



Entrepreneur Retirement Plan of America

ENTREPRENEUR RETIREMENT PLAN OF AMERICA

SUMMARY PLAN DESCRIPTION

January 1, 2013

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INTRODUCTION

Our Company (the "Company") adopted the Entrepreneur Retirement Plan of America (the "Plan") effective _____.

Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency. In addition, the terms of the Plan cannot be modified by written or oral statements made to you by the Plan Administrator or other personnel.

ELIGIBILITY FOR PARTICIPATION

Eligible Employee

You are an "Eligible Employee" if you are employed by Our Company or any affiliate who has adopted the Plan. However, you are not an "Eligible Employee" if you are a member of any of the following classes of employee:

For purposes of Elective Deferrals, Matching Contributions and Profit Sharing Contributions, any Employee who is included in a unit of Employees covered by a collective bargaining agreement, if retirement benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.

For purposes of Elective Deferrals, Matching Contributions and Profit Sharing Contributions, any leased employee.

For purposes of Elective Deferrals, Matching Contributions and Profit Sharing Contributions, any Employee who is a non-resident alien who received no earned income which constitutes income from services performed within the United States.

Elective Deferrals

You will become a Participant eligible to make Elective Deferrals on the date you attain age 18 and you complete 1 hours of service in a twelve month period (such period will commence on your Employment Commencement Date and the service requirement will be deemed met at the time the specified number of hours of service are completed); provided, that you are an Eligible Employee at the end of that period.

Matching Contributions

You will become a Participant eligible to begin receiving Matching Contributions on the date you attain age 18 and you complete 1 hours of service in a twelve month period (such period will commence on your Employment Commencement Date and the service requirement will be

deemed met at the time the specified number of hours of service are completed), provided that you are an Eligible Employee at the end of that period.

Profit Sharing Contributions

You will become a Participant eligible to begin receiving Profit Sharing Contributions on the date you attain age 18 and you complete 1 hours of service in a twelve month period (such period will commence on your Employment Commencement Date and the service requirement will be deemed met at the time the specified number of hours of service are completed); provided, that you are an Eligible Employee at the end of that period.

Computing Service

All eligibility service with the Employer is taken into account.

CONTRIBUTIONS TO THE PLAN

Elective Deferrals

You may elect to reduce your Compensation (defined below) and make a contribution to the Plan on a pre-tax basis. These pre-tax contributions are known as Elective Deferrals. You may elect to defer up to seventy-five percent (75%) of your Compensation on a pre-tax basis. Federal law also limits the amount you may elect to defer under this Plan and any other retirement plan permitting Elective Deferrals during any calendar year (\$17,500 in 2013). However, if you are age 50 or over, you may defer an additional amount up to \$5,500 (in 2013). Complicated provisions of the Internal Revenue Code may further restrict elective deferrals by "highly compensated" Participants.

You may elect to start, increase or reduce your elections to contribute to the Plan effective as of the dates established pursuant to Plan Administrator procedures. Notwithstanding the foregoing, you may totally suspend your elections at any time.

The Plan Administrator may establish rules regarding the manner in which your elections are made. The rules may also require that certain advance notice be given of any election. Your election regarding Elective Deferrals is only effective for Compensation you will receive in the future. The Plan Administrator may also reduce or totally suspend your election if the Plan Administrator determines that your election may cause the Plan to fail to satisfy any of the requirements of the Internal Revenue Code.

Automatic Contributions

If after receiving a notice from the Plan Administrator, you do not make an Elective Deferral election you will be deemed to have made an Elective Deferral election in the amount of 5% of your Compensation.

NOTE: The automatic elections specified above will not apply if you already had an elective deferral election in effect on the effective date of the automatic enrollment feature.

The automatic elections specified above will be designated as pre-tax Elective Deferrals.

Roth Contributions

Effective January 1, 2011, the Plan allows a newer type of employee contribution to the Plan. This new type of contribution is known as a Roth Contribution and is very much like a contribution to a Roth IRA. Like a Roth IRA, the Roth Contribution to the Plan is made by you on an after-tax basis, but if certain requirements are met, a "qualified distribution" from your Roth Contribution Account in the Plan will not be taxed. However, unlike a Roth IRA, there are no income limitations on who may make a Roth Contribution.

