

2520062760338

06 JUN -6 PM 1:30

May 31, 2006

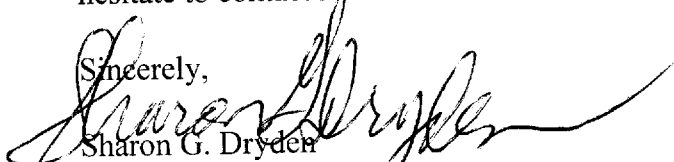
Top Hat Plan Exemption
Employee Benefits Security Administration
Room N 1513
U.S. Department of Labor
200 Constitution Ave. N.W.
Washington, DC 20210

To Department of Labor:

Please find attached the 457b Adoption Agreement plan for Mr. Clyde McQueen/President/CEO for the Full Employment Council.

If you need any additional information or if I may of further assistance, please do not hesitate to contact me.

Sincerely,

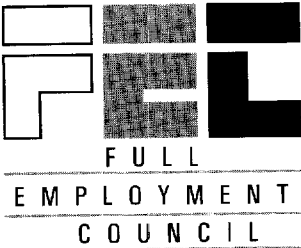


Sharon G. Dryden
Human Resources/Benefits Manager

CC: Roger Bennett, CLU, CHFC

Serving Kansas City, Missouri, and Clay, Platte, Cass, Ray, and Jackson Counties
1740 Paseo • Kansas City, Missouri 64108 • Telephone (816) 471-2330

An Equal Opportunity Employer



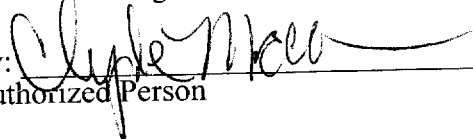
Alternative Reporting And Disclosure Statement For Nonqualified Deferred Compensation Plans

To: Top Hat Plan Exemption
Employee Benefits Security Administration
Room N 1513
U.S. Department of Labor
200 Constitution Ave. N.W.
Washington, DC 20210

In compliance with the requirements of the alternative method of reporting and disclosure under Part I of Title I of the Employee Retirement Income Security Act of 1974 for un-funded or insured pension plans for a select group of management or highly compensated employees, specified in Department of Labor Regulations, 29 CFR Sec. 2520.104-23, the following information is provided by the undersigned administrator:

1. The name of the Employer is: Full Employment Council
2. The mailing address of the Employer is: 1740 Paseo
Kansas City, MO 64108
3. The Employer Identification Number is: 43-1377197
4. The above named Employer maintains a Plan (or Plans) primarily for the purpose of providing deferred compensation benefits for a select group of management or highly compensated employees.
5. Number of Plans and Eligible Employees in each Plan:
One Plan covering 1 Eligible Employee.
6. The Employer will provide a copy of the agreement(s) to the office of Pension and Welfare Benefit Program upon request.

Full Employment Council
A Missouri Organization

By: 
Authorized Person

Dated: 5/30/06

DD 2375

1
Serving Kansas City, Missouri, and Clay, Platte, Cass, Ray, and Jackson Counties
1740 Paseo • Kansas City, Missouri 64108 • Telephone (816) 471-2330



Principal Life Insurance Company
Raleigh, NC 27612
1-800-999-4031
A member of the Principal Financial Group®

**THE EXECUTIVE
457(b) RETIREMENT PLANSM**

Service Agreement – Advantage Nonqualified Mutual Fund Financing – Advisor Preferred

This agreement is made this 16 day of May, 2006, between Principal Life Insurance Company, an Iowa corporation, located at 711 High Street, Des Moines, IA 50392 and **Full Employment Council**, located at 1740 Paseo, Kansas City, MO 64108 (“Company”).

