

TAG Resources 2022 Fee Schedule



Recordkeeper

Transamerica

Investment Manager / 3(38)

Mesirow

This fee schedule is a listing of fees that may be applicable to a plan based on the service provided. This is not an invoice.

Basic Plan Fees

Annual Plan Administration Fee

The Annual Administration Fee is a flat fee paid to TAG to offset the yearly TPA expenses for the plan (non-refundable). Fee is based on total assets of all participants in the plan.

Assets	Amount		
	< \$250k	> \$250k < \$500k	> \$500k
Safe Harbor	<input type="radio"/> \$1,000	<input type="radio"/> \$250	<input checked="" type="radio"/> \$0
Non Safe Harbor	<input type="radio"/> \$2,500	<input type="radio"/> \$1,000	<input type="radio"/> \$0
<input type="radio"/> Custom Pricing	N/A		

Payment Method	
<input type="radio"/> N/A	<input type="radio"/> ACH Lump Sum
<input checked="" type="radio"/> Invoice	<input type="radio"/> ACH Monthly <small>Not available for new clients</small>

ERISA Bond Fee

The ERISA Bond is a type of surety bond required for all 401(k) plans. It is used to protect employees against fraud or unethical actions.

Amount
\$100

Payment Method	
<input checked="" type="radio"/> Invoice	<input type="radio"/> ACH Lump Sum

Plan Level Fees (if applicable)

Transamerica and TAG fees provided below

Failure to upload all employees on payroll files results in an additional \$2,000 yearly fee.

Plan amendment	\$250.00
Prior year testing / mid-year testing	\$1,000.00
Prior year Form 5500 (short form)	\$2,500.00
Prior year Form 5500 (long form)	Negotiated
Final Form 5500 Pay by invoice/ACH or plan forfeitures.	\$450.00
Form 5330 calculations (per quarter if late fee calculated)	\$75.00
Returned funds	\$50.00
Delinquent year's administration	Negotiated
Plan amendment to terminate Plan Pay by invoice/ACH; plan assets payment not available.	\$250.00
Form 5310 Pay by invoice/ACH; plan assets payment not available.	\$2,500.00
Distributions of assets and liquidation of forfeiture accounts on plan terminations Pay by invoice/ACH or plan forfeitures.	\$150.00

Spanish translation of notices (ex.: QDIA, 404(a)(5), blackout, etc.)	\$250/notice
Failure to submit timely annual compliance information (per each month late, February-April; max \$1,500)	\$500.00
Failure to submit timely contributions	IRS Penalty
Late documents resulting in Form 5558 submission	\$250.00
FTP login credential creation	\$100.00
Reverse billing processing fee (\$100/hour; 3 hour minimum)	Negotiated
Plan transfer fee	\$100.00
Prevailing wage price per contract (\$500/contract when more than one)	1 Included
Features that require multiple testing	\$100.00/test
Final non-discrimination testing Pay by invoice/ACH; plan assets payment not available.	\$450.00
Calculation of accrued benefits & vesting Pay by invoice/ACH or plan forfeitures.	\$500.00



Plan Design Fees (if applicable)

Plan discovery (1-99 employees: \$500; 100+ employees: \$1000 minimum)	Negotiated	Dual eligibility	\$500/year
Plan design / consultation work / corrective work (1 hour minimum)	\$100/hour	Profit sharing, match calculation, safe harbor illustration (2 free illustrations per plan year; 2 hour minimum)	Additional \$100/hour

Plan Loans

Number of Loans Plan Allows	2	Plan Allows Hardship Distributions	Yes
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Participant Level Fees (per participant if applicable)

Transamerica and TAG fees provided below

Per participant annual fee	\$25.00	Loan setup	\$100.00
QDRO (processing)	\$450.00	Loan annual administration fee	\$100.00
Lump sum participant distribution (hardships, in-service, terminations)	\$100.00	Force-out notification fee (max \$30)	\$10/notice
		RMD fee	\$100.00

Communication Preferences for Required Notices (choose one)

Adopting Employers have a fiduciary responsibility to distribute plan information to current participants and eligible employees. Please choose the best method to ensure timely and efficient distribution. If you do not make an election, or if you select email and do not provide email addresses via payroll files, your communication preference will be changed to the default option.

<input checked="" type="radio"/> Adopting employer will distribute — DEFAULT OPTION Notice provided by TAG. Distribution provided by adopting employer.	FREE
<input type="radio"/> Email addresses provided to TAG Adopting employer provides email addresses for TAG to send electronically. All employee email addresses required on each payroll upload for this option.	FREE
<input type="radio"/> Hard copy sent by TAG Recipients include: plan participants, eligible employees, beneficiaries, and terminated employees with balances. This fee is paid by the adopting employer.	\$10/recipient annually

Plan termination participant notice fee

Pay by invoice/ACH or plan forfeitures.

1-49 participants: \$250	50-99 participants: \$500	100-499 participants: \$750	500+ participants: Negotiated
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Single Plan Audit Fees for 2022 Plan Year (if applicable)

TAG establishes compliance submission deadlines and audit documentation submission deadlines to meet DOL and IRS timelines. **Failure of the Adopting Employer to meet these deadlines will result in additional fees, so please make every effort to have all required paperwork submitted and in good order prior to these key dates.**

Annual audit fee (limited scope) for existing plans* (after first year)	\$4,900.00
Annual audit fee (full scope) for existing plans*	Negotiated
New client takeover plan audit* (based on 2 Recordkeepers)	\$7,400.00
Compilation fee (required for initial audit per DOL guidance)	\$300.00

*Non-calendar year plan audit pricing will be based on the year that the work is done.