Roth Contributions are Elective Deferrals that are made in the same manner as your pre tax Elective Deferrals. You must designate how much you would like to contribute on a pre-tax basis (normal 401(k) contribution) and how much you would like to contribute as an after-tax Roth Contribution. You are not required to make any Roth Contributions. You may continue to designate all of your elective deferrals as normal pre-tax contributions.

The sum of your Roth Contributions and regular pre-tax 401(k) contributions may not exceed the annual limit on regular 401(k) contributions mentioned above.

As was mentioned above, a "qualified distribution" of your Roth Contributions (and earnings) is not taxable. A "qualified distribution" must be made more than five years after the first Roth Contribution is made and must meet at least one of the following requirements:

- (i) the distribution must be made after you attain age 59-1/2;
- (ii) the distribution must be made to your beneficiary after your death; or
- (iii) the distribution must be made on account of your disability.

Please note that Roth Contributions are not suitable for everyone. Please consult with your tax advisor before making any Roth Contributions to the Plan.

Saver's Credit

If your adjusted gross income is below certain levels, you may be eligible for a nonrefundable income tax credit of up to \$1,000 (the "Saver's Credit"). The Saver's Credit is equal to a specified percentage of your contributions to certain employer-sponsored plans and to certain IRAs. You are eligible for the credit only if you are age 18 or over, are not a full-time student, and are not claimed as a dependent on another person's tax return. The Saver's Credit is subject to other restrictions. Please consult your tax advisor for more information.

Amount of Matching Contributions

The Company will make a Matching Contribution on your behalf if you make a "Matched Employee Contribution" during the Plan Year. A "Matched Employee Contribution" is any Elective Deferral or Catch-up Contribution that you may make.

If you make a "Matched Employee Contribution" the Company will contribute a safe harbor Matching Contribution to your Matching Contribution Account in an amount equal to: (i) 100% of the Matched Employee Contributions that are not in excess of 3% of your Compensation, plus (ii) 50% of the amount of the Matched Employee Contributions that exceed 3% of your Compensation but that do not exceed 5% of your Compensation.

Allocation of Matching Contributions

Matching Contributions will be made to the Plan and allocated to the Matching Contribution Accounts of Participants who meet the requirements of the previous paragraph as soon as administratively feasible after the end of each pay period. Any service requirements specified in the previous paragraph will be applied pro rata and any last day rule specified in the previous paragraph will be applied as of the end of each period provided in the preceding sentence.

Complicated provisions of the Internal Revenue Code may also further restrict matching contributions for highly compensated employees.

Profit Sharing Contributions

The Company may, in its sole discretion, make a Profit Sharing Contribution to the Plan on your behalf if you have completed at least 1 hours of service during the Plan Year or are employed by the Company on the last day of the Plan Year.

Profit Sharing Contributions will be allocated to the Profit Sharing Contribution Accounts of each Participant eligible to share in such allocations after the end of the Plan Year. Such Contributions will be allocated in the ratio that each Participant's Compensation bears to the Compensation of all eligible Participants.

Qualified Nonelective Contributions

In addition to the contributions described above, the Company may make additional Qualified Nonelective Contributions for the benefit of all Participants eligible to make Elective Deferrals who are employed by the Company during the Plan Year. The additional Qualified Nonelective Contributions will be allocated to the Qualified Nonelective Contribution Account of each Participant eligible to share in such allocations in the ratio that such Participant's Compensation bears to the Compensation of all eligible Participants.

Rollovers

The Plan may accept a Rollover Contribution made on behalf of any Eligible Employee, regardless of whether such Employee has met the age and service requirements of the Plan. The Plan Administrator may establish procedures that regulate the method by which Rollovers will be accepted. An Eligible Employee who has not yet met any of the eligibility requirements of the Plan will be deemed a Participant only with respect to amounts, if any, in his Rollover Contribution Account.

Military Service

If you serve in the United States armed forces and must miss work as a result of such service, you may be eligible to receive contributions, benefits and service credit with respect to any qualified military service. In addition, your survivors may be eligible to receive benefits or service credit if you die while performing qualified military service.

Limits on Contributions

The amount that may be contributed to the Plan on your behalf in any year is limited to a fixed dollar amount (\$51,000 in 2013). In addition, contributions cannot exceed 100% of your total compensation.

