charge for online payments made through pay.midlandtrust.com)
Cash Distributions:	Free if submitted online or if recurring. (\$25 if not submitted online). No delivery fee for ACH. Check/wire fee applies where applicable
Partial Transfer Out:	\$50 per outgoing IRA-To-IRA transfer, plus asset re-registration fees for in-kind transfers (if applicable)
Full Termination:	\$150 if account held for 2+ years. \$250 if under 2 years. Plus, asset re-registration fees for in-kind transfers or in-kind distributions (if applicable)
Overnight Mail, Official Check, Returned Deposit, Stop Payment, Credit Card/ACH Return:	\$30 per occurrence
Rush Transaction:	For funding requests where investment documents or funds are not in good order before one business day of funding request: \$150
Special Notification/Research Fees:	Matured Notes, Late Fair Market Valuation, Valuation Research: \$50 each (no charge for 1st notice. Fee begins with 2nd notice)
Cash Only Accounts:	\$100 annually (only applicable for asset based fee accounts with no assets and no buy/sell activity for previous 12 months)

PAYMENT INFORMATION: Select how you would like to pay your Midland administrative fees

- OPTION 1: DEDUCT MY ACCOUNT** (Default option if no payment selection is made)
- OPTION 2: CHARGE MY CREDIT CARD** (If a card was provided upon initial online application set up, future charges will default to that card. Otherwise, a Midland client service representative will reach out for your credit card details and discuss the next steps.)

MINIMUM BALANCES: Accounts must keep a minimum of \$250 undirected cash at all times. Midland reserves the right to not process transactions that will result in a cash balance below \$250.

BILLING CYCLE: Administration fees will be assessed and due upon initial account opening, initial asset acquisition and annually on the 1st day of your billing cycle. Your billing cycle is defined as a 12-month period from day 1 of the month of your initial account opening. For example, if your account was initially opened on February 14th, your billing cycle would be February 1 through January 31. Fees for asset purchases made after the first quarter of your billing cycle may be pro-rated on a quarterly basis. For example, if you purchase an asset in May, there are 3 quarters left in your normal billing cycle (May-Jan), so your pro-rated asset holding fee of \$325 would be $\$325 \times 3/4 = \243.75 . Fees for assets sold, transferred or otherwise removed prior to the end of your billing cycle will not be pro-rated and/or refunded. Fees paid from your account will be reflected on your account statement.

PAST DUE FEES: Fees that remain unpaid for more than 30 calendar days are considered past due. A late charge of \$20 per month will apply. Past due fees will be deducted from your Undirected Cash. In accordance with your Plan Agreement and Disclosures, if there is insufficient undirected cash in your account, we may liquidate other assets in your account to pay for such fees after 30 day notification. Accounts with past due fees will be closed. Any remaining assets in the account will be a taxable event to the account holder and will be reported on IRS Form 1099-R. Account reinstatement eligibility will be determined at Midland's sole discretion. All past due fees, late charges, and a \$150 account reinstatement fee must be paid prior to account reinstatement.

CUSTODIAN'S FEES: Midland Trust Company may use and earn income on your uninvested cash, as permitted by law. As the Custodian, Midland Trust Company reserves the right to change all or part of the Custodial Fee Schedule at its discretion with 30 days advance notice. Please refer to the 5305 for the complete disclosure of the uninvested cash policy. A copy of your plan agreement can be found online at www.midlandtrust.com/5305 or by calling our office.

The current Midland fee schedule can be found at www.midlandtrust.com/fee-schedule/

DEPOSITORY COLLECTION SURCHARGE: For Clients with Precious Metals, Midland Trust Company pays all depository bills automatically. If clients do not leave enough cash in their account or a credit card on file to cover depository fees, Midland will charge a \$5 surcharge per depository billing for our additional collection efforts.

