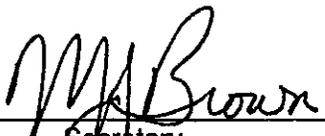


ADOPTING RESOLUTION 16-2007

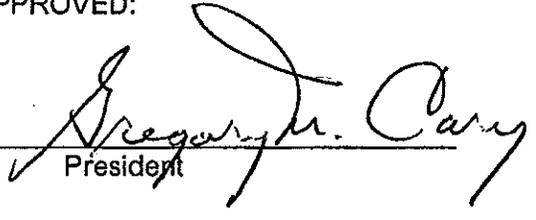
The undersigned Secretary of The Roosevelt Investment Group (hereinafter referred to as the "Employer") certifies that the following resolutions were duly adopted by the Employer on December 12, 2007, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the Employer adopt the Fifth Amendment to the The Roosevelt Investment Group 401(k) Retirement Plan effective July 9, 2007; and

RESOLVED, that the proper officers are hereby authorized to execute all paperwork necessary to implement the foregoing resolutions.


Secretary

APPROVED:


President

IN WITNESS WHEREOF, this Amendment has been executed this 12th day of December, 2007.

Signed, sealed, and delivered
in the presence of

M. J. Brown
WITNESS AS TO EMPLOYER

Honey Brook

by Michael Brown, Turp Manager
NAME & TITLE

**SUMMARY MATERIAL MODIFICATION TO
The Roosevelt Investment Group 401(k) Retirement Plan**

The Roosevelt Investment Group has amended your 401(k) Retirement Plan as of July 9, 2007.

This is merely a summary of the most important changes to the Plan. If you have any questions, contact your Plan's Administrator. A copy of the Plan, including this amendment, is available for your inspection. If there is any discrepancy between the terms of the Plan or the amendment itself and this summary, the provisions of the Plan, as amended, will control.

SUMMARY OF CHANGES

Before Amendment:

**ARTICLE XIII
GENERAL INFORMATION ABOUT THE PLAN**

Trustee Information

All money that is contributed to the Plan is held in a trust fund. The Trustees are responsible for the safekeeping of the trust fund. The trust fund established by the Plan's Trustees will be the funding medium used for the accumulation of assets from which benefits will be distributed.

The names and address of the Plan's trustees are:

Arthur Sheer
Adam Sheer
317 Madison Avenue
Suite 1004
New York, NY 10017

The Trustees shall collectively be referred to as Trustee throughout this Summary Plan Description.

After Amendment:

**ARTICLE XIII
GENERAL INFORMATION ABOUT THE PLAN**

(The following section of Article XIII have been modified)

Trustee Information

All money that is contributed to the Plan is held in a trust fund. The Trustee is responsible for the safekeeping of the trust fund. The trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which benefits will be distributed.

The name and address of the Plan's Trustee is:

Arthur Sheer
Adam Sheer
David Sheer
317 Madison Avenue
Suite 1004
New York, NY 10017

TRUSTEE

A. Effective 01/07/2002, the following is hereby appointed as trustee for and accepts the trust to be established pursuant to the Plan by a separate trust agreement to be entered into between the Employer and the person(s) or entity named in item 2 below or as otherwise created by Article VIII of the Plan.

1. Complete this section A. 1. only if box D. 1. was checked.
[] The Employer or [X] The following named employees:

Michael Brown

2. Complete this section A. 2. only if box D. 2. was checked.
[] The following named bank or trust company:

B. NAME(S) OF EMPLOYEE(S) AUTHORIZED TO ISSUE INSTRUCTIONS TO TRUSTEE:

This Trustee appointment is duly signed on behalf of the Employer and the Trustee.

EMPLOYER

[Signature]

[Title]

[Date]

TRUSTEE

[Signature]

[Title]

[Date]

Gregory A. Cary
Supervisor

Michael Brown
Trust Manager
12/18/2007

PENSION PLAN FOR NON-UNIFORMED EMPLOYEES OF HONEY BROOK TOWNSHIP

ADOPTION AGREEMENT

MONEY PURCHASE PENSION PLAN
FOR STATE AND LOCAL GOVERNMENTAL EMPLOYERS

**MONEY PURCHASE PENSION PLAN
FOR GOVERNMENTAL EMPLOYERS**

The Employer named below hereby establishes (or, as applicable, amends and restates) a money purchase pension plan for eligible Employees as provided in this Adoption Agreement and the accompanying Master Plan document.