Transamerica Plan Level Fees (if applicable)

- **Asset Based Fee (bps) / Contract Asset Charge**
Transamerica's Contract Asset Charge is a monthly payment that covers all Recordkeeper fees. See the table beside.
- **Setup fee** \$1,000.00
(only applies to incoming plans under \$100,000 in assets; non-refundable)
Paid via: N/A Check ACH Lump Sum
- **Plan transfer fee** \$100.00
(paid to Transamerica)

Assets	Basis Points
\$0 - \$3,999,999	18 bps
\$4,000,000 - \$5,999,999	17 bps
\$6,000,000 - \$7,999,999	15 bps
\$8,000,000 - \$9,999,999	15 bps
\$10,000,000 - \$14,999,999	14 bps
\$15,000,000 - \$19,999,999	13 bps
\$20,000,000+	12 bps

Transamerica Enrollment Workshops (if applicable)

Total number of employees in attendance during meeting day	10-49*	50-74	75-99	100-124	125-149
Number of free meeting days per quarter	1	2	3	4	5

*In year one only, the first meeting day will be offered as long as at least 10 employees are in attendance. The second day will be offered as long as at least 50 employees are in attendance.

Any number of meeting days exceeding five per quarter will be negotiated. The fee for a meeting day when attendance minimums are not met will be \$300 per day. A day of meetings includes one Participant Counselor; maximum of five meetings and maximum of eight hours (from start to end of work at client site). Excess meetings and/or hours will count as additional days and be charged in accordance when fees are invoiced quarterly.

The following services will be offered at no charge: Education seminars via web conference Enrollment video online Enrollment kits

Investment Manager / 3(38)

Mesirow has been chosen as the Investment Manager / 3(38) for this plan for a compensation of 5 bps. TAG hires and monitors the 3(38) provider to the Plan and this provider is subject to change by TAG at any time. TAG Resources, LLC may be responsible for providing an investment management program to the Plan as a part of the fee listed. This investment management program would include hiring and monitoring of an investment manager and otherwise providing logistical support for the delivery program. The amount paid to the Investment Manager will not depend upon the type of investments held under the Recordkeeper contract, and these amounts will be deducted directly from the assets of the Plan.

Financial Advisor

Annual Financial Advisor compensation will be 0 bps and is in effect at the time services are rendered. The annual charge, per Adopting Employer, is computed pro-rata based upon assets in the plan each month.

Other Service Providers

There are no other service providers.

Transamerica Disclosures

Please review the following disclosures carefully.

Some of the service fees that TAG has disclosed above and which have been approved by you, are included in the charges the plan pays to Transamerica under the group annuity contract issued to the plan, which means a portion of the contract charge the plan pays to Transamerica is passed along to TAG.

As disclosed above, TAG may pay compensation to financial advisers for their services from funds received as fees or commissions from Transamerica.

For your information, Transamerica and TAG have entered in a financial arrangement for the development under commercially reasonable terms and containing certain conditions around engagements for the development of TAG's technology to enhance payroll integration into retirement plans.

TPA / 3(16): TAG Resources

• **Asset Based Fee (bps) / Contract Asset Charge**

TAG's Contract Asset Charge is a monthly payment that covers the following: TAG's compensation and 3(16) fees. See the table beside.

• **Non-recurring services**

Non-recurring legal services (including assistance with regulatory investigation or external audits) are \$350/hour. Other non-recurring services are \$100/hour. Both are a minimum of 1 hour.

Negotiated

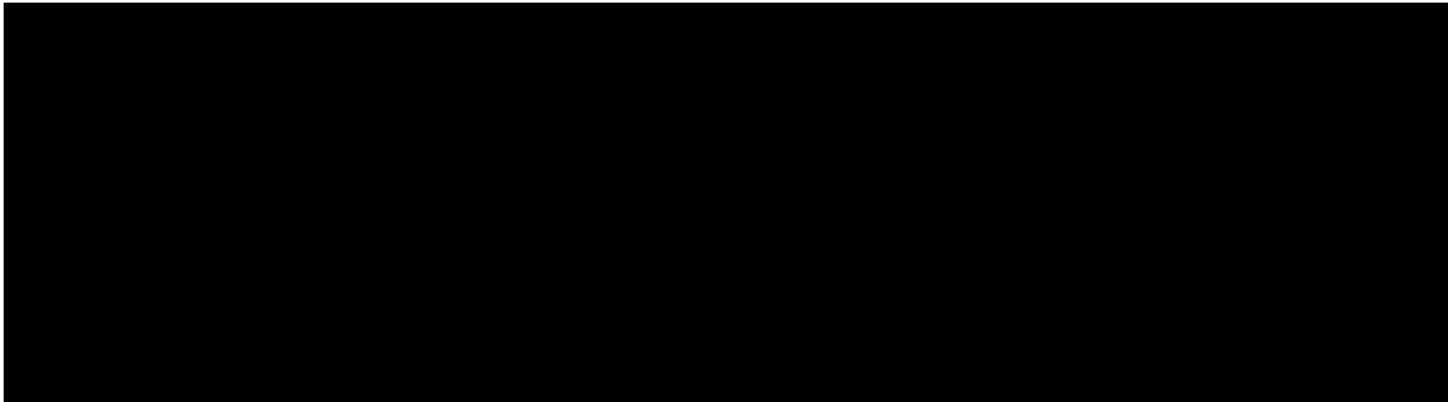
Assets	Basis Points
\$0 - \$999,999	35 bps
\$1,000,000 - \$1,999,999	30 bps
\$2,000,000 - \$3,999,999	25 bps
\$4,000,000 - \$5,999,999	23 bps
\$6,000,000 - \$7,999,999	20 bps
\$8,000,000 - \$9,999,999	17 bps
\$10,000,000 - \$14,999,999	15 bps
\$15,000,000 - \$19,999,999	12 bps
\$20,000,000+	10 bps

Legal Disclosures

Adopting Employer hereby acknowledges receipt of the fee information contained here within prior to the signing of this agreement, and hereby approves such compensation payable to TAG Resources, LLC from the Recordkeeper as indirect compensation, but never to exceed an amount considered reasonable under ERISA Section 401(a) and 408(b). The amount paid to TAG Resources will not depend upon the type of investments held under the Recordkeeper contract, and these amounts will be deducted directly from the assets of the Plan. This is not intended to be a complete fee disclosure for all expenses of the Plan, but only with regard to compensation paid to TAG Resources. TAG can amend this agreement with 30 days' notice. TAG will provide information related to fees and expenses to the Adopting Employer and to Plan Participants in a manner as otherwise required by law of Plan Administrators.