PRINT, SIGN, AND RETURN FORM TO MIDLAND TRUST

Signature _____ Printed Name _____ Date _____

FOR PROCESSING, RETURN TO: Midland Trust | P.O. Box 07520 | Fort Myers, FL 33919 | (239) 333-1032 | (239) 466-5496 Fax | www.midlandtrust.com/upload

DOCUMENT #4 Participant Application

Participant Information

Legal Name <i>(Required)</i> <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Dr. _____		Date of Birth <i>(MM/DD/YYYY)</i>	Social Security Number
Legal Address <i>(Required)</i>		City, State, Zip	
Mailing Address <i>(Optional)</i>		City, State, Zip	
Primary Phone	Fax	Mobile	Email Address
Marital Status	Occupation	Referred By	
ID Type ¹	Issued By:	ID Number	Expiration Date

Spouse Participant Information (if applicable)

Legal Name <i>(Required)</i> <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Dr. _____		Date of Birth <i>(MM/DD/YYYY)</i>	Social Security Number
Legal Address <i>(Required)</i>		City, State, Zip	
Mailing Address <i>(Optional)</i>		City, State, Zip	
Primary Phone	Fax	Mobile	Email Address
Marital Status	Occupation	Referred By	
ID Type ¹	Issued By:	ID Number	Expiration Date

Notifications

How would you like to receive your statements?

Online (Free) Monthly (\$60/year) Quarterly (\$20/year) Annually (\$5/year)

Statement charges are \$5 per occurrence, billed at the time of occurrence.

For client online access, Midland Trust requires that you provide an email address in section 1 (above). Midland is required to provide account holder statements, so failure to input an email in section 1 or failure to select an option above will default the account to quarterly cost statements at an annual of \$20.

¹Please include a copy of your photo ID (a cell phone image is acceptable).

Participant Application Continued

Beneficiaries

Select Beneficiary Type: Primary Contingent

Individual				
Name	Social Security Number	Relationship	Date of Birth	Share %
Address		City	State	Zip

Select Beneficiary Type: Primary Contingent

Individual				
Name	Social Security Number	Relationship	Date of Birth	Share %
Address		City	State	Zip

Select Beneficiary Type: Primary Contingent

Individual				
Name	Social Security Number	Relationship	Date of Birth	Share %
Address		City	State	Zip

Select Beneficiary Type: Primary Contingent

Individual				
Name	Social Security Number	Relationship	Date of Birth	Share %
Address		City	State	Zip

In the event of my death, the balance in the account shall be paid to the Primary Beneficiaries who survive me in equal shares (or in the specified shares, if indicated). If the Primary or Contingent Beneficiary box is not checked for a beneficiary, the beneficiary will be deemed to be a Primary Beneficiary. If none of the Primary Beneficiaries survive me, the balance in the account shall be paid to the Contingent Beneficiaries who survive me in equal shares (or in the specified shares, if indicated). If I named a beneficiary which is a Trust, I understand I must provide certain information concerning such trust to the Sponsor.

I understand that I may change or add beneficiaries at any time by completing and delivering the proper form to the Administrator.

 Signature of Participant: _____ Date: _____

The consent of spouse must be signed only if all of the following conditions are present:

- Your Spouse is living
- Your Spouse is not the sole primary beneficiary name and;
- You and your Spouse are residents of a community property state (such as AZ, CA, ID, NV, MN, TX, WV OR WI).

I am the Spouse of the account holder listed above. I hereby certify that I have reviewed the Designation of Beneficiary Form and I understand that I have property interest in the account. I hereby acknowledge and consent to the above Designation of beneficiary other than or in addition to, myself as primary beneficiary. I further acknowledge that I am waiving part or all of my rights to receive benefits under this plan when my spouse dies.

I, Spouse _____ hereby consent to the above Beneficiary designation.

 Signature: _____ Date: _____

DOCUMENT #6 Appointment of Record Keeper

Your signature is required. Please read before signing.

The account holder shown on the front of this application must read this agreement carefully and sign and date this part. By signing this application, you acknowledge the following:

Appointment. I appoint the Midland office named on the top of this application to be the Record Keeper for the self-directed investments in my retirement plan. I understand that I, as the employer, will serve as Trustee and Plan Administrator of the plan and that I can appoint a successor Trustee or Plan Administrator. Written direction shall be construed so as to include facsimile signature. The account is established for the exclusive benefit of the Account holder or his/her beneficiaries.