Compensation

"Compensation" means wages that are shown as taxable wages on your IRS Form W-2. For any self-employed individual, Compensation will mean earned income. For purposes of Elective Deferrals, Matching Contributions and Nonelective Contributions, Compensation will also include any amount you elect to defer on a tax-preferred basis to any Company benefit plan. For purposes of Matching Contributions and Nonelective Contributions, Compensation will include only that compensation which is actually paid to you by the Company during that part of the Plan Year that you are eligible to participate in the Plan.

No more than \$255,000 (in 2013) of Compensation may be taken into account in determining your benefits under the Plan.

VESTING

Participant Contributions

You will have a fully vested and nonforfeitable interest in your Elective Deferral Account, Rollover Contribution Account and Qualified Matching Contribution Subaccount (if applicable).

Matching Contributions

You will have a fully vested and nonforfeitable interest in your Matching Contribution Account.

Qualified Nonelective Contributions

You will have a fully vested and nonforfeitable interest in your Qualified Nonelective Contribution Account described above.

Profit Sharing Contributions

You will have a fully vested and nonforfeitable interest in your Profit Sharing Contribution Account.

DISTRIBUTIONS

Commencement of Distributions

Termination of Employment. You are entitled to receive a distribution from your Account after you terminate employment. This includes termination due to disability. The distribution will start at the time specified in the section titled "Timing and Form of Payment" below.

Late Retirement. If you continue working for the Company after your Normal Retirement Age, your participation under the Plan will continue, and your benefits will begin following the date you terminate employment. The distribution will start at the time specified in the section titled "Timing and Form of Payment" below.

Death. If you die, your Beneficiary will become entitled to receive your vested Account balance. The distribution will start at the time specified in the section titled "Timing and Form of Payment" below.

Normal Retirement Age

"Normal Retirement Age" means the date you reach age 65.

Timing and Form of Payment

Distribution for Reasons Other Than Death. If you become entitled to receive your benefit for any reason other than death, payment of your vested Account may start as soon as administratively feasible. Your account is payable, in cash or in-kind, in one lump sum payment.

Distribution on Account of Death. If you die before distribution of your Account begins, distribution of your entire Account must be completed by December 31 of the calendar year

containing the fifth anniversary of your death unless an election is made by your Beneficiary to receive distributions in accordance with (1) and (2) below:

(1) Distributions may be made over the life or over a period certain not greater than the life expectancy of the Beneficiary commencing on or before December 31 of the calendar year immediately following the calendar year in which you die;

(2) If the Beneficiary is your surviving spouse, the date distributions are required to begin in accordance with item (1) above will not be earlier than the later of (A) December 31 of the calendar year immediately following the calendar year in which you die, or (B) December 31 of the calendar year in which you would have attained age 70-1/2.

If you die after distribution of your Account has begun, the remaining portion of your Account will continue to be distributed under the method of distribution being used prior to your death. If your Account was not being distributed in the form of an annuity at the time of your death, your Beneficiary may elect to receive your remaining vested Account balance in a lump sum distribution.

Cash Out

If the vested amount of your Account (excluding rollovers) does not exceed \$5,000, your vested Account will be distributed from the Plan. You may either elect to receive this distribution in cash or to roll over the distribution to an IRA or the qualified plan of your new employer (but only if your new employer's plan allows such rollovers). However, if the vested amount of your Account exceeds \$1,000 (or such lesser amount as determined by the Plan Administrator in a nondiscriminatory manner) but does not exceed \$5,000 and you do not timely return your election forms, the Plan Administrator must transfer your vested Account to an IRA established in your name; unless the distribution occurs after the later of your Normal Retirement Age or age 62. The mandatory distribution will be invested in an IRA designed to preserve principal and provide a reasonable rate of return and liquidity; expenses will be borne by the account holder. For further information concerning the Plan's automatic rollover provisions, the IRA provider and the fees and expenses attendant to the individual retirement plan please contact the plan administrator at the phone number found in the "ADMINISTRATIVE INFORMATION" section at the end of this summary plan description. The IRA will be issued by an IRA chosen by the Plan Administrator or the payor.

If the vested amount of your Account exceeds \$5,000, you must consent to any distribution of your Account. However, the Plan Administrator may distribute your vested Account in a lump sum without consent at the time that payments must begin under applicable federal law - generally the April 1 following the later of the calendar year in which you attain age 70-1/2 or you terminate employment. Special rules apply to persons who are deemed to own more than 5% of the Company.

