

ii. The following information is made available to all participants:

- A description of the annual operating expenses of each Investment Option (e.g., investment management fees, administrative fees, transaction costs) which reduce the rate of return to participants and beneficiaries, and the aggregate amount of such expenses expressed as a percentage of average net assets of the Investment Option.
- Copies of any prospectuses, financial statements and reports, and of any other materials relating to the Investment Options available under the plan, to the extent such information is provided to the plan.
- A list of the assets comprising the portfolio of each Investment Option and the value of each such asset (or the proportion of the Investment Option which it comprises).
- Information concerning the value of shares or units in Investment Option available to participants and beneficiaries under the plan, as well as, the past and current investment performance of such options, determined, net of expenses, on a reasonable and consistent basis.
- Information concerning the value of shares or units in Investment Options held in the account of the participant or beneficiary.

G. The Plan Sponsor acknowledges that the target-date investment options are a suitable QDIA for the Plan and is responsible for providing to each participant who defaults into a QDIA, an initial notice before a participant's account is invested in the QDIA and thereafter an annual notice, each of which include a description of the circumstances under which amounts may be invested on behalf of the participant or beneficiary in a QDIA.

H. It is solely the responsibility of Plan Sponsor to select and retain the Service Provider and to determine the suitability of the Guidelines for the Plan.

I. The Service Provider has agreed to provide certain administrative and other services to facilitate the Services provided by MFIM hereunder. MFIM's performance under this Agreement is conditioned upon its receipt of those services by the Service Provider. The parties agree that in providing services to the Plan or the Plan Sponsor to facilitate the Services of MFIM, the Service Provider is not providing investment advice or otherwise acting as a fiduciary with respect to the Plan.

J. MFIM may provide consulting and other services to the Service Provider with respect to various matters for which MFIM receives compensation from the Service Provider.

K. Services provided under this Agreement do not guarantee investment results which are better than those which could be obtained without the Services and do not otherwise guarantee future results.

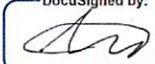
L. Services performed hereunder by MFIM will be based upon the information provided to MFIM by the Service Provider and Plan Sponsor, including, but not limited to, financial and other information relating to the Investment Options.

- M. Plan Sponsor agrees to review, at least annually, the demographic of the Plan or other information necessary to determine the appropriateness of the Guidelines chosen and make changes as necessary.
- N. Plan Sponsor hereby grants MFIM the right to deliver Mesirow Financial POLICE Report®, MFIM's proprietary watch list report and other deliverables to the Plan's Service Provider and/or Advisors.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Investment Manager Agreement, and will be legally bound by it, as of the Effective Date; provided, however, that this Agreement shall not become so binding on MFIM unless and until a copy hereof executed by Plan Sponsor is submitted to MFIM.

Plan Sponsor Name: Global Outreach Charter Academy Inc.

DocuSigned by:

9DB5654FE7DE4DF...

Signature: _____

Name: Sergey Soroka

Title: CEO

Date: 8/13/2018

Mesirow Financial Investment Management, Inc.


Signature: _____

Name: Michael Annin

Title: Senior Managing Director

Effective as Dated by Plan Sponsor above

**Mesirow Financial Investment Management, Inc.
Investment Manager Agreement**

**INVESTMENT GUIDELINES
EXHIBIT 1**

MFIM shall select the Plan's Investment Options pursuant to the investment guidelines described below selected by the Plan Sponsor.

The Guidelines include a suite of target-date investment options that serve as the Qualified Default Investment Alternatives ("QDIA") for the Plan, which covers investment options designed to satisfy the requirements of DOL Regulation Section 2550.404c-5(e)(4)(i) or (ii). Qualified default investment alternative (QDIA) investment options are the options used when participants do not make individual investment elections. The Plan Sponsor acknowledges the suitability of the target-date investment option as the QDIA for the Plan. In the event that the Service Provider is not able to implement the target-date investment options (whether as a result of a lack of participant age information or otherwise), the Plan Sponsor acknowledges and agrees that Service Provider will use the most conservative (Target Retirement, if available) target-date investment option in the Guidelines as a default investment option for the participants until such time as Service Provider is able to implement the target-date investment options.