Adequate Information. I acknowledge that I have received a copy of the Fee Disclosure. I understand that the terms and conditions, which apply to this Account, and are contained in this document. I agree to be bound by those terms and conditions.

Responsibility for Tax Consequences. I assume all responsibility for any tax consequences and penalties that may result from making contributions to, transactions with, and distributions from my Account. I am authorized and of legal age to establish this Account and make investment purchases permitted under the provisions of my Plan Agreement. I assume complete responsibility for: **1)** Determining that I am eligible for an Account transaction that I direct the Record Keeper to make on my behalf; **2)** Insuring that all contributions I make are within the limits set forth by the tax laws; **3)** The tax consequences of any contribution (including rollover contributions and distributions).

I certify under penalties of perjury:

1) that I have provided you with my correct Social Security or Tax I.D. Number; and

2) that I am not subject to backup withholding because: a) I am exempt from backup withholding; or b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or c) the IRS has notified me that I am no longer subject to backup withholding. You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return. Except as described above, we will not release information about you to others unless you or a representative whom you have authorized in writing have consented or asked us to do so, or we are required by law or other regulatory authority.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Until such time as I change or revoke the designation, I hereby instruct the Record Keeper to follow the investment directions which I provide regarding the investing and reinvesting of the principal and interest, as confirmed by direction letters to Record Keeper from the undersigned, for the above-referenced Account.

You are authorized to accept written direction and/or verbal direction which is subsequently confirmed in writing by the authorized party, Record Keeper, or by the undersigned. Written direction shall be construed so as to include facsimile signature.

The account is established for the exclusive benefit of the Account holder or his/her beneficiaries. In taking action based on this authorization, Record Keeper may act solely on the written instruction, designation or representation of the Account holder. I expressly certify that I take complete responsibility for the type of investment instrument(s) with which I choose to fund my Account...

I agree to release, indemnify, defend and hold the Record Keeper harmless from any claims, including, but not limited to, actions, liabilities, losses, penalties, fines and/or third party claims, arising out of my account and/or in connection with any action taken in reliance upon my written instructions, designations and representations, or in the exercise of any right, power or duty of Record Keeper, its agents or assigns. Record Keeper may deduct from the account any amounts to which they are entitled to the reimbursement under the foregoing hold harmless provision. Record Keeper has no responsibility or fiduciary role whatever related to or in connection with the account in taking any action related to any purchase, sale or exchange instructed by the undersigned agents, including but not limited to suitability, compliance with any state or federal law or regulation, income or expense, or preservation of capital or income. For purposes of this paragraph, the terms Record Keeper includes Midland, its agents, assigns, joint ventures, licensees, franchises, affiliates and/or business partners.

In the event of claims by others related to my account and/or investment wherein Record Keeper is named as a party, Record Keeper shall have the full and unequivocal right at their sole discretion to select their own attorneys to represent them in such litigation and deduct from my account any amounts to pay for any costs and expenses, including, but not limited to, all attorneys' fees, and costs and internal costs (collectively "Litigation Costs"), incurred by Record Keeper in the defense of such claims and/or litigation. If there are insufficient funds in my account to cover the Litigation Costs incurred by Record Keeper, on demand by Record Keeper, I will promptly reimburse Record Keeper the outstanding balance of the Litigation Costs. If I fail to promptly reimburse the Litigation Costs, Record Keeper shall have the full and unequivocal right to freeze my assets, liquidate my assets, and/or initiate legal action in order to obtain full reimbursement of the Litigation Costs. I also understand and agree that the Record Keeper will not be responsible to take any action should there be any default with regard to this investment. I understand that no one at the Record Keeper has authority to agree to anything different than my foregoing understandings of the Record Keeper's policy. For purposes of this paragraph, the terms Record Keeper includes Midland, its agents, assigns, joint ventures, licensees, franchises, affiliates and/or business partners.