NOTE: If no election of payment is selected anywhere on this fee schedule, or if invoiced payments are not made, fees will be paid with balances from the following sources in this order by default:

1. Direct ACH from authorized account on file. A 30-day written notification via invoice will be supplied first.
2. Plan Forfeitures
3. Plan Assets



The above fees described are paid to the service providers of the plan. Fees described above are for full disclosure purposes.



Fiduciary and Administrative Services

This Agreement is entered into between _____ (hereafter referred to as "Adopting Employer"), an employer which sponsors a defined contribution plan (the "Plan") and TAG Resources, LLC, (hereafter referred to as "TAG"), for the provision of certain fiduciary and non-fiduciary services for the Plan.

TAG and Transamerica Retirement Solutions, LLC ("TRS") have agreed to make available certain financial recordkeeping services to common clients on terms and conditions that are favorable to such clients, the common arrangement hereinafter being referred to as the "Multiple Employer Aggregation Arrangement" or "MEAP," and the Adopting Employer has agreed to enter into such arrangements. Adopting Employer is a 'named fiduciary' within the meaning section 402(a)(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") who has the ultimate authority and responsibility to control and manage the operation and administration of the "Plan" subject to this Agreement, including, but not limited to, allocating certain Plan operation and administration responsibilities to one or more other named fiduciaries and non-fiduciary plan service providers. By way of this Agreement, Adopting Employer retains TAG to perform the fiduciary and administrative services as contained in this Agreement, and to authorize to TAG to enter into the necessary arrangements on its behalf with TRS and its affiliates.

Section 1. TAG's Services

TAG's provision of services under this Agreement are conditioned upon the Adopting Employer providing complete and accurate data and other information in its possession or control relating to the Adopting Employer and the Participants on a timely basis as reasonably required by TAG and the Providers for the proper operation and administration of the Plan. Should, in TAG's sole discretion, the Adopting Employer fail to provide complete and accurate data and other information in its possession or control relating to the Adopting Employer and the Participants on a timely basis as reasonably required by TAG, TAG reserves the right to terminate this Agreement immediately upon written notice to Adopting Employer, the agreement termination procedures delineated in Section 6.B of this Agreement notwithstanding. Providing this information includes, but is not limited to:

- granting permission to receive year-end data from the Adopting Employer's external payroll provider, data upon which TAG may rely in making representations on behalf of the Plan in filing the Plan's Form 5500;
- providing participant e-mail addresses for the electronic delivery of notices; and
- providing reconcilable data for
 1. Plan year-end census and
 2. Plan year-end payroll information to TAG no later than 15 days following year end in order to initiate Compliance Testing for the Plan and allow any required refunds to be calculated and processed within the allowable limits defined by the IRS. Both year-end census and year-end payroll are required even if Adopting Employer provides all relevant information with each upload throughout the year.
- providing the required Plan data for an efficient installation, takeover, merger (when applicable) of its prior Plan, and annual administration purposes in an electronic file, in a file format acceptable to TAG. TAG will identify the data needed, and includes but is not limited to, the required information for each participant such as name, Social Security number, date-of-birth, date-of-hire, date-of-termination, years-of-service, vesting percentages, contribution sources, Roth Basis, Hardship Basis, total amounts by source and investment election along with available hardship distribution amounts taking into account the amounts permissible to be so distributed under the Code.

A. DELEGATION TO TAG OF FIDUCIARY OBLIGATIONS

Adopting Employer, by signing this Agreement, delegates to TAG the responsibility of a Plan Administrator and, as that term is defined in the Employee Income Retirement Security Act of 1974 ("ERISA") and the U.S. Tax Code (the "Code"), and other discretionary fiduciary services as described under the Plan Document, the delegation of which TAG acknowledges and accepts upon execution of this Agreement, as further outlined and limited herein and in Appendix A, and referred to as "Fiduciary Services."

This delegation becomes effective upon the later of: 1) execution of this Agreement, 2) execution of the formal Adoption Agreement, and 3) plan contributions are first deposited in trust, or in the plan's funding vehicle, as per the terms of Section 7 of this Agreement, the effective date being the latest date any of the preceding three events occur. If Plan document services are not provided by TAG under this Agreement, the effective date is the later of the date TAG notifies

Adopting Employer of the acceptability of the Plan document, the date of execution of this Agreement, or, the date plan contributions are first deposited in trust, or in the plan's funding vehicle, as per the terms of Section 7 of this Agreement.

B. TAG PROVISION OF NON-FIDUCIARY SERVICES

TAG agrees to provide non-fiduciary administrative services to the plan to the extent described in Appendix A, subject to the terms and conditions stated herein.

Section 2. Adopting Employer Responsibilities and Representations

Adopting Employer agrees that it retains certain limited fiduciary duties as a Plan Administrator as follows, and as otherwise described and limited herein, including:

- ensuring payroll contributions and any loan repayments from any Participants and any contributions from the Adopting Employer, including but not limited to any elective deferrals and matching or non-elective contributions, are remitted to the Plan or the relevant service provider to the Plan on a timely basis;
- distributing to Participants in a timely manner summary plan descriptions, summaries of material modification, and other disclosure documents required under ERISA (other than quarterly benefit statements), as prepared and provided by TAG or the Plan's service providers to the Adopting Employer; and
- filing, making any representation, or undertaking any responsibility for the Plan under any correction program of any regulatory agency, including the IRS or the DOL.
- Complete and accurate payroll information must be submitted to TAG, in a format approved by TAG, every employer pay period. Failure to do so may result in additional services fees being billed to the Adopting Employer.
- If Adopting Employer selects the plan design option to auto enroll participants and/or to auto escalate participant deferral amounts, Adopting Employer assumes responsibility for accurately calculating and timely depositing participant deferrals, and associated matches, if any.
- providing TAG contact information for individuals authorized to act on behalf of the Plan, to include the individual(s) with fiduciary authority for the plan (executive contact) and the administrative contact for ministerial actions (primary contact) including contact information change requests to plan communications.