Plan Sponsor should review the description of the guidelines and determine the suitability for the Plan.

0 bps 12b-1 Lineup with no Revenue Sharing –

This lineup strives to use investment options that have 0 bps 12b-1 fees and pay no revenue sharing to fulfill each asset class in the Lineup. The asset classes included ensure that the Lineup provides minimum asset class exposure for a basic diversified portfolio. In addition, the Lineup includes the mid cap domestic equity asset class, and growth and value options for the domestic large and small cap equity asset classes. Investment Options in the growth and value asset classes invest in stocks with distinctly different characteristics. Growth funds invest in companies expected to experience above-average earnings growth while value funds invest in companies that the manager believes are underpriced. Including growth and value asset classes provides participants the ability to give their portfolio a growth or value tilt. Additional supplemental asset classes such as Real Estate, High Yield, and Emerging Markets may also be included. The Lineup may be suitable for plans with a participant population that possesses an above average level of investment education and an above understanding of the risks associated with specialized asset classes. The asset classes may include but are not limited to -

- o Large Cap Growth Domestic Equity
- o Large Cap Value Domestic Equity
- o Large Cap Blend Domestic Equity
- o Small Cap Growth Domestic Equity
- o Small Cap Value Domestic Equity
- o Small Cap Blend Domestic Equity
- o Mid Cap Blend Domestic Equity
- o Large Cap Foreign Equity
- o Intermediate-term Domestic Bonds
- o Cash or Cash Equivalents

- Target-Date
- Risk-Based Allocation

**Mesirow Financial Investment Management, Inc.
Investment Manager Agreement**

EXHIBIT 2

Effective Date: 2018-08-29

Plan Sponsor Name: Global Outreach Charter Academy Inc.
(E.g. ABC Company)

Plan Name: Global Outreach Charter Academy Inc. 401(k) Profit Sharing Plan and Trust
(E.g. ABC Company 401(k) Savings Plan)

Paychex Plan Number: 80-0297346

Plan Sponsor has selected the following Investment Guidelines as described in Exhibit 1:

0 bps 12b-1 Lineup with no Revenue Sharing

Fee: (0.05%) (5 basis points)

The above fee is incorporated in the fees payable to the Service Provider, and neither the Plan nor the Plan Sponsor will have any liability for additional fees payable to MFIM with respect to this Agreement. Plan Sponsor acknowledges and authorizes Service Provider to pay these fees to MFIM, and acknowledges and agrees that such fees are reasonable compensation for the Services provided by MFIM.

Notice to Plan Sponsor

Name: Global Outreach Charter Academy Inc.

Address: 9570 Regency Square Blvd
Jacksonville FL 32225

Attn: _____



**Agreement of Participation
Reliance Trust Company Stable Value Fund – MetLife Series 25053**



In Process
COMPLETE YOUR RELIANCE TRUST APPLICATION IN FIVE EASY STEPS

To complete your application, simply:

1. SCROLL DOWN AND REVIEW THE NEW CLIENT CHECKLIST.
2. COMPLETE EACH REQUIRED FROM.

If you'd like to complete the Agreement of Participation by hand, skip this step and move on to step 4

3. ONCE YOU HAVE PROVIDED THE REQUESTED INFORMATION REVIEW THE FORMS TO ENSURE THEY ARE COMPLETE.
4. PRINT ALL REQUIRED FORMS.
5. SIGN AND DATE ALL FORMS AND SUBMIT TO CITGROUP@RELICO.COM FOR REVIEW AND APPROVAL.



New Client Checklist

Reliance Trust Company Stable Value Fund – MetLife Series 25053

Welcome! We are so excited to begin our partnership with you! To ensure we have the information we need to best serve you, please take a few moments to review this page which outlines the Agreement of Participation.