In executing transfers, it is understood and agreed that I will not hold Record Keeper liable or responsible for anything done or omitted in the administration, custody or investments of the account prior to the date they shall complete their respective acceptance as successor administrator and shall be in possession of all of the assets, nor shall they have any duty or responsibility to inquire into or take any action with respect to any acts performed by the prior Custodian, or Administrator. If any provision of this Application is found to be illegal, invalid, void or unenforceable, such provision shall be severed and such illegality or invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

Important Information for Opening a New Account

To comply with the USA PATRIOT ACT, we have adopted a Customer Identification Program. All new accounts must provide a copy of an unexpired, photo-bearing, government-issued identification (e.g., driver license or passport). The copy must be readable so we can verify the client's name, driver's license number or state issued ID number. If a copy of a valid driver's license or an unexpired state issued ID card cannot be obtained, we will contact the client by telephone to verify their name, address, date of birth, and social security number.

Appointment of Record Keeper Continued

Our Privacy Policy

You have chosen to do business with the Record Keeper named on your account application. As our client, the privacy of your personal non-public information is very important. We value our customer relationships and we want you to understand the protections we provide in regard to your accounts with us.

Information We May Collect

We collect non-public personal information about you from the following sources to conduct business with you:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, or others;

Non-public personal information is non-public information about you that we may obtain in connection with providing financial products or services to you. This could include information you give us from account applications, account balances, and account history.

Information We May Share

We do not sell or disclose any non-public information about you to anyone, except as permitted by law or as specifically authorized by you. We do not share non-public personal information with our affiliates or other providers without prior approval by you. Federal law allows us to share information with providers that process and service your accounts. All providers of services in connection with the Record Keeper have agreed to the Record Keeper's confidentiality and security policies. If you decide to close your account(s) or become an inactive customer, we will adhere to the privacy policies and practices as described in this notice.

Confidentiality and Security

We restrict access to non-public personal information to those employees who need to know that information to provide products and services to you. We maintain physical, electronic, and procedural guidelines that comply with federal standards to guard your non-public personal information. The Record Keeper reserves the right to revise this notice and will notify you of any changes in advance. If you have any questions regarding this policy, please contact us at the address and or telephone number listed on this application

I acknowledge receipt of a signed Fee Disclosure. I understand that failure to submit a signed Fee Disclosure will result in fees "based on value of assets" (See "Fee Disclosures").

I declare that I have examined this document, including accompanying information, and to the best of my knowledge and belief, it is true, correct, and complete. I acknowledge I have read the Fee Disclosure, the Employer Sponsored Plan Account Agreement and agree to abide by their terms as currently in effect or as they may be amended from time to time. PLEASE PRINT, SIGN AND MAIL THIS FORM TO YOUR MIDLAND OFFICE. DO NOT EMAIL THIS FORM AS IT CONTAINS SENSITIVE FINANCIAL INFORMATION.

▶ Account Owner's Signature: _____

Date: _____

DOCUMENT #7 Plan Loan Policies And Procedures

PART I - GENERAL PLAN INFORMATION

Name of Plan: _____

Plan Administrator: _____ Business Phone: _____

Address: _____

Employer: _____

Address: _____

Business Phone: _____ EIN #: _____

PART II - ELIGIBILITY FOR LOANS

Each person who is a party-in-interest with respect to the Plan and Trust as defined in 3(14) of ERISA is eligible to receive a participant loan. This includes active participants, and:

- (a) Beneficiaries;
- (b) Former Participants; or
- (c) Employees who have not met eligibility requirements to enter the plan, but have rollover and/or transfer accounts.

Loans will be made without regard to race, color, religion, sex, age, or national origin.

Participants are permitted to have _____ outstanding loans.

PART III - LOAN APPLICATION PROCEDURE

Any person who is a party-in-interest with respect to the Plan and Trust may apply for a loan (subject to restriction in Part II above) by completing and submitting a loan application to the Plan Administrator on a form available from the Plan Administrator. The Plan Administrator will review the loan application and return it to the individual if it has not been properly completed.