Adopting Employer is responsible for keeping up-to-date records on all participants in the plan, including terminated participants and beneficiaries. Relevant contact information could include home and business addresses, telephone numbers (including cell phone numbers), business / personal email. The plan sponsor is responsible for providing this information to TAG.

Adopting Employer is solely responsible for any matching or non-elective contributions to be made to the Plan on behalf of Adopting Employer's employees; and Adopting Employer agrees to pay any excise taxes, penalties, lost earnings, or calculation costs due for failure to transmit timely contributions or failure to make timely corrective distributions from participants' accounts and that multiple contribution calculations related to a single payroll will be billed based on a supplemental schedule provided by TAG. It also agrees the Adopting Employer, not TAG, will be responsible for taking any corrective action with regard to the Plan.

The Adopting Employer agrees to review participant statements from the recordkeeping platform for errors and understands TAG is not responsible for corrections to statements if any mistakes are found after 60 days of the statement date. TAG's liability regarding processing errors shall be limited to, and the sole remedy shall be, the correction of such statement errors that are caused by such actions.

All definitions in the Plan shall apply to the Agreement unless specifically stated otherwise.

Adopting Employer agrees and acknowledges that Plan forfeitures may only be used to:

1. reduce future employer contributions,
2. pay reasonable Plan expenses,
3. allocate, pro-rata, among participants as additional contributions (such allocations will be distributed among participants at the beginning of the Plan year) and,
4. to restore previously forfeited participant accounts. It is the responsibility of the Adopting Employer to select how Plan forfeitures shall be used.

The Adopting Employer acknowledges and agrees that it has independently exercised its fiduciary judgment to engage TAG pursuant to this Agreement and that it has independently chosen the group annuity contract issued by Transamerica Life Insurance Company or Transamerica Financial Life Insurance Company (the "Contract") as the investment platform related to the Plan, giving the Plan the ability to access a universe of investment options under such Contract; and has independently

chosen and appointed TRS as the recordkeeper for the Plan, pursuant to the recordkeeping agreement entered into by TAG nominally for the Plan; and has received information about the fees and investment options with respect to the above; and has made an independent determination that the fees under this agreement, the Contract, and those payable to TRS as recordkeeper, are reasonable. The Adopting Employer further acknowledges that it has an ongoing fiduciary responsibility to monitor TAG's performance of its Plan services, as stated and limited in this Agreement and in the attached Appendix A and Fee Schedule, which are incorporated herein and made part of this Agreement, and TRS's performance as recordkeeper, and as to the continued use of the Contract as the investment vehicle for the Plan, and it must independently determine whether to continue such arrangements.

It shall be the responsibility of Adopting Employer to determine if the entity sponsoring the subject plan is affiliated with any other business entities and whether, as a result of such affiliation, sponsor is part of a controlled group or affiliated service group and, if so, inform TAG of this at the time of installation and annually. TAG can, upon request of Adopting Employer, provide educational materials to assist Adopting Employer in making said determination(s), however, it is suggested that Adopting Employer seek an independent legal determination as to this question.

Adopting Employer represents and warrants that, if this is not a newly adopted plan, that such plan is qualified and in material compliance with all applicable law in form and in operation, and it agrees to provide to TAG the most recent plan document, including any applicable adoption agreement and all plan amendments, and the most current Summary Plan Description and any Summary of Material Modifications. Other items include the most current IRS Form 5500 and Schedules, the most recent plan valuation and testing (employee census file, valuation by participant balance and source, ADP, ACP, 415, Coverage and Top Heavy testing) and any details on receivables, year-to-date statements for brokerage accounts and daily valued plans. The name of representative and contact information is required for the prior record-keeper.

Section 3. Errors and Corrections

The Adopting Employer agrees

- and acknowledges that TAG cannot provide legal or tax advice on behalf of the Adopting Employer, the Plan or the Participants;
- that it, not TAG, bears the full legal responsibility as a Plan Administrator for penalties; excise taxes; lost earnings; or calculation costs due for failure to transmit timely contributions or failure to make timely corrective distributions from Participants' accounts, when such failure was caused by the Adopting Employer or conditions outside of TAG's control. It also agrees the Adopting Employer, not TAG will be responsible for taking any corrective action with regard to the Plan;
- to pay for any costs (including filing fees, legal fees, corrections) required by any governmental agency under any correction programs or settlement agreement that may be required to be taken, including but not limited to the IRS's Employee Plans Compliance Resolution System (EPCRS) or the DOL's Voluntary Fiduciary Correction Program (VFCP), or other such other program to correct failures related to the Adopting Employer's acts or omissions which cause the need for such corrections;
- that Adopting Employer, not TAG, bears the full legal responsibility as a Plan Administrator for any fees or penalties (including prohibited transaction penalties) related to the untimely filing of the Plan's Form 5500, related audit opinions or required schedules, should any such delay be a consequence of the Adopting Employer's, or any of the Plan's vendors' (including its auditor's) actions, or by any such parties' failure to timely provide necessary information.
- that sponsor will pay for any of TAG's reasonable costs, including legal fees, related to participating in any regulatory investigation related to the Plan, or arising from the implementation of any correction programs, or from participating in any litigation involving the Plan.
- that TAG is authorized to file the IRS Form 5330 related to late deferrals excise taxes only if specifically designated in Appendix A.
- Adopting Employer is responsible for and agrees to obtain a properly completed and executed participant investment election and beneficiary designation forms, or opt-out forms, from each eligible participant and will subsequently maintain the original forms for their records. The participant investment elections will be provided in an electronic form (Microsoft Excel format) to TAG by the Adopting Employer or their designated representative at time of conversion. In lieu of a participant election form, auto enrollment is an acceptable alternative. In lieu of a participant investment election form, triple mapping is an acceptable format.