A. EMPLOYER INFORMATION

1. EMPLOYER'S NAME AND ADDRESS:

Honey Brook Township
495 Suplee Rd.
Honey Brook, PA 19344

2. TELEPHONE NUMBER: (610) 273-3970

3. TAX ID NUMBER: 23-6000361

4. NAME OF PLAN: Pension Plan for Non-Uniformed Employees of Honey Brook Township

5. NAME OF PLAN ADMINISTRATOR (the Employer unless another person(s) is appointed as set forth in section 3.02 of the Plan): The Employer

B. EFFECTIVE DATE. *(Check Box 1 OR Box 2 and fill in the blank(s).)*

1. This is a new Plan having an effective date of _____.

2. This is an amended and restated Plan.

The effective date of the original Plan was January 1, 1989.

The effective date of the amended and restated Plan is January 1, 2006.

C. PLAN YEAR. *(Check Box 1 OR Box 2.)*

Plan Year shall mean:

1. the calendar year.

2. the 12-consecutive-month period ending on _____ of each year.

D. CUSTODY OF ASSETS. *(Check each box that applies.)*

Internal Revenue Code ("Code") § 401(a) shall be satisfied by setting aside Plan assets for the exclusive benefit of participants and beneficiaries, as follows:

1. in a trust pursuant to the provisions of Article VIII of the Plan. The Employer or certain employees (or holders of certain positions with Employer) as named in the trustee appointment attached to this Adoption Agreement shall be the Trustee.
2. in a trust pursuant to a separate written trust agreement entered into between the Employer and the bank or trust company named in the trustee appointment attached to this Adoption Agreement.
3. in one or more annuity contracts meeting the requirements of Code § 401(f).
4. in a custodial account meeting the requirements of Code § 401(f), pursuant to a separate written agreement with the bank, trust company or other qualified entity named in the appointment of custodian attached to this Adoption Agreement.

E. ELIGIBLE EMPLOYEES. *(Check each box that applies.)*

"Employee" shall mean:

1. any full-time employee working 30 or more hours per week
2. any permanent part-time employee working _____ hours per week
3. any seasonal, temporary or similar part-time employee
4. any elected or appointed official
5. any employee in the following class(es) of employees:

6. any employee eligible to participate in the Plan pursuant to Schedule _____ attached to this Adoption Agreement

who performs services for and receives any type of Compensation from the Employer (or any agency, department, subdivision or instrumentality of the Employer) for whom services are rendered. Unless Box E.4 is checked, elected or appointed officials will not be treated as Employees and will not be eligible to participate in the Plan, without regard to whether they are treated as common-law employees or independent contractors for other purposes.

Each Employee will be eligible to participate in this Plan in accordance with the provisions of Article IV of the Plan, except the following:

- Employees who have not attained the age of ____ (not to exceed 21).
- Employees who have not completed ____ Years of Service during the Eligibility Computation Period.
- Uniformed and Non-Uniformed Members of the Honey Brook Township police force who are eligible for the police pension plan.

F. SERVICE WITH PREDECESSOR EMPLOYER. (Check Box 1 OR Box 2 OR Box 3.)

- 1. This section is N/A because there are no predecessor employers.
- 2. Service with any predecessor employers will not be counted for any purposes under the Plan.
- 3. Service with (insert name of predecessor employer(s)):

will be counted under the Plan for the following purposes (check each box that applies):

- eligibility.
- vesting.
- allocation of Employer Contributions.