Once the loan application is completed, the plan administrator will review the application and determine whether the individual satisfies the participant loan criteria. If the individual meets the criteria, the loan will be approved. If the criteria are not met, the loan will be denied, and the Plan Administrator will notify the individual in writing of the denial and the reasons for such denial.

PART IV - BASIS ON WHICH LOANS WILL BE GRANTED OR DENIED

Loans will be made to all eligible participants and beneficiaries on a reasonably equivalent basis. In making loans, consideration will be given only to those factors which would be considered in a normal commercial setting by an entity in the business of making similar types of loans. The following factors will be considered:

- Credit worthiness.
- Financial Need
- Other (specify): _____

PART V-LOAN TERMS

Minimum Amount of Loan (Check One):

- Each loan shall be for a minimum amount of \$_____ (may not exceed \$1,000).
- Not Applicable. There is no minimum loan amount.

Maximum Amount of Loan: Generally, if no other plan loans exist (including a defaulted loan), a participant may borrow up to 1/2 of his or her vested account balance, not to exceed \$50,000. The following chart outlines how this maximum limit works:

<u>Vested Account Balance</u>	<u>Maximum Loan Amount</u>
Less than \$100,000	50% of vested account balance \$50,000
Over \$100,000	

However, if the borrower has an outstanding balance on one or more other loans from the plan, then the above limits are reduced by the sum of the outstanding loan balances on the date the new loan is made.

In addition, to prevent borrowers from using "bridge loans," the \$50,000 limit must be further reduced by the excess of:

- the highest outstanding balance of all loans during the 1 year period ending on the date of the loan, over
- the outstanding balance of all loans (including any "defaulted loan" amounts, plus accrued interest) from the plan on the date the loan is made.

Plan Loan Policies And Procedures

For example, a participant or beneficiary with a vested account balance of \$200,000 borrows \$30,000 from his plan on January 1, 2006. On November 1, 2006 he wishes to borrow an additional amount without triggering a taxable distribution. On November 1, the outstanding loan balance is \$20,000. How much more can he borrow from the plan? The answer is \$20,000, calculated as follows:

$$\$50,000 \text{ (loan limit)} - (\$30,000 - \$20,000) - \$20,000 = \$20,000$$

The Loan Worksheet (Exhibit A) may be used to compute your maximum loan limitation.

Maximum Loan Term: A plan loan must be paid within 5 years.

Repayment Schedule: Loan payments must be made in level amortized payments and must be made at least quarterly. The Plan Administrator may require that loan payments be made by payroll deduction. Loan payments may be made by check to the Plan Administrator.

Suspension of Loan Payments

(a) During periods of military service, loan payments will will not be suspended under this plan as permitted under section 414(u)(4) of the Code.

(b) During any participant's leave of absence, as defined in section 72(p) of the Code, loan payments will will not be suspended for a period not to exceed one year.

Security for Loan: As security for the payment of the loan note, the Participant hereby grants the lesser of a 50% security interest in the Participant's account balance, or the loan outstanding principal balance(s), as collateral for the loan. The Plan Administrator may, in its sole discretion, require additional collateral.

PART VI - DEFAULTING ON LOANS

If a borrower does not make a loan payment when due (i.e., the borrower defaults on the loan), the borrower will have:

- until the end of the calendar quarter following the quarter that the loan payment was due; or
 _____ days after such loan payment is due;
to cure the default.

If a borrower fails to make the loan payment by the end of the cure period (specified above) then the following procedure(s) shall apply (check all that apply to this plan):

- If permitted under the maximum loan limits, a new loan will be created in the amount of the default amount.
 The defaulted amount will be reported as a deemed distribution for the tax year in which the cure period ends.

The amount of any defaulted loan plus accrued interest will continue to reduce the amount allowable as a subsequent loan

PART VII - DETERMINING THE LOAN'S INTEREST RATE

The interest rate to be paid by the borrower on the loan must be "reasonable." "Reasonable" is defined to be a rate commensurate with the interest rate charged by persons in the business of lending money for loans which would be made under similar circumstances.

