



401K APPLICATION INSTRUCTIONS

MAILING ADDRESS

Horizon Trust Company
P.O. Box 30007
Albuquerque, New Mexico 87190

FOR OVERNIGHT NIGHT MAIL ONLY:

Horizon Trust Company
6301 Indian School Rd. NE, Suite 614
Albuquerque, NM 87110

HOW THE PROCESS WORKS:

Step 1: Open Your Account

- Fill out and Submit Your 401K Account Application
- Review the Fee Schedule and Your Account Disclosures

Step 2: Fund Your Account

- Fund your Self Directed 401K Account by means of Contribution, Transfer, Rollover, Recharacterized Contribution and/or Inherited Traditional IRA.

Step 3: Direct Your Investment

- Contact Horizon Trust Company to discuss your direction of investment – let us know you've found an investment opportunity and fill out all necessary paperwork.

INSTRUCTIONS AND GUIDELINES FOR COMPLETING THE FEE SCHEDULE FORM

Included with your Application is the Horizon Trust Company Fee Schedule Form. Please review the fees and then sign and date the form.

INSTRUCTIONS AND GUIDELINES FOR COMPLETING THE APPLICATION

Please read each section of the application thoroughly and fill in applicable and required sections. All sections listed below must be completed in order to process your application.

Part 1. Client Information – In this section, please fill in all the required contact information.

Part 2. Employer Information – In this section please fill out all your business information. Such as your company name, your EIN number and business address.

Part 3. The Plan Trustee – This could be your information or anyone you elect to be your Trustee.

Part 4. Plan Loans - In this section you are going to mark YES Although the plan is designed primarily to help you save for retirement, you may take a loan from the plan if the loan is used for...

- You will mark the first box (any purpose)
- You will be permitted to have only (2) Loans outstanding at a time.
- Select the box 50,000.00 or one-half of vested balance in the plan, whichever is less.
- Prime rate (as specified by the wall street Journal)plus (2%)
- Select New Plane-the effective date of the plan is?
- At the bottom of the page you will sign and date it.

Part 5. 401k Plan Disclosure and Hold Harmless – In this section please fill in all the require contact information (your personal information).

-By this document and a Self-Administered Prototype 401(k) plan agreement, the Company is the plan provider for the _____ a Self-Administered Prototype 401(k) Plan. The Company is not a fiduciary under the plan.. (In the blank your 401k name)

Part 6. Fee Payment Options – In this section; please select how the activation and annual fees for your account will be paid.

**if you choose to pay your fees by Credit Card-you MUST fill out the Credit Card information

Part 9. Signatures – In this section, please sign on Account Owner and Trustee

If you have any Questions regarding your Application please contact us:

Horizon Trust Company
Phone: 888-205-6036 Fax: 505-288-3905
New Accounts Email: newaccounts@horizontrust.com
Mailing Address: P.O. Box 3007, Albuquerque, NM 87190



401K ACCOUNT APPLICATION

MAILING ADDRESS
Horizon Trust Company
P.O. Box 30007
Albuquerque, New Mexico 87190

FOR OVERNIGHT NIGHT MAIL ONLY:
Horizon Trust Company
6301 Indian School Rd. NE, Suite 614
Albuquerque, NM 87110

Part 1. CLIENT INFORMATION

Name: _____ Social Security No.: _____ Date of Birth: _____
Address: _____ City: _____ State: _____ Zip: _____
Home Phone: _____ Work: _____ Email Address: _____

Part 2. EMPLOYER INFORMATION

Name of Company adopting the plan: _____
Type of business: Sole Proprietorship Partnership LLC C Corporation S Corporation Other
Federal Tax Identification Number: _____ Fiscal Year End: _____ Business Phone: _____
Business Address: _____ City: _____
(Must be physical address not P.O. Box)
State: _____ Zip: _____ State of business incorporation: _____

Part 3. THE PLAN TRUSTEE(S)

Trustee Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Signature of the Trustee: _____ Title: _____

Part 4. PLAN LOANS

- NO.** Your plan is designed to help you save for retirement and does not allow you to take a loan from your account under the Plan. If "No" is selected, the remainder of this section will not apply to the Plan.
- YES.** Although the Plan is designed primarily to help you save for retirement, you may take a loan from the Plan if the loan is used for:
- any purpose to purchase your principal residence to pay for funeral expenses
 - to pay for post-secondary tuition for you or your immediate family
 - to pay medical expenses for you or your immediate family
 - to pay rent or mortgage payments to prevent eviction or foreclosure from your principal residence
 - to pay uninsured damage to your principal residence

You will be permitted to have only 2 loan(s) outstanding at a time.

The maximum loan amount available to you will be: \$50,000 or one-half of the vested balance in the Plan, whichever is less. (maximum allowed) other _____

The interest for your loan will be computed using the: prime rate (as specified by the Wall Street Journal) plus 2% %.
prime rate +2% is the minimum allowed

When did the Plan become effective? New Plan – the effective date of the Plan is _____, _____.
 Amendment and Restatement of Prior Plan – Original Plan date _____ Amended Plan date _____

FEE DISCLOSURE: One-time Set-Up Fee **-\$350** Annual Fee - Please see Fee Schedule for complete list of services and associated fees

SIGNATURE of account holder: _____

Signed this _____ day of _____, _____ PLAN NO. _____
(For Official Use)

Self-Administered Prototype 401(k) Plan Disclosure and Hold Harmless

Important! This form contains important disclosures about your duties and responsibilities with regard to opening a Self-Administered Prototype 401(k) Plan ("Plan") with Horizon Trust Company ("Company") as your Prototype Plan Provider.