G. HOURS OF SERVICE. (Check Box 1 OR Box 2 OR Box 3 OR Box 4.)

Hours of Service shall be determined on the basis of:

- 1. actual hours for which an Employee is paid or entitled to payment.
- 2. days worked. An Employee shall be credited with ten (10) Hours of Service for each day that the Employee would otherwise be credited with one (1) or more Hours of Service.
- 3. weeks worked. An Employee shall be credited with forty-five (45) Hours of Service for each week that the Employee would otherwise be credited with one (1) or more Hours of Service.

4. months worked. An Employee shall be credited with one hundred-ninety (190) Hours of Service for each month that the Employee would otherwise be credited with one (1) or more Hours of Service.

H. YEAR OF SERVICE: ELIGIBILITY AND VESTING. *(Check Box 1 OR Box 2 OR Box 3 OR Box 4.)*

For purposes of eligibility and vesting, Year of Service shall mean a twelve-consecutive-month period during which the Employee completes:

1. at least 1 Hour of Service.
2. at least 1,000 Hours of Service.
3. at least ____ consecutive months of service.
4. _____

I. COMPENSATION DEFINITION. *(Check Box 1 OR Box 2 OR Box 3 OR Box 4. -- Complete Box 5 if applicable.)*

Compensation shall mean:

1. section 3401(a) compensation as defined in section 2.05 of the Plan.
2. W-2 compensation as defined in section 2.05 of the Plan.
3. section 415 compensation as defined in section 2.05 of the Plan.
4. the definition set forth in Schedule ____ attached to this Adoption Agreement.

5. Compensation shall exclude: *(Check each box that applies.)*

- overtime.
- bonuses.
- commissions.
- _____

J. COMPENSATION COMPUTATION PERIOD. *(Check Box 1 OR Box 2.)*

Compensation shall be determined on the basis of the:

1. Plan Year.

2. calendar year.

K. FIRST YEAR COMPENSATION. (Check Box 1 OR Box 2.)

For purposes of determining the Compensation on the basis of which Employer Contributions will be allocated for a Participant's first year of participation, the Participant's Compensation shall be his Compensation for the period commencing:

1. as of the first day of the Plan Year or calendar year (whichever was selected under J above).

2. as of the first day the Employee became a Participant.

L. ENTRY DATE. (Check Box 1 OR Box 2 OR Box 3 OR Box 4 OR Box 5.)

Entry Date shall mean:

1. the first day of each Plan Year and the first day of the seventh month of each Plan Year.

2. the first day of each Plan Year.

3. the first day of each month.

4. the first day of each payroll period.

5. the same day eligibility is met.

M. EMPLOYER CONTRIBUTIONS. (Check each box that applies; use Box 2 if there are variations in contribution rates for different classes of employees or if After-tax Contributions are matched.)

The Employer shall contribute:

1. 10% of Compensation of Participants for the Plan Year.

2. a percentage of Compensation pursuant to Schedule ___ attached to this Adoption Agreement.

3. a contribution matching the Participant's contribution to the Employer's § 457(b) plan, as follows (specify rate of match and time of allocation, e.g., payroll by payroll, monthly, last day of Plan Year):

N. ALLOCATION OF EMPLOYER CONTRIBUTIONS. *(Check each box that applies.)*

1. A Participant does not need to be employed on the last day of the Plan Year to receive an allocation of Employer Contributions for the Plan Year.
2. Allocations of Employer Contributions will be made to Accounts of Participants who terminate employment before the last day of the Plan Year due to *(Check each box that applies):*
 - death.
 - disability.
 - retirement on or after Early Retirement Age.
 - retirement on or after Normal Retirement Age.
 - other Severance of Employment.
 - other Severance of Employment, provided that the Participant is credited with a Year of Service for the Plan Year. For this purpose, a Participant shall be credited with one Year of Service for the Plan Year if the Participant completes at least _____ Hour(s) of Service during the Plan Year.

O. CODE § 414(h). *(Check Box 1 OR Box 2.)*

1. This Plan is a Code § 414(h) pick-up plan. Each Employee must contribute ___% of Compensation to the Plan, which the Employer agrees to pick-up within the meaning of Code § 414(h).
2. This Plan does not contain a Code § 414(h) feature.