The Plan Administrator shall determine a reasonable rate of interest by:

- ascertaining the rates being charged for similar loans by at least two financial institutions or other firms in the same geographic area who are in the business of lending money;
 using the Prime Rate _____ %; Other (Describe): _____

This process shall be used in determining rates on each day a plan loan is granted. If the loan is renewed, extended, or renegotiated, the interest rate charged for the renewal period must be "reasonable" under the economic conditions prevailing at the time of the renewal. The interest rate used shall be compound _____.

PART VIII - MISCELLANEOUS

Prepayment: The loan may be prepaid in full without penalty at any time. Partial prepayments are also acceptable. Partial prepayments will be credited to principal, and installments shall continue as scheduled. In the event of a partial prepayment, no re-amortization of the loan shall occur.

Loan Expenses: Any expenses incurred in the making, administering or maintaining a participant's loan shall be

- deducted from such Participant's Account under the Plan; or paid by the Participant.

Death of Borrower: In the event the Borrower dies, unless otherwise directed in writing by the Borrower, the loan note shall be treated as an asset of the plan. A Beneficiary shall therefore be responsible for the remaining loan payments, and shall be treated as the Borrower with respect to all of the rules and policies hereunder. The Beneficiary may "disclaim" the portion of the assets attributable to the loan, by providing a Qualified Disclaimer described in section 2518 of the Code. In such a case, the loan note, or if less, any portion of the loan disclaimed, shall be treated as an asset of the Participant's estate.

Refinancing of Loans: Refinanced loans are are not permitted.

Employer Instruction for Midland 401(k)

As the Trustee/Record keeper of your Individual 401(k), there are certain tasks you must perform. Unless you hire a third party, you will be responsible for all administration of the Individual 401(k). Below are several tasks and detailed instructions to help you. This is in no way an inclusive list but this guideline will assist you in the set up of your Individual 401(k) Plan. Please be sure to notify and consult with your tax advisor when you set up this plan.

Please read and initial all below

- _____ 1. You will complete the following forms to set up your Individual K Plan:
 - Fee Disclosure (pg. 7)
 - Employer Sponsored Plan Account Agreement (pg. 3)
 - Individual(k) Adoption Agreement (pgs. 4-5)
 - Roth 401(k) Plan Amendment (pg. 6)
 - Participant Application (pgs. 8-9)
 - Appointment of Record Keeper (pg. 10-11)
 - Contribution Limits
 - Plan Loan Policies and Procedures (pgs. 12-13)
 - Addendum Pages
- _____ 2. You will acquire a federal ID number (EIN) for the plan (See Page 19)
- _____ 3. You will follow all filing requirement for the plan including annual tax filing form 5500 (if applicable), and form 1099-R (see Page 15).
- _____ 4. Loans- You may borrow money from your Individual K Plan. You may be eligible to borrow 50% of the plan value up to \$50,000. To be eligible to borrow money you must complete the following forms:

- Complete the Plan Loan Policies and Procedures on Pages 12-13
- Complete the addendum page which includes Qualified Loan Application, Plan Note and Security Agreement, and Disqualified Parties and Prohibited Transactions. All pages must be completed.

Important - As the plan administrator, you are responsible to collect note payments from yourself. If you do not make these payments back to your 401(k), the note will be in default and the balance of the loan could be taxable to you.

- _____ 5. You acknowledge that this plan can only be established for one person and/or their spouse. If you hire any eligible employees, you must immediately stop contributing and possibly close the plan. Please consult your tax advisor regarding the continuance of this plan.
- _____ 6. NON-RELIANCE CLAUSE – AS THE 401(K) OWNER AND INVESTOR, YOU AGREE THAT MIDLAND TRUST CO. or its subsidiaries or continuing entities) (further known as Midland in this document) HAS NOT GIVEN ANY ADVICE ON ANY INVESTMENT OR ASSET. MOST IMPORTANTLY, YOU HAVE NOT RELIED ON ANY STATEMENTS MADE BY MIDLAND IN MAKING YOUR INVESTMENT DECISION. MIDLAND IS STRICTLY A NEUTRAL IRA SPONSOR & 401(K) PLAN PROVIDER.