Adopting Employer understands that if the Plan, becomes "top heavy" (as defined in Section 416 of the Internal Revenue Code), a minimum contribution must be made to the Plan on behalf of the Adopting Employer's "non-key employees"(as defined in Section 416 of the Internal Revenue Code). If the Plan, as adopted by the Adopting Employer, becomes top heavy, the Adopting Employer solely bears the full legal responsibility to make any minimum contribution required by law, and agrees to make any

such contribution in a timely manner, and the Adopting Employer acknowledges that it shall be solely responsible for any such required contribution.

Section 4. Delivery of Notices

A. EMPLOYEE REQUIRED NOTICES

To the extent the notices are identified in Appendix A, the Adopting Employer directs the electronic delivery of all Employee required notices and communications in accordance with IRS and DOL regulations. The Adopting Employer also represents and confirms that its employees have worksite availability to electronic delivery of documents, and have the ability to access the TAG Adopting Employer Microsite to view these documents. By supplying employee email addresses within thirty days of signing the Adoption Agreement, the Adopting Employer provides authorization to receive and distribute Employee notifications electronically and agrees that Employees may receive notifications via the email address the Adopting Employer has provided. If the Adopting Employer is unable to meet the regulatory requirements for electronic disclosure, Adopting Employer agrees to provide each eligible employee a copy of the most current Summary Plan Description. Adopting Employer also agrees to provide all employee notices and other employee communications from TAG to employees and all enrollment materials to every eligible employee, including required participant investment disclosure material.

Adopting Employer shall be responsible for producing and distributing eligibility notices to any participants who become eligible to participate in the Plan prior to ninety (90) days from date of hire. Adopting Employer, and not TAG, shall bear responsibility for producing and distributing notices of eligibility to any and all employees who are not included in payroll files uploaded by employer, or on behalf of employer, to TAG.

B. EMPLOYER NOTICES

Delivery of all other notices required pursuant to this Agreement shall be in writing and shall also be considered sufficient if

1. delivered personally,
2. mailed registered or certified mail, return receipt requested and postage prepaid or
3. sent via statutory overnight carrier.

Section 5. Plan Document Services

A. ADOPTION OR RESTATEMENT OF PLAN

Adopting Employer adopts or restates (as the case may be) the Plan document by signing this Agreement, and authorizes TAG to execute the formal Adoption Agreement to the IRS pre-approved plan document provided to Adopting Employer by TAG (which Adopting Employer hereby acknowledges receiving), on Adopting Employer's behalf. The Adoption Agreement to be executed by TAG on the Adopting Employer's behalf is governed by applicable federal law and IRS and DOL regulations. It has been written with the intention of complying with those applicable requirements. The Adopting Employer is not permitted to make selections as to Plan provisions other than as provided in this Agreement. The Adopting Employer should not modify these Plan elections, or attempt to modify Plan features, (i.e., crossing out, interlineating, or other changes to the form, other than the selection of choices permitted, if any). If the Adopting Employer fails to complete any required section, modifies any provision of the Plan, or otherwise makes in designation or entry in such a way that the Adopting Employer's election is ambiguous or otherwise not clear in TAG's sole determination, then such section, modification or ambiguity shall be deemed void and the Plan shall be administered in accordance with the Plan document's default terms as selected by TAG; not in accordance with any such election or modification that the Adopting Employer might otherwise have attempted to make on this Service Agreement.

B. PLAN AMENDMENT

Adopting Employer grants to TAG the right to amend or restate the Plan Document ("Plan") from time to time upon 60 days notice to the Adopting Employer; except any amendment which alters the eligibility, vesting, contribution or benefit payout terms will not be effective without Adopting Employer's prior written consent; and any such amendment will protect participants' rights under the Plan as required by ERISA. Adopting Employer may amend the Plan upon 60 days prior written notice to TAG, at which time TAG will notify the Adopting Employer as to whether or not it will accept any fiduciary or ministerial responsibility with regard to such amendment. TAG may Terminate this Agreement, in accordance with the Section 6.B, upon receiving such an amendment.

Section 6. Amendment and Termination of Agreement

A. AMENDMENT

This Agreement and its related Appendices may be amended or modified at any time by an instrument executed by the Adopting Employer and TAG. Notwithstanding the foregoing, TAG may unilaterally once each calendar year amend the Fee Schedule relating to fees upon thirty (30) days prior written notice to the Adopting Employer. TAG may propose other modifications to this Agreement, which will be effective no sooner than thirty (30) days after providing the Adopting Employer written notice. Adopting Employer may reject the proposal (and terminate this Agreement) by giving written notice before such amendment becomes effective. However, any changes to the fiduciary delegations made under this Agreement (other than termination, as stated below and in Section 3B), can be made only with the mutual consent of the Parties, unless otherwise expressly authorized by the terms of this agreement.

TAG may unilaterally modify any provision of this Agreement without Adopting Employer consent to comply with applicable laws and regulations. However, to the extent possible, TAG will provide advance written notice of any such changes.

B. TERMINATION

Either party may terminate this Agreement upon sixty (60) days written notice to the other prior to the scheduled termination date (the "Termination Date"), unless otherwise agreed to by the parties, or where sixty (60) days' notice would be clearly imprudent. TAG has the right to terminate this Agreement upon sixty (60) days notice of a change in the Plan that is not acceptable to TAG as provided. If such termination notice has been provided by either party, all of the allocation of the fiduciary obligations delegated under this Agreement and the Plan Document to the Plan terminates and reverts to the Adopting Employer as of the Termination Date. TAG shall have no continuing obligation to perform any act following such Termination Date, including, but not limited to, annual compliance testing, audit, the filing of the any Form 5500, completion of financial statement or any attendant schedule. Further, the Adopting Employer agrees that TAG will terminate the service agreement with any Provider which TAG has entered into with regard to the Plan as of the Termination Date, and the Adopting Employer acknowledges that it will have the responsibility for arranging for such services to the Plan effective as of the Termination Date.