As a Prototype Plan Provider, the Company is not responsible for record keeping for any participant in the Plan. You are responsible for producing the statements for plan participants as well as filing any necessary reports with the government or the IRS pertaining to the plan. The Company is not the Plan Administrator and does not have fiduciary responsibility for investment of Plan assets, administration of the Plan, or preparing reports for the Plan. Any actions of the Company are solely based on the instructions and direction of the Plan Administrator, the Trustee, and the Custodian. .

The Plan Administrator, Trustee for the Plan, and Custodian are responsible for Plan investments, costs and fees, and are responsible for answering questions concerning the investment of Plan assets, costs and fees, and any matter relating to the Plan

You should seek the advice of legal counsel and other professional advisors with respect to your investments. Read this entire form carefully before you complete and sign it! By signing this form you consent to all terms and provisions shown on all pages.

Accountholder: _____

Address : _____ City : _____ State : _____ Zip : _____

SSN: _____ Phone Number: _____ Email Address: _____

By this document and a Self-Administered Prototype 401(k) plan agreement, the Company is the plan provider for the _____, a Self-Administered Prototype 401(k) Plan. The Company is not a fiduciary under the Plan.

1. I understand that it is not the responsibility of the Company to issue or give advice as to the administration, investment decisions, fee and cost structure of the Plan, or deductibility or non-deductibility of any contributions to the Plan. The reporting of contributions and how contributions are handled are the sole responsibility of the Plan Administrator and the Trustee.
2. As the plan provider, the Company shall act only at the direction of the Trustee and the Plan Administrator and the authorized agent of the Trustee or Plan Administrator. Directions and instructions to the Company shall be in writing, subject to the Company's discretion to act in its discretion upon verbal instructions from the Trustee or Plan Administrator.
3. The Company does not have a right or duty to question any direction or instructions of the Trustee, Plan Administrator, Custodian or participant in the Plan or make recommendations regarding the investment of funds. The Trustee or Plan Administrator may direct the Company to with respect to its role as a prototype plan provider. The Company does not have a duty to determine if any instructions received from a Trustee, Plan Administrator, Custodian, or Plan participant to determine if any instructions are consistent with the terms of the Plan
4. The Company does not have a duty to review the assets held in the Account with respect to the safety, risk, or timeliness, and shall render no opinion as to property so held or as to the advisability of subsequent purchases directed by the Trustee, Plan Administrator, or Agent. The Company shall not be held liable or otherwise accountable for losses incurred as a result of decisions or actions made in accordance with the Trustee, Plan Administrator, or Custodian's directions. The Company shall be fully protected in taking or failing to take any actions in reliance on the instructions or representations of the Trustee, Plan Administrator, or Custodian.
5. The Company is not responsible for communicating forwarding or notifying any party, including the Trustee, Plan Administrator, or Custodian with respect to any communication or matter which comes to the attention of or is received by the Company with respect to any account administered under the Plan.
6. The Company does not assume or incur any liability for or have a duty to inquire into or take action with respect to any acts performed or omitted to be performed by a former Trustee, Plan Administrator or Custodian of the Plan.
7. Except to the extent required by the Employee retirement Income Security Act of 1974 ("ERISA") and related regulations, if any, the Company shall not be a fiduciary, as that term is used under ERISA to the Plan, the Trustee, the Plan Administrator, Custodian, or the participant(s).

8. The Trustee, Plan Administrator, and you are responsible for assuring that certain transactions are prohibited under IRC §4975, ERISA, and related regulations. The Trustee, Plan Administrator, and Custodian have the sole duty to ensure that any actions directed by the Trustee, Plan Administrator, or Custodian do not constitute related-party or prohibited transactions under the provisions of such laws and regulations. The Company shall never be held liable in the event a prohibited transaction results in any loss or penalty to the Plan. The Company does not offer advice as to the form of the Plan, the administration of the Plan, or to ERISA in general. The Company does not offer any tax or legal advice. The Trustee, Plan Administrator, and Custodian shall have the sole duty and responsibility to administer the Plan in accordance with its terms and all applicable laws, rules and regulations, and as need to consult a tax advisor, attorney, the Department of Labor, or the Internal Revenue Service.
9. The Company may respond to any subpoena without prior notice to the Trustee.
10. The Company, as the Prototype Plan Provider, is responsible for record keeping and the administration of the Plan. This includes producing the statements for plan participants as well as filing any necessary reports with the government or the IRS pertaining to the Plan.
11. The Company is in no way responsible for monitoring the performance of the investments held within the Account or Plan.

CREDIT CARD INFORMATION (For Fees)

Charge Credit Card

I have read and understand the Self-Directed IRA Account Agreement regarding the credit card charge and I authorize the credit card payment by Horizon Trust Company for fees to establish the IRA account

Card Type: Master Card Visa Discover American Express

Name on Card: _____ Card Number: _____

Billing Address For Card: _____ Expiration Date: _____

City/State/Zip: _____ Card Security Code (CSC): _____

I authorize Horizon Trust Company to initiate fees pursuant to the current Horizon Trust Company Fee Schedule for the below listed account numbers.

Account #: _____ Account #: _____

Account #: _____ Account #: _____

Account #: _____ Account #: _____

Signature of Card Holder : _____

Signature of Account Owner: _____

PLAN ADMINISTRATOR

Signature: _____

Dated: _____

Its: _____

TRUSTEE

Signature: _____

Dated: _____

Its: _____