RECITALS:

Whereas, the **Company** has established a Nonqualified Executive Benefit Program and will use mutual funds as the financing method; and

Whereas, **Principal Life Insurance Company** is in the business of providing administrative services to companies offering Nonqualified Executive Benefit Programs to certain of their eligible employees (the “**executives**”); and

Whereas, the **Company** wishes to retain **Principal Life Insurance Company** to provide administrative services for The Executive 457(b) Retirement PlanSM, hereinafter referred to as the “**Plan**”; and

Whereas, **Principal Life Insurance Company** is willing to provide such services and undertake such actions on the terms and conditions set forth in this Agreement,

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the undersigned parties agree as follows:

1.0 Appointment of Principal Life Insurance Company:

- 1.1 The **Company** hereby appoints **Principal Life Insurance Company** as its administrative service provider for the purposes and according to the terms set forth herein.
- 1.2 **Principal Life Insurance Company** hereby accepts such appointment, upon the terms and conditions set forth herein.

2.0 The Plan:

- 2.1 The **Company** agrees to provide **Principal Life Insurance Company** a copy of all plan documents, forms and administrative procedures regarding the Plan, and such other information and documents needed by **Principal Life Insurance Company** to provide services to the Plan.
- 2.2 The **Company** agrees to promptly provide **Principal Life Insurance Company** with all amendments or modifications to the Plan documents and all such other information as **Principal Life Insurance Company** may reasonably request to perform its duties.
- 2.3 The **Company** represents, acknowledges and agrees that **Principal Life Insurance Company** may rely on all documents and information provided to it by the **Company** as being complete and accurate.
- 2.4 The **Company** shall appoint one or more employees to act as its representative (“**Company representative(s)**”) to coordinate Plan administrative service matters with **Principal Life Insurance Company**.

3.0 Plan Implementation:

- 3.1 **Principal Life Insurance Company** agrees to assist the **Company** in implementing the Plan by providing the services described in Appendix A to this Agreement.
- 3.2 In consideration for its services under this Agreement, the **Company** shall pay or cause the Plan to pay **Principal Life Insurance Company** for services selected as set forth in Appendix B, “the Election of Services and Fees”.

4.0 Purchase and Redemption of Mutual Fund Shares:

- 4.1 The **Company** directs **Principal Life Insurance Company** to coordinate the Purchases and Redemptions of mutual funds shares in accordance with instructions provided by the **Company**.
- 4.2 **Principal Life Insurance Company** utilizes Princor Financial Services Corporation (“**Princor**”), a licensed broker-dealer and member of the National Association of Securities Dealers (“**NASD**”), as its broker-dealer for executing purchases and redemptions of mutual fund shares. **Princor** is a member company of The Principal Financial Group, Inc.
- 4.3 **Principal Life Insurance Company** will transmit **Company’s** instructions to **Princor** for mutual fund purchases and redemptions.

5.0 General Provisions:

5.1 Limitation of Administrative Duties.

- 5.1.1 The parties acknowledge and agree that **Principal Life Insurance Company** is not a fiduciary, trustee or administrator of the Plan.
- 5.1.2 The parties acknowledge and agree that **Principal Life Insurance Company** does not provide legal, accounting, tax or investment advisory services.
- 5.1.3 The parties acknowledge and agree that **Principal Life Insurance Company** merely transmits **Company’s** directions to the purchase or redemption of mutual fund shares to **Princor**. The parties further agree that **Principal Life Insurance Company** neither can nor does guarantee the execution of orders to purchase or redeem mutual fund shares.

5.2 Limitation of Liability.

- 5.2.1 **Principal Life Insurance Company** shall not be responsible for any losses or damages to the Plan or the **Company** other than those resulting directly from **Principal Life Insurance Company’s** gross negligence or willful disregard of its duties under this Agreement; provided, however, that in no event shall **Principal Life Insurance Company** be liable for any error or inaccuracy in the transmission of information because of a breakdown or failure of transmission or communication facilities.
- 5.2.2 **Princor** shall not be responsible for any losses or damages to the Plan or the **Company** other than those resulting directly from **Princor’s** gross negligence or inability to act upon properly submitted instructions by **Principal Life Insurance Company**.
- 5.2.3 **Principal Life Insurance Company** website is intended to provide summary information only and does not supersede reports, confirmations or other primary source documents.