TAG shall not have any fiduciary oversight for any Investment Fiduciary, if applicable, to the Plan after the Termination Date or any responsibility with regard to any financial decision made by the Plan following the date of the notice of the termination. Adopting Employer agrees that, upon termination of this Agreement, it will be responsible for transferring the Plan assets from the Funding vehicle under Section 7 to another funding vehicle of Adopting Employer's choosing. The Adopting Employer shall have the fiduciary responsibility to transfer Plan assets to another funding vehicle without any further approval of TAG after the date of notification of termination.

The Adopting Employer further agrees that, should it fail to exercise its fiduciary obligation to transfer assets to another funding vehicle as of the Termination Date, TAG may elect to continue this Agreement for the sole purposes of terminating the Plan; that Adopting Employer authorizes TAG, as agent of the Adopting Employer, upon TAG's election to continue this Agreement, to terminate the Plan upon thirty (30) days written notice to the Adopting Employer, or upon such terms as defined in Paragraph 1 of this Section; to be allocated the powers of Investment Fiduciary to the extent necessary to properly terminate the Plan and to retain the necessary Providers after the Termination Date; to pay from the Plan its fees (as listed in the fee schedule) and the Provider fees related to such termination (including, if necessary, fees for the opinion of an Independent Qualified Plan Auditor) and the final filing of the Plan's 5500; and to distribute any remaining account balances to the Participants.

This contract will also terminate upon the dissolution or bankruptcy of the Adopting Employer; or upon the inability of TAG to locate the officers of the Adopting Employer, or where TAG has reasonably determined that the Adopting Employer has abandoned the Plan. Under such circumstances, the Adopting Employer hereby delegates to TAG the authority (where necessary, and at TAG's discretion) to terminate the Plan, including employing the services of a QTA, upon thirty (30) day written notice to the last known address of the Adopting Employer, or upon such terms as defined in Paragraph 1 of this Section, pay from the Plan its fees (as listed in the fee schedule) and fees related to such termination and the final filing of the Plan's 5500; and to distribute any remaining account balances to the Participants

The Adopting Employer may terminate the Plan upon 60 days written notice to TAG, and this Agreement will also terminate upon the final distribution of the assets from the Plan unless TAG otherwise terminates this Agreement earlier. TAG will distribute the assets from the Plan upon Plan termination as directed by the Adopting Employer, except as provided in the prior paragraph.

Year -to-date participant data and payment of outstanding fees are required prior to Plan termination. The Plan may be subject to audit procedures and related costs after termination. Adopting Employer grants to TAG the authority to charge the Plan assets for any unpaid administrative fees after notification of termination, and upon prior notice to the Adopting Employer. The Adopting Employer specifically authorizes such payments from the Plan's forfeiture account, or as a pro-rata charge against participant accounts.

Nothing in this section shall be deemed to conflict with the terms contained in Section 1 of this Agreement.

Section 7. Funding Vehicle

Adopting Employer has independently selected the investment platform and related investments identified in this Agreement, which includes their related investment classes, and represents that Adopting Employer has made a determination that they are prudent investments. If stated in Appendix A, Adopting Employer authorizes and directs TAG to nominally contract with and hold any contract necessary (including any related trust or annuity contracts) on the Plan's behalf related to the deposit of plan contributions to such Platform.

Adopting Employer has engaged Transamerica as an investment platform provider (Transamerica Group Annuity Contract) and as a provider of plan recordkeeping services for the Plan and Adopting Employer shall monitor the performance of Transamerica in connection with said investment and recordkeeping services. Adopting Employer received information about your plan, fees and investment options and accepted them when you established your program. Adopting Employer has directed Transamerica to pay TAG and other plan service providers from plan assets, and Adopting Employer has received relevant information about such payments. Transamerica is not a fiduciary under the terms of this program. Adopting Employer's continued participation in the program will be considered acknowledgement of Transamerica's relationship with Adopting Employer and the plan, and of Transamerica's fee arrangements with TAG for your plan.

Section 8. Compensation and Fee Disclosure

As consideration for its services under this Agreement, TAG shall be entitled to compensation, which shall be computed and paid to TAG in accordance with the Fee Schedule, as amended from time to time. The Adopting Employer hereby acknowledges that the fee information and method of payment to TAG provided under the Fee Schedule (which is intended to provide certain fee disclosures in accordance with Section 2550.408b-2(c) of the final regulations issued by the U.S. Department of Labor (the "408(b)(2) Regulations")) was provided reasonably in advance of the date of its signing of this Agreement, and has determined that such compensation for TAG in exchange for its Services is reasonable.

To the extent identified in Appendix A, the Adopting Employer delegates to TAG, and TAG hereby accepts, the role of the "responsible plan fiduciary" with the authority to cause the Plan to enter into a provider agreement authorized by this Agreement under Appendix A with each such provider within the meaning of the ERISA 408(b) (2) and its related regulations. TAG shall provide copies of any fee disclosures provided by the providers for purposes of the 408(b)(2) Regulations as instructed by the Adopting Employer. The fee information provided under attached Fee Schedule are not intended to be a complete fee disclosure for all expenses of the Plan, but only with regard to compensation payable to TAG for its Services under this Agreement and the compensation payable to certain of the providers for services under their respective provider Agreements.

TAG will not receive any compensation, direct or indirect, for its Services under this Agreement, except for the fees disclosed in the Fee Schedule.

Adopting Employer grants to TAG the authority to charge the Plan assets for any unpaid administrative fees after 30 days of non-payment, and upon prior notice to the Adopting Employer. The Adopting Employer specifically authorizes such payments from the Plan's forfeiture account, or as a pro-rata charge against participant accounts.