Step 1. Complete Agreement of Participation *(Required)*

- Complete all form fields on page 1 of the agreement in their entirety as this page will pre-populate the rest of the agreement.
- An authorized signer of the Plan Sponsor must date and execute the agreement on the bottom of Page 10.

Step 2. Complete Investment Menu Form – Exhibit A *(Required)*

- List all investment options that are available to plan participants in your plan.

Note: An investment in the Reliance Trust Company Stable Value fund – MetLife Series 25053 is not available to the Plan if the Plan also offers competing investment funds as identified below. A Competing Funds Waiver Agreement is available for fixed income funds. At no time are money markets or other stable value funds permitted. The following represent competing funds as defined by the trust:

- Fixed income funds with target durations of 3 years or less
- Other Stable Value Funds
- Allocation Investment Models or Funds with 70% or more invested in fixed income stable value or money market funds
- Money Market Funds

Step 3. Complete “Competing Funds Waiver” Agreement – Exhibit B *(If Applicable)*

- The Competing Funds Waiver Agreement is available for fixed income funds. **All other competing funds are not eligible.**
- The TPA and/or Recordkeeping Firm identified for the plan must agree to maintain and enforce a 90- day equity wash provision.

Step 4. Complete “Investment Allocation Model Waiver” Agreement – Exhibit C *(If Applicable)*

- Complete and sign this form if you plan to use the Reliance Trust Company Stable Value Fund – MetLife Series 25053 – in an investment allocation model. Request additional Investment Allocation Model Waiver Agreements from citgroup@relico.com.

Step 5. Complete “Producer Designation Form” – Exhibit D *(If Applicable)*

- Complete and sign only if the Selling Producer/Advisor will be receiving compensation payments issued directly from Reliance Trust Company as Trustee of the Collective Trust.

Step 6. Submit required documents to citgroup@relico.com for review and approval *(Required)*

If you have any questions, please feel free to contact us at any time at citgroup@relico.com.



Reliance Trust Company Stable Value Fund Collective Investment Trust
MetLife Series 25053 (multi-class)

Agreement of Participation					
Plan Information					
Plan Name:	Global Outreach Charter Academy Inc. 401(k) Profit Sharing Plan and Trust				
Employer / Plan Sponsor:	Global Outreach Charter Academy Inc.				
Primary Contact:	Sergey Soroka				
Address:	9570 Regency Square Blvd				
City:	Jacksonville	State:	FL	Zip:	32225
Email:	dgoncharov@gocacademy.com	Phone#:	904-551-7104		
Company Employer Identification#(EIN):	80-0297346	Plan 3-digit ID Number:	001		
Estimated Initial Investment	0				
Plan Intermediary Information (Directing Agent)					
Intermediary Firm:	Paychex, Inc				
Primary Contact:	Nroker Support				
Address:	1175 John Street				
City	West Henrietta	State:	NY	Zip:	14586
Email:	brokerrequest@paychex.com	Phone#:	800-472-0072		
Financial Advisor Information -*Completed if Commission Based*					
Brokerage Firm Name:					
Financial Advisor:					
Address:					
City:		State:		Zip:	
Email:		Phone#:			
Investment Advisor Information-*Completed if Fee Based*					
Firm Name:					
Primary Contact:					
Address:					
City:		State:		Zip:	
Email:		Phone#:			
Trading Platform:	MATC				



Agreement of Participation
Reliance Trust Company Stable Value Fund Collective Investment Trust
MetLife Series 25053 (multi-class)

This Agreement of Participation (this "Agreement") is made by and between Reliance Trust Company as trustee of the Group Trust referred to below, including any successor thereto (the "Trustee"), and the undersigned Plan Fiduciary, as identified below (the "Representative").

WHEREAS, the Trustee operates a collective investment trust known as the Reliance Trust Company Stable Value Fund Collective Investment Trust (the "Group Trust");

WHEREAS, the Group Trust is governed by the Declaration of Trust of the Reliance Trust Company Stable Value Fund Collective Investment Trust, amended and restated Declaration of Trust adopted September 22, 2009, amended February 17, 2010, amended June 19, 2012 and amended March 5, 2015 (the "Declaration of Trust"); and

WHEREAS, the Representative serves as the Plan Fiduciary of and has the authority to act on behalf of the Participating Plan.