- 5.3 Term.
- 5.3.1 This Agreement shall commence as of the date of this Agreement and continue until terminated by any party upon ninety-days (90) prior written notice.
- 5.3.2 **Principal Life Insurance Company** reserves the right to terminate this agreement for non-payment of any fees due by **Company** to **Principal Life Insurance Company**. Fees are due upon receipt and there is a ninety-day (90) grace period.
- 5.3.3 In the event that any party to this Agreement files a petition for bankruptcy, or loses any licenses required in order to perform the services contained herein, this Agreement shall be deemed to immediately terminate.
- 5.4 Termination. Termination of this Agreement shall not affect any other agreements between or among the parties.
- 5.5 Principal Life Insurance Company's Authority. The **Company** hereby authorizes **Principal Life Insurance Company** to have access to all information contained in the Plan's custodial accounts so as to permit **Principal Life Insurance Company** to provide the administrative services set forth in this Agreement.
- 5.6 Construction of this Agreement.
- 5.6.1 No provision of this Agreement shall be construed so as to violate the Plan, or any law, rule, regulation or order of any federal or state governmental or regulatory authority, including, without limitation, the Internal Revenue Code, ERISA, the Securities and Exchange Commission, NASD.
- 5.6.2 The parties agree that this Agreement shall be construed as though jointly drafted by the parties and according to the fair intent of the language as a whole and not for or against any party.
- 5.7 Amendments or Modifications. This Agreement may be amended or modified only in writing signed by both of the parties.
- 5.8 Authorization. Each of the parties represents that it has duly authorized the execution, delivery, and performance of this Agreement and that this Agreement is a valid and binding obligation.
- 5.9 Entire Agreement. This Agreement sets forth the entire understanding of the parties with regard to the matters set out herein.
- 5.10 Governing Law. This Agreement shall be governed by the laws of the State of North Carolina without regard to conflict of law principles.
- 5.11 Assignment. This Agreement may not be assigned by any party without the written consent of the other party. Any attempted assignment without such consent shall be void and of no effect.
- 5.12 Performance of Functions. **Principal Life Insurance Company**, to the extent it deems necessary or appropriate, may engage an affiliate or outside agent to perform any functions described in this Agreement as appropriate or required by law. Compensation to such affiliate or outside agent, if any, shall be paid by **Principal Life Insurance Company** and will not change the fee structure described in this Agreement.

5.13 Confidentiality. The parties acknowledge that during the course of this Agreement they may receive or learn confidential, business, proprietary or other like information concerning each other (the “**Confidential Information**”). The parties agree to keep all Confidential Information strictly confidential and not to disclose to any third party any Confidential Information without the prior written consent of the other. Further, each party covenants and agrees that it will not appropriate any Confidential Information to its own use or to the use of any third party. The parties agree to take at least such precautions to protect the Confidential Information as it takes to protect its own confidential and proprietary information.

5.13.1 Upon learning of any unauthorized disclosure or use of Confidential Information, a party shall notify the other party promptly and cooperate fully to protect such Confidential Information.

5.13.2 If a party believes it is required by law, subpoena or court order to disclose any Confidential Information, then such party shall promptly notify the other party and provide a copy of the subpoena, court order or other demand and make reasonable efforts to allow the other party an opportunity to seek a protective order or other judicial relief.

5.14 Notice. For purposes of this Agreement, Notice shall be considered to have been given if it is provided by one Party to the other by U.S. mail or nationally recognized overnight courier to the following mailing addresses:

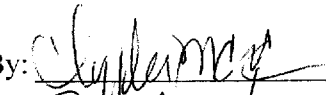
Principal Life Insurance Company
711 High Street
Des Moines, IA 50392

Full Employment Council
Attn: Tirhas Kidane
1740 Paseo
Kansas City, MO 64108

IN WITNESS WHEREOF, this Agreement is executed as of the date above written.

Full Employment Council

Principal Life Insurance Company

By: 
Its: President/CEO
Plan Administrator

By: _____
Its: _____

APPENDIX A

**PRINCIPAL LIFE INSURANCE COMPANY
PLAN LEVEL SERVICES**

1.0 INITIAL PLAN REVIEW: **Principal Life Insurance Company** will review Plan documents to make sure they coordinate with **Principal Life Insurance Company's** administrative capabilities.