Beneficiary

You have the right to designate one or more primary and one or more secondary Beneficiaries to receive any benefit becoming payable upon your death. Your spouse must be your sole primary beneficiary unless he or she consents to the designation of another beneficiary. You may change your Beneficiaries at any time and from time to time by filing written notice of such change with the Plan Administrator.

If you fail to designate a Beneficiary, or in the event that all designated primary and secondary Beneficiaries die before you, the death benefit will be payable to your spouse or, if there is no spouse, to your children in equal shares or, if there are no children to your estate.

INSERVICE DISTRIBUTIONS AND LOANS

Hardship Withdrawals

General Rule. You may receive a distribution on account of hardship from all of your Accounts that are fully vested, except (i) your Qualified Nonelective Contribution Account and (ii) earnings on your Elective Deferral Account credited after the later of December 31, 1988, and the end of the last Plan Year ending before July 1, 1989. Because the plan is a safe harbor plan, you may not receive a distribution on account of hardship from your Matching Contribution Account to the extent it was used to help satisfy the requirements for a safe harbor plan.

Your Roth Contributions may be withdrawn on account of financial hardship in the same manner as your regular 401(k) contributions. Please note however, that the income on the Roth contributions may be taxable (and subject to penalties for early withdrawal) if the withdrawal is not a "qualified distribution."

Immediate and Heavy Financial Need. You may receive a hardship distribution only if the Plan Administrator finds that you have an immediate and heavy financial need where you lack other available resources. The following are the only financial needs considered immediate and heavy:

- (1) Expenses incurred or necessary for medical care, described in Code section 213(d), for you or your spouse, children, or dependents;
- (2) The purchase (excluding mortgage payments) of a principal residence for the Participant;
- (3) Payment of tuition and related educational fees for the next 12 months of post-secondary education for you or your spouse, children or dependents;
- (4) The need to prevent the eviction of you from your principal residence (or a foreclosure on the mortgage on your principal residence);

(5) Payments for burial or funeral expenses for your deceased parent, spouse, children or dependents; or

(6) Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction.

Amount Necessary to Satisfy Need. A distribution will be considered as necessary to satisfy your immediate and heavy financial need only if:

(1) You have obtained all distributions, other than hardship distributions, and all nontaxable loans under all plans maintained by the Company;

(2) Your Elective Deferrals and Voluntary Contributions, if applicable will be suspended for six months after the receipt of the hardship distribution; and

(3) The distribution is not in excess of the amount of an immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution).

Rules Regarding Inservice Distributions

The Plan Administrator may establish uniform procedures that include, but are not limited to, prescribing limitations on the frequency and minimum amount of withdrawals. All distributions will be made in the form of a single sum as soon as practicable following the Valuation Date as of which such withdrawal is made. Such distributions will be paid in cash. Only Employees are eligible to receive inservice distributions.

Loans

If you are an active Employee you may apply for a loan from the Plan. Loans will only be made to persons who the Plan Administrator determines have the ability to repay the loan. You may not receive a loan if the sum of your new loan and the outstanding balance of all of your other loans would exceed the lesser of:

(1) \$50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one year period ending on the day before the loan is made, over the outstanding balance of loans from the plan on the date the loan is made, or

(2) one-half the present value of your nonforfeitable accrued benefit.

Loans must be repaid over a period not extending beyond five years from the date of the loan, unless such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as your principal residence.

The minimum loan amount is \$1,000 and the maximum number of loans outstanding at any one time is 2.

Loan fees may be charged against the Account of the Participant to whom the loan is granted and the Plan Administrator may adopt any administrative rules or procedures that it deems necessary or appropriate with respect to the granting and administering of loans.

You must obtain the consent of your spouse, if any, in order to obtain a loan.

INVESTMENTS

Pooled Accounts

Except for segregated accounts specifically authorized under other provisions of this Plan, all assets are pooled for investment purposes, and your Account is not segregated from other Participant's Accounts.

Qualifying Employer Securities

The Trustee may invest up to 100% of the fair market value of the assets of the Trust Fund in "qualifying employer securities" or "qualifying employer real property".