NOW, THEREFORE, the Trustee and Representative agree as follows:

1. Participation. The Eligible Plan as defined below (the "Participating Plan") hereby agrees to purchase, from time to time, Units (as described in the Declaration of Trust) of the Fund or Funds (including the respective Classes thereof (as such term is defined in the Declaration of Trust). Initial payment for such Units shall be made in cash in immediately available funds simultaneously with the execution of this Agreement or upon such later date as may be agreed upon by the Trustee and the Representative. Upon receipt of such payment, the Trustee will cause to be established respective accounts (the "Accounts") within the respective Funds on behalf of the Participating Plan. The Accounts shall consist of Units of the respective Funds, based on the amount of such payment and such other amounts as may hereafter be deposited on behalf of the Participating Plan, or as may hereafter be withdrawn on behalf of the Participating Plan, in connection with subsequent acquisitions or dispositions respectively, of Units, as adjusted pursuant to the Declaration of Trust.
2. Declaration of Trust. The Declaration of Trust is incorporated into and made a part of this Agreement. The Trustee may amend the Declaration of Trust at any time, in its sole discretion, as provided therein. The Representative acknowledges receipt of a copy of the Declaration of Trust, has reviewed the terms thereof to the extent it deems necessary in order to be fully informed with respect thereto, and adopts, accepts, and agrees that the Participating Plan shall be bound by all of the terms and provisions of the Declaration of Trust. Assets of the Participating Plan managed under this Agreement may be commingled with assets of other tax qualified employee benefit trusts in the Group Trust and the Funds.
3. Representations, Warranties and Agreements of Representative. The Representative represents and warrants to the Group Trust and the Trustee (and any other persons authorized to act on their behalf) as follows:
 - A. Representative has full power and authority under the provisions of the applicable instruments governing the Participating Plan to execute, deliver and perform the obligations under this Agreement on behalf of the Participating Plan. The execution and delivery of this Agreement and the appointments and investments contemplated hereby have been duly authorized in accordance with the provisions of the instruments governing the Participating Plan and are in accordance with all requirements applicable to the Participating Plan's governing instruments and under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or other applicable law. If the Participating Plan is subject to ERISA, Representative is either a "named fiduciary" (within the meaning of section 402(a)(2) of ERISA) of the Participating Plan, a person designated by such a named fiduciary pursuant to section 405(c)(1)(B) of ERISA or the plan trustee (as described in section 403(a) of ERISA) of the Participating Plan. This Agreement constitutes the valid and binding undertaking of Representative and the Participating Plan enforceable in accordance with its terms. No consent of any person, and no license, permit, approval or authorization of, exemption by, report to, or registration, filing or declaration with, any governmental authority is required to be obtained by Representative or the Participating Plan in connection with the execution, delivery and performance by Representative or the Participating Plan of this Agreement, other than those already obtained.



- B. The Participating Plan is acquiring its interest in the Group Trust for its own account, and not with a view to resale or distribution.
- C. The Representative has the requisite knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of this investment and to be capable of protecting the Participating Plan's interests in connection with this transaction.
- D. The Participating Plan is an "Eligible Plan" as defined below.

(a) a trust established under a retirement, stock bonus, pension or profit sharing plan, or other employee benefit trust or custodial account (i) which is qualified within the meaning of Code Section 401(a) and exempt from taxation under Code Section 501(a); and (ii) which is administered under one or more Governing Documents which specifically authorize part or all of the assets of the trust to be commingled for investment purposes with the assets of other such trusts in a collective investment trust, which specifically or in substance and effect, adopt each such collective investment trust as a part of the plan and which expressly and irrevocably provide that it is impossible for any part of the corpus or income of such trust to be used for, or diverted to, purposes other than for the exclusive benefit of its participants and their beneficiaries consistent with the Treasury Regulation §1.401(a) 2 (as the same may be modified by amendment or statute). If a trust covers one or more self-employed individuals within the meaning of Code Section 401(c) (a "Keogh Plan"), the trust and the plan must satisfy the requirements of Rule 180 promulgated under Section 3(a)(2) of the Securities Act, as amended (or any successor regulation, ruling or similar pronouncement regarding participation in a collective trust fund by plans covering self-employed individuals);