2.0 PLAN IMPLEMENTATION: **Principal Life Insurance Company** will provide the following services to assist the **Company** in implementing and administering the Plan:

- 2.1 Prepare prototype Plan documents for legal review.
- 2.2 Prepare enrollment material, review Plan communications with eligible employees/Plan members (“**executives**”), and help organize enrollment meetings and presentations.
- 2.3 Set up Plan liability administration system to track executives’ account balances.

3.0 PLAN FINANCING:

- 3.1 Based upon the mutual funds selected by the **Company** (maximum of 40), **Principal Life Insurance Company** will transmit to **Princor** the necessary information so that **Princor** can create the proper accounts with each of the fund families selected.
- 3.2 Instruct **Company** representatives on electronic wire transfer procedures generally.

4.0 PLAN ADMINISTRATIVE SERVICES:

4.1 Plan-level administrative services:

- 4.1.1 **Principal Life Insurance Company** shall provide internet access to **Company** to view Plan values and allocation designations made by each participating executive.
- 4.1.2 **Principal Life Insurance Company** shall provide a Plan liability report to **Company** showing accounting for Plan expenses.
- 4.1.3 **Principal Life Insurance Company** shall provide a Plan asset report reflecting values of the mutual fund accounts at a frequency as selected by **Company** in Appendix B.
- 4.1.4 **Principal Life Insurance Company** shall provide such general payroll and accounting record keeping assistance, as **Company** shall request.

4.2 Executive-Level Administrative Services:

- 4.2.1 **Principal Life Insurance Company** shall provide internet access to each executive to view his or her account values and allocation selections, plus detailed fund information and performance history supplied to **Principal Life Insurance Company** by an investment information provider.
- 4.2.2 **Principal Life Insurance Company** shall provide executive statements, as selected by **Company** in Appendix B, identifying each executive’s account values, allocation selections, and supplemental supporting information.
- 4.2.3 **Principal Life Insurance Company** shall provide toll-free telephone numbers for executives to make account inquiries during business hours. (U.S. residents only)

5.0 ASSET ADMINISTRATION: The **Company** will hold mutual funds in its name (or a Trust) with each fund company. The **Company** will receive fund statements and related tax documents directly from the individual fund houses or **Princor** via **Principal Life Insurance Company**.

- 5.1 The **Company** will administer supporting assets. That is, the **Company** will monitor the relationship between the Plan liability portfolio and the supporting asset mutual fund portfolio. **Principal Life Insurance Company** will provide **Company** with access to an allocation comparison report on **Principal Life Insurance Company** website. **Company** will contact **Principal Life Insurance Company** and direct fund transfers as it deems appropriate.
- 5.2 The **Company** may elect to deliver standing directions to **Principal Life Insurance Company** to monitor and attempt to maintain a balance designated by the **Company** between the overall asset and liability portfolios of the Plan. The **Company** directs **Principal Life Insurance Company** to communicate trade instructions to **Princor** so as to maintain the portfolio balance designated by the **Company**.
 - 5.2.1 The **Company** acknowledges and agrees that an “attempt to maintain a balance” does not mean that the Plan’s asset portfolio will exactly mirror its liability portfolio.
 - 5.2.2 **Principal Life Insurance Company** agrees to monitor the relationship between the asset and liability portfolio on each day that the New York Stock Exchange is open for business.
 - 5.2.3 On each such day that it monitors the portfolio, **Principal Life Insurance Company** will adjust the assets as needed to maintain the balance designated by the **Company**; except, however, that no such action will be taken unless a fund is off balance by more than the percentage designated by the **Company** in Appendix B.
 - 5.2.4 The **Company** will receive confirmation statements from the mutual fund companies on any day that mutual funds are traded in the Plan account.