Adopting Employer further acknowledges that when TAG enters into or maintains a Provider Agreement on behalf of the Plan, the fee payable under such Provider Agreements shall be payable from the assets of the Plan. Adopting Employer specifically directs TRS to pay to TAG its fees in accordance with this Agreement. If the full amount of such fee is not available for payment from the assets of the Plan for any reason, any remaining balance of the fee will be billed to the Adopting Employer and Adopting Employer shall pay same.

Section 9. General Provisions

A. AMENDMENTS

This Agreement may only be amended or modified by written instrument executed by all of the parties hereto.

B. HEADINGS

Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

C. ENTIRE AGREEMENT

This entire Service Agreement constitutes the understanding and agreement between the parties with respect to the administration of the Plan; and supersedes all prior agreements. Except for the Plan Document, there are no other agreements, understandings, restrictions, representations or warranties, except as described herein.

D. GOVERNING LAW

This Agreement and the terms and administration of the Plan will be governed by the United States Code, The Federal Arbitration Act, ERISA, any applicable treaty of the United States, and, to the extent not pre-empted by federal law, the laws of the state of Tennessee.

Subject to the binding arbitration and waiver obligations in Section H, all judicial actions must be brought exclusively in the United States District Court for the Eastern District of Tennessee, Knoxville Division. Jurisdiction and venue shall be exclusively in the United States District Court for the Eastern District of Tennessee in Knoxville Tennessee without regard to the jurisdictional, venue or choice of law provisions of any state or territory other than Tennessee. The parties irrevocably submit to the jurisdiction of such courts and waive any objections to either jurisdiction or venue.

E. ASSIGNMENT

TAG may delegate all or a portion of its responsibility under this agreement to a third party, consistent with the roles and obligations of a Plan Administrator and in accordance with ERISA.

F. SEVERABILITY

Each provision of this Service Agreement is intended to be severable. In the event that any one or more of the provisions contained in the Service Agreement is invalid, illegal or unenforceable, such provision shall not affect the validity or enforceability of any other provision. Notwithstanding the foregoing, however, no provision shall be severed if it is clearly apparent under the circumstances that the parties would not have entered into this Service Agreement without such provision.

G. INDEMNIFICATION

Each Party (as such, the "Indemnitor") shall defend, indemnify, and hold harmless the other Party (as such, the "Indemnitee") and the Indemnitee's affiliates from and against any and all liabilities, losses, damages and costs, including reasonable attorney's fees (collectively, "Losses"), resulting from, arising out of, or in any way connected with third party claims arising out of any breach by the Indemnitor of any warranty, representation, agreement, covenant or obligation contained herein.

H. DISPUTE RESOLUTION

Any dispute, controversy or claim arising between the parties to this agreement, including, but not limited to, those arising out of, or relating in any way to, this agreement including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the agreement, and / or any claim, dispute or controversy arising from, or in any way connected to ERISA, the parties hereto shall first attempt to settle the dispute by mediation, administered by the American Arbitration Association under its Mediation Rules, unless otherwise agreed by the parties. The complaining party shall serve written notice of the demand for mediation on the other party according to the terms of Section 4B of this agreement. Mediation shall be held in Knoxville Tennessee. The parties shall equally bear all expenses of mediation, including the mediator's fee.

If settlement is not reached within sixty (60) days after service of a written demand for mediation, the mediation shall cease and the complaining party shall demand remedies for any remaining dispute, controversy or claim arising between the parties to this agreement, including, but not limited to, those arising out of, or relating in any way to, this agreement including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the agreement and / or any claim, dispute or controversy arising from, or in any way connected to ERISA, exclusively through Binding Arbitration conducted in accordance with the then existing Rules of the American Arbitration Association, as modified by the terms of Section H of this agreement. All claims, disputes, or controversies between the parties shall be arbitrated on an individual basis between TAG and Adopting Employer. Neither party shall bring any class, collective, or

multi-party claims against the other and neither party shall be a claimant or otherwise participate as a party in any class, collective, or multi-party claims or proceedings brought by any other person or entity.

The complaining party shall serve written notice of the demand for binding arbitration on the other party according to the terms of Section 4B of this agreement. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach.

This agreement to arbitrate shall be binding on the parties. Any issues as to the arbitrability of any dispute arising between the parties to this agreement shall be decided by the arbitrator.

The arbitration shall be conducted in Knoxville Tennessee. Federal Law, the FAA, ERISA and, to the extent not pre-empted by Federal law, the laws of the State of Tennessee shall be applied in any arbitration proceedings, without regard to principles of conflict of laws. The binding arbitration proceedings will be concluded within one hundred and twenty (120) days from the date the arbitrator is appointed, but failure to adhere to this time limit shall not constitute a basis for challenging the award. The arbitration period can be extended by the arbitrator for good cause, or by agreement of the parties. Neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties, unless where required by law.

The Parties shall not be entitled to discovery, except as agreed to by the parties, if any.

The arbitrator shall have no authority to award punitive damages. The arbitrator shall award interest from the time of the breach to the time of award at the rate of prejudgment interest under Tennessee Law. The cost of the arbitration proceeding, including arbitrator fees and expenses, and any proceeding in court to confirm or to vacate any arbitration award, as applicable including, without limitation, reasonable attorneys' fees and costs, shall be awarded against such party, and in such measure, as determined by the arbitrator, and shall be awarded as part of the arbitrator's award. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

I. OWNERSHIP OF RECORDS

The Adopting Employer agrees that all records produced, maintained, and stored by TAG other than the annual reporting delivered to the Employer are the property of the Adopting Employer. TAG will transfer electronically in a format determined by TAG any records necessary for a spin-off following discontinuance or Plan termination under this Agreement. TAG shall maintain custody of the records, data, and information of the Plan necessary for the performance of services hereunder, but such records, data and information are and shall remain the property of the Adopting Employer. Notwithstanding the generality of the foregoing, any computer software, computer programs, coding and other software items used by TAG in the performance of its duties hereunder are and shall remain the property of TAG. TAG shall maintain the records, data and information hereunder for a period of time as required by law following the termination of this Agreement; thereafter, such records, data and information may be destroyed, in the sole discretion of TAG.