Voting Rights

You may not direct the Trustee as to the exercise of voting rights with respect to any Trust Fund Investment.

Valuation Dates

Accounts are valued on the last day of the Plan Year. The Plan Administrator may in its sole discretion declare a special Valuation Date for that portion of the Plan that is not daily-valued in extraordinary situations to protect the interests of Participants in the Plan or the Participant receiving the distribution. Such extraordinary circumstances include a significant change in economic conditions or market value of the Trust Fund.

SPECIAL TOP HEAVY RULES

Minimum Allocations

If the Plan is Top Heavy, the Company will generally allocate a minimum of 3% of your Compensation to the Plan on your behalf if you are a Participant who is employed by the Company on the last day of the Plan Year.

Minimum Vesting

If you complete an hour of service while this Plan is top-heavy, all of your Accounts will be 100% vested and nonforfeitable.

CLAIM PROCEDURES

Application for Benefits. You or any other person entitled to benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim must be in writing and must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim.

Timing of Notice of Denied Claim. The Plan Administrator will notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 90 days (45 days if the claim relates to a disability determination) after receipt of the claim. This period may be extended one time by the Plan for up to 90 days (30 additional days if the claim relates to a disability determination), provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial review period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If the claim relates to a disability determination, the period for making the determination may be extended for up to an additional 30 days if the Plan Administrator notifies the Claimant prior to the expiration of the first 30-day extension period.

Content of Notice of Denied Claim. If a claim is wholly or partially denied, the Plan Administrator will provide the Claimant with a written notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) any material or information needed to grant the claim and an explanation of why the additional information is necessary, and (4) an explanation of the steps that the Claimant must take if he wishes to appeal the denial including a statement that the Claimant may bring a civil action under ERISA.

Appeals of Denied Claim. If a Claimant wishes to appeal the denial of a claim, he must file a written appeal with the Plan Administrator on or before the 60th day (180th day if the claim relates to a disability determination) after he receives the Plan Administrator's written notice that the claim has been wholly or partially denied. The written appeal must identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant will be provided, upon request and free of charge, documents and other information relevant to his claim. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator will consider the merits of the Claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. The Claimant will lose the right to appeal if the appeal is not timely made. The Plan Administrator will ordinarily rule on an appeal within 60 days (45 days if the claim relates to a disability determination). However, if special circumstances require an extension and the Plan Administrator furnishes the Claimant with a written extension notice during the initial period, the Plan Administrator may take up to 120 days (90 days if the claim relates to a disability determination) to rule on an appeal.

Denial of Appeal. If an appeal is wholly or partially denied, the Plan Administrator will provide the Claimant with a notice identifying (1) the reason or reasons for such denial, (2) the

pertinent Plan provisions on which the denial is based, (3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits, and (4) a statement describing the Claimant's right to bring an action under section 502(a) of ERISA. The determination rendered by the Plan Administrator will be binding upon all parties.

Determinations of Disability. If the claim relates to a disability determination, determinations of the Plan Administrator will include the information required under applicable United States Department of Labor regulations.

YOUR RIGHTS UNDER ERISA

As a participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). This federal law provides that you have the right to:

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain, once a year, a statement from the Plan Administrator regarding your Accrued Benefit under the Plan and the nonforfeitable (vested) portion of your Accrued Benefit, if any. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

In addition, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining your benefits or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps

you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

MISCELLANEOUS

Domestic Relations Orders

Your benefits under the Plan may be assigned to other people in accordance with a qualified domestic relations order. You may obtain, without charge, a copy of the Plan's procedures regarding qualified domestic relations orders from the Plan Administrator.

Disability

Under this Plan, you are disabled if you have been determined disabled by the Social Security Administration and you are eligible to receive disability benefits under the Social Security Act.

Loss of Benefit

Except as provided below, your account is not subject to any form of attachment, garnishment, sequestration or other actions of collection afforded creditors and your benefits are free from attachment, garnishment, trustee's process, or any other legal or equitable process. You

may not alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which you may expect to receive, contingently or otherwise, under the Plan, except that you may designate a Beneficiary.

However, you may lose all or part of your balance:

Under the terms of a qualified domestic relations order.

To comply with any federal tax levy.