Signature And Acknowledgment

The Individual(k) Adoption Agreement, the Fee Schedule, the Employer Sponsored Plan Account Agreement, the Contribution Limits, the Roth 401(k) Plan Amendment, the Participant Application, the Plan Loan Policies and Procedures, and the Addendum Pages encompass the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings between the parties, whether written or oral, with respect thereto. The parties hereby acknowledge and agree that they have not relied on any representation, assertion, guarantee, warranty, other contract or other assurance, except as set forth herein, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. This Agreement may only be amended by a written document duly executed by all parties.

▶ Signature: _____

Name: _____

Date: _____

Employer Instructions for Midland 401(k)

How to Obtain a Federal ID Number (EIN) - Employer Identification Number

The IRS has made this process considerably easier in recent years. You will need this ID number for the plan and for banking purpose to set up a bank account.

- a. Go to the website www.irs.gov
- b. In the main search box type in Online SS4 and it will take you to a search screen
- c. Click on first item in the list - **APPLY FOR AN EIN**
- d. Next Page Click on **APPLY ONLINE NOW** near the bottom of that page
- e. You will now go through the questions that IRS will ask you, they have converted the form to a Question and Answer Format - Click on **BEGIN APPLICATION**
- f. First Question Click on **Additional Types** (last option)
- g. There is an option for **Employer Plan(401(k))**
- h. Continue through the questions - One question after you enter address will be if you want to receive the letter online or through the mail. If you say online, you will have your EIN immediately. This is helpful when you go to the bank to set up your checking account.
- i. Final screen hit **Submit** and you will receive your EIN immediately - Please Print this page

Please save this EIN with your permanent records. You will need to open your bank account and file your taxes (if applicable).

Tax Filings

If your plan assets are less than \$250,000, the form 5500-EZ does not need to be filed. If plan assets exceed \$250,000, the plan administrator will need to coordinate or file the form 5500-EZ for Individual K Plan. The IRS Form 5500-EZ is due July 31 and can be filed manually (it does not have to be E-filed). Completing the IRS Form 5500-EZ not hard to do. It is a short 2 page form and should take no more than 30 minutes to complete.

If you take a distribution (taxable or nontaxable) from the plan, as the administrator you will be required to file form 1099-R and form 1098 Transmittal. These forms are easy to complete and will not take very long. There are many online programs that will automatically submit. Please consult with your tax advisor and stay up to date with changes in the tax laws regarding 401(k)'s.

Additional Items To Be Aware Of

There are a couple more things you need to remember when you open an Individual(k) plan...

Disqualified Person

Who is a "Disqualified Person?" The IRS has restricted certain transactions between the Individual (k) and a "disqualified person." The definition of a Disqualified Person extends into a variety of related party scenarios, but general includes:

- A. The Individual(k) Plan Participant
- B. A fiduciary
- C. A person providing services to the plan
- D. An employer, any of whose employees are covered by the 401(k) Plan
- E. Any employee organization any of whose members are covered by the 401(k) Plan
- F. A 50 percent owner of C or D above
- G. A family member of A, B, C or D above (family members include the fiduciary's spouse, parents, grandparents, children, grandchildren, spouses of the fiduciary's children and grandchildren, but not parents-in-law).
- H. An entity owned or controlled by more than 50 percent of A, B, C, D or E above

Prohibited Transactions

Individual(k) prohibited transactions are any direct or indirect:

- A. Sale or Exchange, or leasing, of any property between a plan and a disqualified person;
- B. Lending of money or other extension of credit between a plan and a disqualified person;
- C. Furnishing of goods, services, or facilities between a plan and a disqualified person;
Transfer to, or use by or for the benefit of, a disqualified person of the income or assets of a plan;
- D. Act by a disqualified person; who is a fiduciary whereby he deals with the income or assets of a plan in his own interests or for his own account; or
- E. Receipt of any consideration for his own personal account by any disqualified person who is a fiduciary from any party dealing with a plan in connection with a transaction involving the income or assets of the plan.