J. RECORDS SECURITY

TAG agrees that it will protect the confidential information it receives from Adopting Employer according to commercially acceptable standards and no less rigorously than TAG protects its own confidential information. Specifically, the TAG shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically managed confidential information.

K. CONFLICTING TERMS

In the event any term or terms contained in Sections 1 through 8 of this agreement conflict with any term or terms contained in the Appendix, A of this Agreement, the term or terms contained in Appendix A shall control.

L. WAIVER AND FORBEARANCE

In the event TAG does not insist upon strict compliance of Adopting Employer as to any duties of performance owed by the Adopting Employer pursuant to the terms of this Agreement, or TAG does not enforce any or all of its rights and remedies under this Agreement, such forbearance on the part of Tag in no way waives or obviates Adopting Employer's obligations and duties, or TAG's rights and remedies under the terms of the Agreement.

M. SURVIVAL

The terms contained in Sections 9D., 9G., and 9H. shall survive termination of this Agreement.

I. Plan Administration with 3(38) Hiring and Monitoring

Adopting Employer, by signing this Agreement, into which this Appendix A is incorporated and made part of, delegates to TAG the responsibility of a Plan Administrator and fiduciary, as those terms are defined in the Employee Income Retirement Security Act of 1974 ("ERISA") and the U.S. Tax Code (the "Code"), and other duties under the Plan Document, the delegation of which TAG acknowledges and accepts upon execution of this Agreement, as further stated and limited in this Agreement and in this Appendix A.

Adopting Employer further agrees and acknowledges that TAG has the authority to appoint and remove the Investment Manager, as this term is defined in ERISA Section 3(38), with regard to the funds held under the Plan. In the event Adopting Employer later elects to be responsible for appointing said fiduciary, Adopting Employer expressly agrees to assume the duties and responsibilities of appointment, oversight and monitoring of Investment Manager. Should Adopting Employer elect to be responsible for appointing said fiduciary, Adopting Employer agrees to notify TAG of its choice of Investment Manager.

The Adopting Employer hereby acknowledges and agrees that TAG in its capacity as a Plan Administrator has the fiduciary authority to purchase and maintain a bond to the benefit of the Plan covering TAG's activities hereunder, to the extent required under ERISA Section 412, the cost of such bond being borne by the Plan; and that the Adopting Employer further acknowledges that when TAG enters into or maintains a Provider Agreement on behalf of the Plan, the fee payable under such Provider Agreements shall be payable from the assets of the Plan. If the full amount of such fee is not available for payment from the assets of the Plan for any reason, any remaining balance of the fee will be billed to the Adopting Employer.

The powers of Plan Administrator are described in the Plan document and includes, but is not limited to, the authority to resolve beneficiary disputes under the Plan; interpreting the terms of the Plan document; developing the Plan's financial statements; and responsibility for retaining auditors to prepare audited financial statements for the Plan, at the Plan's expense.

Adopting Employer specifically authorizes TAG to sign the Form 5500 as the Plan Administrator, not as a Service Provider to the Plan. However, TAG's obligations of testing the Plan and to sign the Form 5500 are deemed to cease and be void if events and circumstances caused by Adopting Employer, or otherwise beyond TAG's control, cause, or in the reasonable opinion of TAG, would cause the Form 5500 to not be filed by its due date. Adopting Employer agrees that TAG has the right to resign as Plan Administrator for 5500 filing purposes prior to its filing, should its filing be late because of circumstances beyond TAG's control. Additionally, TAG reserves the right to refuse filing Form 5500 with accountant's notes without first receiving payment in full from Adopting Employer.

II. Plan Administration Services

- 3(38) Investment Manager Appointment
- 404(a)(5) Notice Distribution
- 404(c) Notice Distribution
- Audit Firm Hiring & Monitoring
- Auto Enrollment Notice Distribution
- Death Benefit Approval*
- Blackout Notice Distribution
- 402(g) Limit Reporting
- Annual Discrimination & Coverage Testing
- Audit Completion Support*
- Beneficiary Designation Form Maintenance*
- Beneficiary Determinations*
- Census Review
- Corrective Distributions*
- Distribution Reporting
- DOL and IRS Issue Resolution Assistance
- Form 5500 Preparation, Signing, & Filing
- Hardship Withdrawal Approval
- Loan Approval & Reporting (if applicable)
- Fund Change Notice Distribution
- Plan Document Interpretation
- Plan Document Preparation & Archiving
- QDIA Notice Distribution
- Eligibility Calculations
- Eligibility Notifications
- Employer Contribution Monitoring
- ERISA Bond Review*
- Error Correction Monitoring
- Force Out Processing
- Form 5330 Preparation, & Filing
- Form 8955 Preparation, Signing, & Filing
- Loan Default Monitoring
- Loan Policy Administration
- Lost Earnings Calculations
- QDRO Determinations & Reporting
- SAR Production & Distribution
- SMM Notice Distribution
- SPD Production & Distribution
- Trustee Hiring and Monitoring (if applicable)
- Termination Withdrawal Approval
- Participant Enrollment Assistance*
- Payroll Aggregation
- Plan Design Review*
- Plan Irregularity Notifications
- Rate Changes Monitoring & Reporting*
- Required Minimum Distributions
- Safe Harbor Notice Distribution
- Termination Date Verification & Maintenance
- Vesting Verification & Tracking
- Year End Data Collection & Review

*As long as proper information is provided



IN WITNESS HEREOF, the parties have executed this Agreement as of this day, month and year written below. Any modification to this agreement requires an addendum executed by an authorized representative from each of the parties executing the original document.