To comply with the provisions and conditions of a judgment, order, decree or settlement agreement between you and the Secretary of Labor or the Pension Benefit Guaranty Corporation relating to your violation (or alleged violation) of ERISA fiduciary responsibilities.

If we cannot locate you when your benefit becomes payable to you.

Amendment and Termination

The Company may amend, terminate or merge the Plan at any time. However, no such action may permit any part of Plan assets to be used for any purpose other than the exclusive benefit of participants and beneficiaries or cause any reduction in the amount credited to your account. If the Plan is terminated, all amounts credited to your accounts will become 100% vested.

Fees

Your account may be charged for some or all of the costs and expenses of operating the Plan. Such expenses include, but are not limited to, investment expenses and costs to process loans, plan distributions and domestic relations orders.

Insurance

Your account is not insured by the PBGC because the Plan is not a defined benefit pension plan.

Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

ADMINISTRATIVE INFORMATION

1. The Plan Sponsor and Plan Administrator is Entrepreneur Retirement Benefits, LLC.

Its address is P.O. Box 8066, Wichita Falls, Texas 76301-8066.

Its telephone number is 940-322-5086.

Its Employer Identification Number is 45-3052225.
2. The Plan is a 401(k) profit-sharing plan which has been designated by the sponsor as its plan number 001.
3. The Plan's designated agent for service of legal process is a member or manager of the entity named in item 1. Any legal papers should be delivered to one of them at the address listed in item 1. However, service may also be made upon the Plan Administrator or a Trustee.
4. The Plan's assets are held in a trust created under the terms of the Plan. The Trustee is Monty W. Walker, LLC. Its principal place of business is P.O. Box 8066, Wichita Falls, TX 76307-8066.
5. The Company's fiscal year and the Plan Year ends on December 31.
6. If the Plan is established or maintained by two or more employers, you can obtain a complete list of the employers sponsoring the plan upon written request to the plan administrator (this list is also available for examination by participants and beneficiaries); you may also receive from the plan administrator, upon written request, information as to whether a particular employer is a sponsor of the plan and, if the employer is a plan sponsor, the sponsor's address.

Custom Language

I. ADOPTION AGREEMENT

A. Plan Sponsor

Entrepreneur Retirement Benefits, LLC, is the Plan Sponsor. The Plan Sponsor is not related to any of the participating employers (hereafter referred to as “Co-sponsors”). The Plan Sponsor intends the Entrepreneur Retirement Plan of America (Plan) to qualify as a multiple employer plan under Internal Revenue Code 413(c) and applicable regulations.

Our Company is a Co-sponsor.

It is contemplated that:

1. The determination of “Highly Compensated Employee” and “Key Employee” status shall be made separately for each Co-sponsor, taking into consideration only those Co-sponsor Employees who perform services for such Co-sponsor (including members of its control group);
2. For the purposes of the Top Heavy Requirements of Code § 416, top-heavy determination shall be made separately with respect to each Co-sponsor (including members of its control group);
3. For the purpose of minimum coverage and nondiscrimination testing, each Co-sponsor must separately satisfy the minimum coverage requirement under Code § 410(b) and the nondiscrimination requirements under Code Section 401(a)(4) (including the ADP and ACP Tests, as applicable) taking into account only Employees of that Co-sponsor; and
4. The plan fiduciaries shall be independent of each Co-sponsor, and shall be chosen by Entrepreneur Retirement Benefits, LLC.

B. Co-sponsors

As a multiple employer plan under Code § 413(c), Employers may, with the written consent of the Plan Sponsor or its designee, become Co-sponsors under this Plan and Trust by executing an Adoption Agreement. Employees of the Co-sponsors are eligible to participate in the Plan only to the extent expressly provided in the Adoption Agreement. Co-sponsors agree:

1. Not to maintain any other qualified plan for any of its Employees during the same period of time while it is a Co-sponsor of this Plan and Trust, except as otherwise disclosed in its Adoption Agreement;
2. To be bound by all the provisions of the Plan;

3. To be bound by all the provisions of the associated Trust;
4. To pay its share of the expenses of the Plan and Trust as they may be determined from time to time in the manner determined by the Plan Sponsor; and
5. To provide the Plan Sponsor, or its designee, with full, complete, and timely information on all matters necessary to operate the Plan and Trust.