APPENDIX B

ELECTION OF SERVICES AND RELATED FEES

1.0 Plan Set Up Fees: (Plan set up fees are nonrefundable.)

One Time Plan Set Up Fee:	\$ 0.00	<i>(Set up fee waived)</i>
Per Enrollment Kit Fee:	\$ 5.00	<i>(Waived if enrollment kits are emailed.)</i>

2.0 Annual Record Keeping Fees: (billed quarterly)

Plan Fee:	\$1,500.00	<i>(Covers up to 10 participants)</i>
Participant Fee: <i>(per # of active participants)</i>		
10 +	\$ 50.00	

3.0 Miscellaneous Service Fees:

Amendment of the executed Adoption Agreement:	\$100.00/amendment
Custom requests:	\$150.00/hour
	\$0.35/page mailed <i>(No charge for emailed reports)</i>

4.0 Optional Services: (Check desired services)

Executive(s) Statements mailed to their personal residences @ \$1/each statement mailed

5.0 Asset Administrative Services: (Please check one option)

Company will administer supporting assets as described in section 5.1 of Appendix A.

Company elects to deliver standing instructions to **Principal Life Insurance Company** for monitoring supporting assets as described in section 5.2 of Appendix A.

❖ If standing instructions to **Principal Life Insurance Company** is selected, please indicate maximum percentage tolerance per fund: 1%. *(Minimum of 1%).*

Resolution Adopted By The

Board of Directors of

**Full Employment Council
A Missouri Organization**

The undersigned Secretary of Full Employment Council (the "Organization") hereby certifies that the following resolutions were duly adopted by the Board of Directors of the Organization effective June 1, 2006, and that such resolutions have not been modified or rescinded as of the date hereof:

WHEREAS, the Organization, as an inducement and motivation to its key managerial and highly compensated employees, desires to create a Nonqualified 457(b) Retirement Plan (hereinafter sometimes referred to as "Plan");

RESOLVED, that the form of Nonqualified 457(b) Retirement PlanSM (the "Plan") presented to this meeting is hereby approved and adopted and that the proper officers of the Organization are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions as are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the plan.

RESOLVED, that the proper officers of the Organization shall act as soon as possible to notify the appropriate employees of the Organization of the adoption of the Plan by delivering to each said employee a copy of the Plan in the form of the Plan presented to this meeting, which form is hereby approved.

BE IT FURTHER RESOLVED, that the Organization hereby establish such Plan in accordance with the following:

PURPOSE:

The purpose of such Plan is to encourage selected key managerial employees to maintain their employment with the Organization by providing retirement benefits for them, and pre-retirement death benefits for their survivors.

ELIGIBILITY:

The Plan shall be for the benefit of key managerial employees of this Organization, as determined in the sole discretion of its Board of Directors.

NOTIFICATION:

The Organization shall communicate the existence and terms of the Plan to each eligible employee.

AMENDMENT AND TERMINATION:

The Plan shall be subject to amendment or termination at any time in the sole discretion of the Board of Directors.

IN WITNESS WHEREOF, the undersigned hereto sets his hand and seal of the Organization in Missouri on May 10, 20 06.

Full Employment Council
A Missouri Organization

By: Bridget Williams
Its: Secretary



Principal Life Insurance Company
Raleigh, NC 27612
1-800-999-4031
A member of the Principal Financial Group®

**THE EXECUTIVE
457(B) RETIREMENT PLANSM**

ADOPTION AGREEMENT

THIS AGREEMENT is the adoption by **Full Employment Council** (the "Employer") of the Executive 457(b) Retirement Plan ("Plan").

WITNESSETH:

WHEREAS, the Employer desires to adopt the Plan as an unfunded, nonqualified deferred compensation plan; and

WHEREAS, the Employer is a Eligible Employer as defined in the Plan and desires to adopt the Plan as an eligible deferred compensation plan under the provisions of Section 457(b) of the Code and the regulations thereunder; and

WHEREAS, the Employer has been advised by Principal Life Insurance Company to obtain legal and tax advice from its professional advisors before adopting the Plan, and Principal Life Insurance Company disclaims all liability for the legal and tax consequences which result from the elections made by the Employer in this Adoption Agreement;

NOW, THEREFORE, the Employer hereby adopts the Plan in accordance with the terms and conditions set forth in this Adoption Agreement:

ARTICLE I

Terms used in this Adoption Agreement shall have the same meaning as in the Plan, unless some other meaning is expressly herein set forth. The Employer hereby represents and warrants that the Plan has been adopted by the Employer upon proper authorization and the Employer hereby elects to adopt the Plan for the benefit of its Participants as referred to in the Plan. By the execution of this Adoption Agreement, the Employer hereby agrees to be bound by the terms of the Plan.