(b) a governmental retiree benefit plan of the type referred to in Code Section 401(a) (24) which (i) is not subject to Federal income taxation; and (ii) is administered under one or more Governing Documents which specifically authorize part or all of the assets of the plan to be commingled for investment purposes with the assets of other such plans in a collective investment trust, which specifically or in substance and effect, adopt each such collective investment trust as a part of the plan and which expressly and irrevocably provide that it is impossible for any part of the corpus or income of such trust to be used for, or diverted to, purposes other than for the exclusive benefit of its participants and their beneficiaries, consistent (in the case of a plan described in Code Section 457(b)) with the requirements of Treasury Regulation §1.457 8(a)(2) (as the same may be modified by amendment or statute) and that is exempt from federal income tax and is a governmental plan within the meaning of Code Section 414(d);

(c) any trust, to the extent permitted by applicable Internal Revenue Service rulings, created under an employee pension or profit sharing plan (i) which is a Puerto Rico plan described in Section 1022(i)(1) of ERISA; and (ii) which is administered under one or more Governing Documents which specifically authorize part or all of the assets of the trust to be commingled for investment purposes with the assets of other such trusts in a collective investment trust as a part of the plan and which expressly and irrevocably provide that it is impossible for any part of the corpus or income of such trust to be used for, or diverted to, purposes other than for the exclusive benefit of its participants and their beneficiaries;

(d) a segregated asset account maintained by a life insurance company consisting exclusively of assets of investors described in subsections (a), (b) and/or (c) of this Section 1.12, and is administered under one or more Governing Documents which authorize part or all of the assets of the account to be commingled for investment purposes with the assets of other such accounts in a collective investment trust and which expressly and irrevocably provides that it is impossible for any part or the corpus or income of such account to be used for, or diverted to, purposes other than the exclusive benefit of its participants and their beneficiaries and whose constituent trusts adopt, specifically or in substance and effect, each such collective investment trust as part of their respective plans;

(e) any other trust or plan that is permitted to participate in a Group Trust under the Group Trust Rules and the participation of which will not jeopardize the exemptions



from the registration requirements of the Securities Laws available to the Group Trust, as determined by the Trustee in its discretion; and

(f) a common or collective trust fund, including any such fund maintained by the Trustee, that equitably belongs to trusts or plans described in subsections (a) through (d) above and is exempt from taxation under Section 501(a) of the Code by reason of qualifying as a Group Trust under rules as set forth in the Group Trust Rules, as amended, or any successor ruling, and is administered under one or more Governing Documents which authorize part or all of the assets of the trust to be commingled for investment purposes with the assets of other such trusts in a collective investment trust, which specifically or in substance and effect, adopt each such collective investment trust as a part of the trust and which expressly and irrevocably provide that it is impossible for any part of the corpus or income of such trust to be used for, or diverted to, purposes other than the exclusive benefit of its participants and their beneficiaries consistent with the requirement of Treasury Regulation §1.401(a) 2 (as the same may be modified by amendment or statute).

Notwithstanding the foregoing, the Trustee may exclude from participation in the Group Trust or in any particular Class any individual trust or plan, or category of trust or plan, described in subsection (a) through (e) in its discretion, and no individual trust or plan, or category of trust or plan, described in subsection (a) through (e) shall be treated as an Eligible Plan if it would jeopardize the Trust's status as a Group Trust or the exemptions from the registration requirements of the Securities Laws available to the Group Trust, as determined by the Trustee in its discretion.