In the event that any of the foregoing conditions are violated, the Co-sponsor's Adoption Agreement shall immediately terminate and the Plan Sponsor or its designee shall cause that portion of the Plan allocable to Employees of such Co-sponsor to be spun-off to a separate plan and trust. Administrative expenses allocable to the operation of such separate plan shall be charged directly to the separate plan and trust.

II. PARTICIPATION BY CO-SPONSOR

The following shall apply to the participation of an Employer that becomes a Co-sponsor of the Plan:

- A. A Participant who transfers from a Co-sponsor to any other Co-sponsor shall not be deemed to have had a termination of employment for purposes of the Plan.
- B. All other terms and conditions of the Plan shall apply to the participation of such Co-sponsor and its employees, except as follows:
 1. The right to direct, appoint, remove, approve the accounts of or otherwise deal with the Trustee is specifically reserved to the Plan Sponsor or its designees; and
 2. The right to amend or terminate the Plan is specifically reserved to the Plan Sponsor, provided that this reservation shall in no event be construed to prevent any Co-sponsor from requesting a termination of its Adoption Agreement at any time during its participation as a Co-sponsor of this Plan.

III. AMENDMENT AND TERMINATION OF ADOPTION AGREEMENT

A Co-sponsor may at any time elect to amend its Adoption Agreement only with the consent of the Plan Sponsor. A Co-sponsor may, at any time, elect by appropriate amendment or action affecting only its own status hereunder to request disassociation from this Plan but to continue the Plan and the portion of the Trust as it pertains to itself and its employees as an entity separate and distinct from this Plan if otherwise permitted by law. Termination of the participation of any one Co-sponsor shall not affect the participation of any other Co-sponsor nor terminate the Plan with respect to them and/or their employees.

IV. PAYMENT OF EXPENSES BY CO-SPONSORS

Each Co-sponsor shall be liable for and shall pay at least annually its fair share of the expenses related to the operation of the Plan and Trust, to the extent that such expenses are not borne by the Trust Fund; such expenses shall be determined by the Plan Sponsor in its sole discretion.

V. FIDUCIARY RESPONSIBILITY RESERVED FOR PLAN SPONSOR

At no time shall any Co-sponsor act with, or possess, any authority or discretion over the Plan, its management, operation, administration, or disposition of assets. All fiduciary responsibility is strictly reserved to the Plan Sponsor or its designees.

VI. ADMINISTRATIVE PROCEDURES REGARDING QUALIFIED EMPLOYER INVESTMENTS

Participant investment in Qualifying Employer Securities (QES) described in Plan § 9.04 shall be limited to the vested value of the Participant's Rollover Contributions described in Plan § 4.05. In addition:

- A. The minimum QES investment shall be \$50,000; and
- B. If a Participant is not an officer or director of the Co-sponsor (i.e., not in a position of control over the Co-sponsor):
 - 1. Such Participant must obtain a written statement from both their Attorney and their Certified Public Account indicating that the QES investment is prudent as an investment for the Participant; and
 - 2. Such Participant must obtain the written consent of their Spouse and/or Beneficiary stating they believe that the QES investment is in their best interest.

VII. TYPE OF CO-SPONSOR SAFE HARBOR CONTRIBUTIONS

Pursuant to Plan Section 5.02, the Plan is intended to be a safe harbor plan. The Matching Contributions provisions of Plan Section 4.02 shall be the general default safe harbor contribution. In addition:

- A. A Co-sponsor, with prior approval of the Plan Sponsor or its designee, may elect to make a safe harbor non-elective contribution in lieu of the Matching Contribution referenced above. The safe harbor non-elective contribution shall be elected in the Co-sponsor's Adoption Agreement and shall be equal to 3% (or such higher percentage as elected by the Co-sponsor) of each Participant's Compensation for the Plan Year. The provisions of Plan Section 5.02 shall apply to this safe harbor non-elective

contribution.

- B. A Co-sponsor, with prior approval of the Plan Sponsor or its designee, may elect in the Co-sponsor's Adoption Agreement to not make safe harbor contributions of any type to the Plan. If so elected, the nondiscrimination provisions of Plan Section 5.02 shall apply.

Any professional compliance testing fees, Top Heavy contributions, and associated consulting as a result of the elections referenced above, will be billed directly to the Co-sponsor for immediate payment pursuant to its Adoption Agreement.

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