ARTICLE II

The Employer hereby makes the following designations or elections for the purpose of the Plan:

2.6 Committee: The duties of the Committee set forth in the Plan shall be satisfied by:

- (a) The administrative committee of at least three individuals appointed by the Board to serve at the pleasure of the Board.
- (b) Employer.
- (c) Other (specify): _____.

2.7 Compensation: The "Compensation" of a Participant shall mean all of a Participant's:

- (a) Base salary
- (b) Bonus compensation
- (c) Accumulated sick pay, vacation pay and back pay
- (d) Compensation received as an Independent Contractor reportable on Form 1099
- (e) Other: _____

2.8 Crediting Date: The Deferred Compensation Account of a Participant shall be credited with the amount of any Participant Deferral to such account at the time designated below:

- (a) The last business day of each Plan Year.
- (b) The last business day of each calendar quarter during the Plan Year.
- (c) The last business day of each month during the Plan Year.
- (d) The last business day of each payroll period during the Plan Year.
- (e) Each pay day as reported by the Employer.
- (f) Any business day on which the Participant Deferral is received by the Provider.
- (g) Other: _____.

2.11 Effective Date:

- XX (a) This is a newly-established Plan, and the Effective Date of the Plan is June 1, 2006.
- ___ (b) This is an amendment and restatement of a plan named _____ with an effective date of _____.
The Effective Date of this amended and restated Plan is _____.
This is amendment number _____.

2.18 Normal Retirement Age: The Normal Retirement Age of a Participant shall be:

- XX (a) Age 65.
- ___ (b) The later of age _____ or the _____ anniversary of the participation commencement date. The participation commencement date is the first day of the first Plan Year in which the Participant commenced participation in the Plan.
- ___ (c) Other: _____.

2.22 Participating Employer(s): As of the Effective Date, the following Participating Employer(s) are parties to the Plan:

<u>Name of Employer</u>	<u>Address</u>	<u>Telephone No.</u>	<u>EIN</u>
<u>Full Employment Council</u>	<u>1740 Paseo</u>	<u>816-471-2330</u>	<u>43-1377197</u>
	<u>Kansas City, MO 64108</u>		

2.23 Plan: The name of the Plan as applied to the Employer is
The Executive 457(b) Retirement Plan of Full Employment Council.

2.24 Plan Administrator: The Plan Administrator shall be:

- ___ (a) Committee.
- XX (b) Employer.
- ___ (c) Other: _____.

2.26 Plan Year: The Plan Year shall end each year on the last day of the month of December.

2.30 Trust:

- (a) The Employer **does desire** to establish a “rabbi” trust for the purpose of setting aside assets of the Employer contributed thereto for the payment of benefits under the Plan.
- (b) The Employer **does not desire** to establish a “rabbi” trust for the purpose of setting aside assets of the Employer contributed thereto for the payment of benefits under the Plan.

4.1 Participant Deferral Credits: Subject to the limitations in Section 4.1 of the Plan, a Participant may elect to have his Compensation (as selected in Section 2.7 of this Adoption Agreement) deferred within the annual limits below by the following percentage or amount as designated in writing to the Committee:

- (a) Base salary:
maximum deferral: \$ _____ or _____ %
- (b) Bonus compensation:
maximum deferral: \$ _____ or _____ %
- (c) Other: _____
maximum deferral: \$ _____ or _____ %
- (d) Participant deferrals not allowed.

4.2 Employer Credits: The Employer will make Employer Credits in the following manner:

(a) **Employer Discretionary Credits:** The Employer may make discretionary credits to the Deferred Compensation Account of each Participant in an amount determined as follows:

(i) An amount determined each Plan Year by the Employer.