For the avoidance of doubt, each trust or plan described in subsection (a) through (f) must (1) be maintained pursuant to a Governing Document that authorizes it to participate in the Group Trust established pursuant to this Declaration of Trust or in any common or collective trust fund, and (2) specifically or in substance and effect, adopts this Declaration of Trust (A) as a part of the plan of which such trust is a part, or (B) as a part of the declaration of trust or other governing instrument under which such other common or collective trust fund is maintained.

- E. The Participating Plan does not include plans that cover any persons who are employees as defined in section 401(c) of the Internal Revenue Code of 1986, as amended, e.g., H.R. 10 or Keogh plans.
- F. If a plan funded by the Participating Plan is a participant-directed individual account plan, any such plan either (i) in the case of a plan that is subject to ERISA, is a plan described in section 404(c) of ERISA and the Department of Labor regulations thereunder or (ii) in the case of a plan that is not subject to ERISA, is a plan whose governing documents provide relief to plan fiduciaries, including the Trustee and the Sub-Advisor (as defined below) and the Representative, that is substantially similar to the relief set forth in section 404(c) of ERISA and the Department of Labor regulations thereunder.
- G. The Representative hereby certifies that it is the person or entity designated and authorized to provide directions to Trustee on behalf of the Participating Plan.
- H. The Representative represents that the responsible Plan Fiduciary of the Participating Plan has received the disclosures required by the applicable regulations promulgated under section 408(b)(2) of ERISA.
- I. If a plan funded by the Participating Plan is a participant-directed individual account plan, the Participating Plan has complied with the requirements of the Department of Labor's regulations under section 404a-5 of ERISA related to the disclosure of investment options and fees to plan participants.
- J. The Representative acknowledges that the Funds will be operated as if the Trustee is not required to be registered with the Commodity Futures Trading Commission (the "CFTC") as a commodity pool operator pursuant to CFTC Rule 4.5(a)(3).
- K. The Representative represents that no assurances or guarantees have been made to the Participating Plan by anyone as to whether the respective investment objectives of the Funds will be realized or whether any Fund's strategies will prove successful.



- L. The Representative acknowledges that the Participating Plan will bear any penalties or losses incurred in connection with a distribution described in Section 3.01 of the Declaration of Trust.
 - M. The Representative understands that no United States federal or state agency or exchange has reviewed the Offering/Disclosure Documents relating to the Group Trust, the Funds or Units of the Funds, or any supplements thereto, or made any finding or determination as to the fairness of an investment in the Group Trust or the Funds. The Representative has read and understands the Offering/Disclosure Documents (which outlines, among other things, the organization and investment objectives and policies of the Funds and some of the risks associated with an investment in the Funds). The Representative acknowledges that in connection with the subscription by the Participating Plan for Units of the Funds, Representative has relied solely upon the Offering/ Disclosure Documents and independent investigations made by the Representative
 - N. The representations, warranties and agreements made herein are made by the Representative with respect to the Representative and with respect to the Participating Plan and shall be continuous and effective throughout the term of this Agreement. The Representative shall promptly notify the Trustee of any action or development which jeopardizes or is reasonably expected to jeopardize the accuracy of any of the representations or warranties made herein. The Representative shall provide the Trustee, upon written request, with any necessary documentation to satisfy the Trustee of the Representative's and/or the Participating Plan's compliance with its representations, warranties and agreements in this Agreement, including an opinion of counsel suitable to the Trustee. In the event any representation or warranty shall be inaccurate or untrue at any time, or an agreement is not complied with, during the term of this Agreement, the Trustee may cause the termination of the Participating Plan's participation in the Group Trust.
4. Representations and Warranties of Trustee. The Trustee represents and warrants to the Representative as follows:
- A. The Trustee is a "bank" as defined in the Investment Advisers Act of 1940, and is exempt from registration thereunder.
 - B. The Trustee's execution and delivery of this Agreement have been authorized by appropriate action and do not violate any obligation by which it is bound, and this Agreement when executed and delivered by the parties will be binding upon the Trustee.
 - C. The Trustee's execution and adoption of the Declaration of Trust has been authorized by appropriate action and is valid and in accordance with applicable law.
 - D. Trustee/manager is a qualified professional asset manager within the meaning of the Department of Labor Prohibited Transaction Class Exemption ("PTE") No. 84-14.
 - E. The Trust has received a favorable determination or opinion letter from the IRS with regard to qualification for exemption under Code § 501(a).
 - F. Indicia of ownership of the Fund's assets will be maintained in the U.S.
 - G. The Trustee is exempt from the fiduciary bond requirement by reason of being a bank.
 - H. The Trustee will take reasonable measures to prevent adverse consequences from computer or other equipment failure.
 - I. The Trustee represents that neither the Trust nor any of the Funds comprising the Trust are or will be registered as an investment company under the Investment Company Act of 1940. Each Fund is offered to the Participating Plans in reliance upon an exclusion contained in Section 3(c)(11) of the Investment Company Act of 1940. The Trustee agrees to operate the Trust and the Funds in compliance with the requirements of Section 3(c)(11).
 - J. The Trustee acknowledges and agrees that it is a "fiduciary" and an "investment manager" as those terms are defined in Sections 3(21) and 3(38) as related to the Fund, respectively, of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), with respect to assets of the Participating Plan held in the Group Trust.