P. AFTER-TAX CONTRIBUTIONS. *(Check Box 1 OR Box 2.)*

1. Participant After-tax Contributions SHALL BE allowed.
2. Participant After-tax Contributions SHALL NOT BE allowed.

Q. FORFEITURES. *(Check Box 1 OR Box 2 OR Box 3 OR Box 4 OR Box 5.)*

Forfeitures will be:

1. reallocated to Participants on a pro-rata basis based on current year's account balance.
2. used first to offset Plan expenses and then reallocated to Participants in the same manner as the Employer Contribution is allocated.

3. used first to offset Plan expenses, then to reduce the Employer's Employer Contribution and then reallocated to Participants in the same manner as the Employer Contribution is allocated.
4. used first to reduce the Employer's Employer Contribution, then to offset Plan expenses.
5. N/A because all contributions are 100% vested immediately.

R. RETIREMENT AGES AND DISABILITY DEFINITION.

1. Normal Retirement Age shall mean (*Check Box a OR Box b OR Box c OR Box d*):

- (a) age 65.
- (b) age ____.
- (c) the later of age 65, or the Participant's age upon completion of 10 Years of Service.
- (d) the ages set forth in Schedule ____ attached to this Adoption Agreement.

2. Early Retirement Age shall mean (*Check Box a OR Box b*):

- (a) Not applicable.
- (b) the later of age 62, or the Participant's age upon completion of 10 Years of Service.

3. Disability shall mean (*Check Box a OR Box b OR Box c OR Box d*):

- (a) the inability to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration, within the meaning of Code § 72(m)(3).
- (b) an illness or injury of a potentially permanent nature, expected to last for a continuous period of not less than 12 months, certified by a physician selected by or satisfactory to the Employer which prevents the Employee from engaging in any occupation for wage or profit for which the Employee is reasonably fitted by training, education or experience, as specified in the Adoption Agreement.
- (c) an illness or injury of a potentially permanent nature, expected to last for a continuous period of not less than 12 months, certified by a physician

selected by or satisfactory to the Employer which prevents the Employee from engaging in his or her occupation.

(d) Other: qualifies for Social Security disability benefits.

S. VESTING SCHEDULE. (Check Box 1 OR Box 2 OR Box 3 OR Box 4.)

The vested interest of each Participant in his or her Employer Contribution Account shall be determined on the basis of the following schedule:

1. 100% vesting immediately.
2. 100% vesting after ____ Years of Service.
3. 20% after 2 Years of Service.
40% after 3 Years of Service.
60% after 4 Years of Service.
80% after 5 Years of Service.
100% after 6 Years of Service.
4. ____% after ____ Years of Service.
____% after ____ Years of Service.

T. VESTING COMPUTATION PERIOD. (Check Box 1 OR Box 2.)

A Participant's Years of Service for purposes of vesting shall be computed by reference to:

1. the Plan Year.
2. the 12-consecutive month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.

U. ROLLOVERS. (Check each box that applies.)

1. Rollovers from eligible Code § 457(b) plans SHALL BE allowed.
2. Rollovers from plans qualified under Code §§ 401(a) SHALL BE allowed.

3. Rollovers from Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b) SHALL BE allowed.

V. TRANSFERS.

(Check Box 1 OR Box 2.)

1. Transfers from plans qualified under Code § 401(a) SHALL BE allowed.
2. Transfers from plans qualified under Code § 401(a) SHALL NOT BE allowed.

W. PARTICIPANT LOANS.

(Check Box 1 OR Box 2.)

1. The Administrator MAY direct the Trustee to make Participant loans in accordance with Article XII of the Plan.
2. The Administrator MAY NOT direct the Trustee to make Participant loans in accordance with Article XII of the Plan.

X. QUALIFIED DOMESTIC RELATIONS ORDERS.

(Check Box 1 OR Box 2.)

1. The Plan SHALL accept qualified domestic relations orders as provided in section 15.02 of the Plan.
2. The Plan shall NOT accept qualified domestic relations orders as provided in section 15.02 of the Plan.

Y. PAYMENT OPTIONS.

(Check each box that applies.)