(ii) Other: _____.

(b) **Other:** _____.

(c) Employer Credits not allowed.

5.3 Death of a Participant: If the Participant dies while in Service, the Employer shall pay a benefit to the Beneficiary in an amount equal to the vested balance in the Deferred Compensation Account of the Participant determined as of the date payments to the Beneficiary commence, plus:

(a) An amount to be determined by the Committee.

(b) Other: _____.

(c) No additional benefits.

5.4 Elective Distributions: Elective Distributions may be permitted under the Plan:

(a) Yes, the employer **does** permit Elective Distributions

(b) No Elective Distributions permitted.

5.5 Unforeseeable Emergency: Participant may elect to receive distributions under the Plan upon an Unforeseeable Emergency:

(a) Yes, Participants may elect to have accounts distributed upon the occurrence of an Unforeseeable Emergency.

(b) Participants may not elect to have accounts distributed upon the occurrence of an Unforeseeable Emergency.

6.1 Payment Options: Any benefit payable under the Plan upon a Qualifying Distribution Event may be made to the Participant or his Beneficiary (as applicable) in any of the following payment forms, as selected by the Participant in the Participant Deferral Agreement:

1. Separation from Service other than Retirement

(a) A lump sum in cash as soon as practicable following the date of the Qualifying Distribution Event.

(b) Approximately equal annual installments over a term certain as elected by the Participant upon his entry into the Plan not to exceed 10 years.

(c) Other: _____.

2. Separation from Service due to Retirement

(a) A lump sum in cash as soon as practicable following the date of the Qualifying Distribution Event.

(b) Approximately equal annual installments over a term certain as elected by the Participant upon his entry into the Plan not to exceed 10 years.

(c) Other: _____.

3. Death

(a) A lump sum in cash upon the date of the Qualifying Distribution Event.

(b) Approximately equal annual installments over a term certain as elected by the Participant upon his entry into the Plan not to exceed 10 years.

(c) Other: _____.

4. Disability

(a) A lump sum in cash upon the date of the Qualifying Distribution Event.

(b) Approximately equal annual installments over a term certain as elected by the Participant upon his entry into the Plan not to exceed 10 years.

(c) Other: _____.

6.2 De Minimis Amounts. Notwithstanding any payment election made by the Participant, the vested balance in the Deferred Compensation Account of the Participant will be distributed in a single lump sum payment if the payment accompanies the termination of the Participant's entire interest in the Plan and the amount of such payment does not exceed \$10,000.

14. Amendment and Termination of Plan:

(a) Amendments.

____ Notwithstanding any provision in this Adoption Agreement or the Plan to the contrary, Section ____ of the Plan shall be amended to read as provided in attached Exhibit ____.

EMA XX There are no amendments to the Plan.

(b) Termination of the Plan. The Plan shall be terminated upon the occurrence of one or more of the following events:

EMA XX (i) The amount of net worth shown on the financial statements of the Employer for each of the two most recent fiscal years is less than \$_____.

EMA XX (ii) The aggregate net loss as reported on the financial statements of the Employer for the two most recent fiscal years is greater than \$_____.

ANA XX (iii) There is a change of control of the Employer. For this purpose, a "change of control" shall be deemed to have occurred if: (A) any person other than an officer who is an employee of the Employer for at least one year preceding the change of control, acquires or becomes the beneficial owner, directly or indirectly, of securities of the Employer representing _____% [insert percentage] or more of the combined voting power of the Employer's then outstanding securities and thereafter, the membership of the Board becomes such that a majority are persons who were not members of the Board at the time of the acquisition of securities; or (B) the Employer, or its assets, are acquired by or combined with another entity and less than a majority of the outstanding voting shares of such entity after the acquisition or combination are owned, immediately after the acquisition or combination, by the owners of voting shares of the Employer immediately prior to the acquisition or combination.

17.9 Construction: The provisions of the Plan and Trust (if any) shall be construed and enforced according to the laws of the State of **Missouri**, except to the extent that such laws are superseded by ERISA and the applicable provisions of the Code.

17.10 Transfers Between Eligible Plans:

- (a) The Employer elects to permit transfers FROM another eligible Code Section 457(b) Plan maintained by a tax-exempt employer.
- XX (b) The Employer elects to permit transfers TO another eligible Code Section 457(b) Plan maintained by a tax-exempt employer.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year stated below.

Full Employment Council

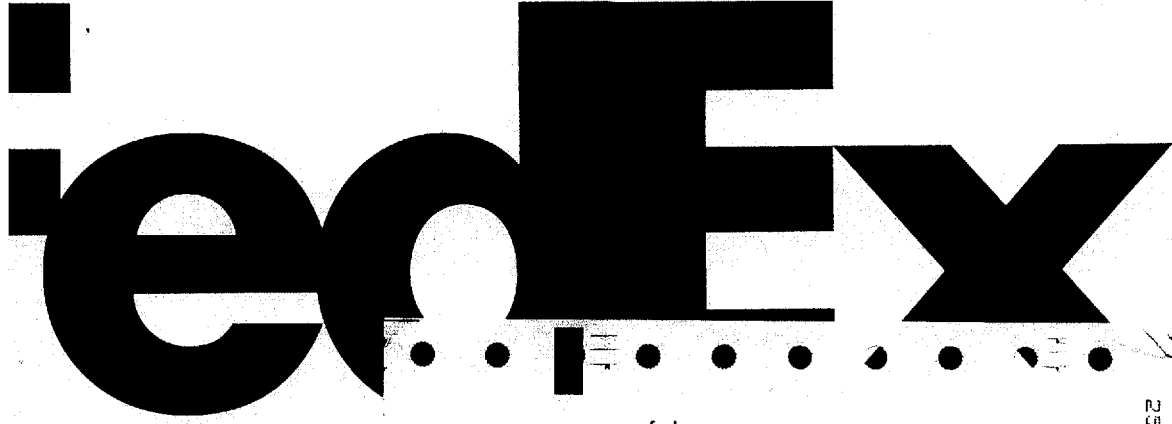
Name of Employer

By: 

Authorized Person

Date: 5-10-06

NOTE: Execution of this Adoption Agreement creates a legal liability of the Employer with significant tax consequences to the Employer and Participants. The Employer should obtain legal and tax advice from its professional advisors before adopting the Plan. Principal Life Insurance Company disclaims all liability for the legal and tax consequences which result from the elections made by the Employer in this Adoption Agreement.



FedEx Express

8565 1078

8565 1078 8316

FORM 0215

Deliver By: 01JUN06 A2

RECIPIENT: PEEL HERE

1 From This portion can be removed for Recipient's records:
Date: 6/30/06
FedEx Tracking Number: 856510788316

Sender's Name: SHAWN DUDSON
Company: FULL EMPLOYMENT COUNCIL INC
Address: 1740 PASEO BLVD STE D
City: KANSAS CITY
State: MO
Zip: 64108

Phone: 816 471-2335

2 Your Internal Billing Reference

3 To Recipient's Name: TOP HOT PLAN EXTENSION
Company: GROVE'S BENEFITS SECURITY ADMINISTRATION

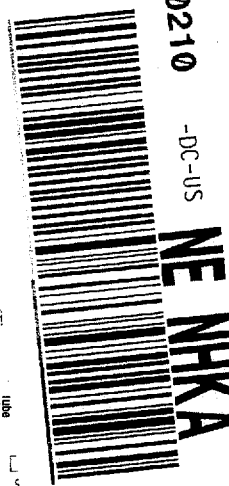
Recipients Name: U.S. DEPARTMENT OF LABOR
Address: 200 CONSTITUTION AVENUE N.W.
City: WASHINGTON
State: D.C.
Zip: 20210

Room: N153



8565 1078 8316

0330074333



NE NKA

The World On Time.

For FedEx Express Shipments Only

EverJoy

Special Handling: SATURDAY DELIVERY, HOLD SHIPMENT AT BEST LOCATION, etc. Payment Method: Cash, Credit Card, etc. Total Packages, Total Weight, Total Charges.