The following forms of payment will be allowed under the Plan to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury Regulations thereunder.

- A single lump-sum payment;
 Installment payments for a period of years;
 Partial lump-sum payment of a designated amount, with the balance payable in installment payments for a period of years;
 Annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary;
 Such other forms of installment payments as may be approved by the Employer.

Z. DEEMED TRADITIONAL IRA. (Check Box 1 OR Box 2.)

1. The deemed traditional IRA provisions of Article XVI of the Plan SHALL apply, effective _____. The trustee or custodian of the deemed traditional IRA shall be (insert name of bank, trust company or approved nonbank custodian): _____.
2. The deemed IRA provisions of Article XVI of the Plan SHALL NOT apply.

AA. DEEMED ROTH IRA. (Check Box 1 OR Box 2.)

1. The deemed Roth IRA provisions of Article XVII of the Plan SHALL apply, effective _____. The trustee or custodian of the deemed Roth IRA shall be (insert name of bank, trust company or approved nonbank custodian): _____.
2. The deemed Roth IRA provisions of Article XVII of the Plan SHALL NOT apply.

BB. "SNAP-OFF" PROVISIONS FOR PLANS IN EFFECT BEFORE JANUARY 1, 2002.

For Plans that were in effect for Plan Years beginning before January 1, 2002, the following rules shall apply:

1. Compensation.

For Plan Years beginning before January 1, 1998, Compensation is defined as in Section I of the Adoption Agreement, except that Compensation does not include amounts that are not includible in the gross income of the Employee pursuant to Code §§ 125, 132(f), 402(a)(8), 402(h), or 403(b).

2. Allocation of Employer Contributions.

The provisions regarding the Allocation of Employer Contributions, including the definition of Compensation used for such allocation, that were set forth in the prior adoption agreement shall apply to Plan Years before January 1, 2002.

3. Special Rule for Employers Maintaining or That Have Maintained a Defined Benefit Plan.

If a Participant is or has ever been a participant in a defined benefit plan maintained by the Employer, then for limitation years beginning before January 1, 2000, the limitation of Code § 415(e) shall be satisfied by (Check one):

- adjusting the defined contribution fraction.

**AMENDMENT NUMBER ONE TO
PENSION PLAN FOR NON-UNIFORMED EMPLOYEES
OF HONEY BROOK TOWNSHIP**

BY THIS AGREEMENT, the Pension Plan for Non-Uniformed Employees of Honey Brook Township (herein referred to as the "Plan") is hereby amended as follows, effective as of December 12, 2007:

E. ELIGIBLE EMPLOYEES. *(Check each box that applies.)*

"Employee" shall mean:

1. any full-time employee working 35 or more hours per week
2. any permanent part-time employee working _____ hours per week
3. any seasonal, temporary or similar part-time employee
4. any elected or appointed official
5. any employee in the following class(es) of employees:

individuals having satisfactorily completed the probationary period outlined in the Honey Brook Township Personnel Policy Manual

6. any employee eligible to participate in the Plan pursuant to Schedule ____ attached to this Adoption Agreement

Q. FORFEITURES. *(Check Box 1 OR Box 2 OR Box 3 OR Box 4 OR Box 5.)*

Forfeitures will be:

1. reallocated to Participants on a pro-rata basis based on current year's account balance.
2. used first to offset Plan expenses and then reallocated to Participants in the same manner as the Employer Contribution is allocated.
3. used first to offset Plan expenses, then to reduce the Employer's Employer Contribution and then reallocated to Participants in the same manner as the Employer Contribution is allocated.
4. used first to reduce the Employer's Employer Contribution, then to offset Plan expenses.
5. N/A because all contributions are 100% vested immediately.

Any amendment to the Plan shall be adopted by formal action and executed by the Employer.

adjusting the defined benefit fraction.

other: _____

This Plan and Adoption Agreement are duly executed on behalf of the Employer.

EMPLOYER:

By: _____

Gregory M. Cary

By: _____

Don Johnson

Title: _____

Supervisor

Title: _____

Supervisor

Date: _____

12/20/2007

Date: _____

12/20/2007