5. Trustee's Duties and Powers.

- A. The Trustee shall have all powers incidental to carrying out its duties under this Agreement and the Declaration of Trust and to perform other duties as agreed upon in writing by the parties.
- B. The Trustee will operate and manage the Group Trust in accordance with the terms of the Declaration of Trust, this Agreement, ERISA, and other applicable law. The Trustee may, in its sole discretion, retain and receive investment recommendations with respect to the Funds from one or more investment advisers (each, a "Sub-Advisor") who are identified in the applicable Offering/ Disclosure Documents, as it may be amended or supplemented from time to time.
- C. The Trustee acknowledges that it is a fiduciary as defined in ERISA and will, at all times, discharge its duties with respect to the Group Trust in accordance with the standard of care set forth in ERISA and other applicable law.
- D. The Trustee will maintain liability insurance covering its operation of the Funds, including its fiduciary obligations under ERISA. Upon written request, the Trustee will provide the Representative with written confirmation of such coverage and the liability limits then in effect.
- E. In connection with the appointment of the Sub-Advisor to assist with the management of the Funds or the selection of, or the opening of accounts with, broker-dealers or counterparties for transactions on behalf of any Fund (whether by a Sub-Advisor or otherwise) or otherwise as reasonably necessary in connection with the operation of the Funds, the Trustee may provide (or permit the Sub-Advisor to provide) to such persons or other persons a copy of this Agreement or such other information about the Participating Plan as is reasonably necessary in connection therewith.

6. Aggregation. The Representative acknowledges and agrees that the Trustee, any Sub-Advisor, or any other entity managing the assets of the Group Trust (each, a "Manager") is authorized and directed to engage in the aggregation of securities transactions or block trading involving the assets of the Group Trust with the assets of any other proprietary or non-proprietary accounts managed by the Manager or one of its affiliates in circumstances where the Manager determines that such aggregation or block trading is in the interest of the Group Trust. In accordance with applicable regulatory requirements, the Manager may execute transactions on an aggregated basis to help obtain best execution and negotiate more favorable commission rates or to lower transaction costs that might have otherwise been paid had such orders been placed independently. When aggregating orders, the Manager will maintain written procedures and guidelines requiring that all accounts be treated in a fair and equitable manner and will not aggregate orders for the Group Trust unless the Manager believes that aggregation is consistent with its duty to seek best execution in respect of the assets of the Group Trust. Orders may be aggregated with orders involving the proprietary assets of the Manager and its affiliates only where the Manager determines that the Manager and its affiliates do not derive a benefit from the aggregation not otherwise enjoyed by the Group Trust, and the Group Trust does not suffer a loss arising from the aggregation. The Manager will at all times maintain reasonable procedures and guidelines to assure that no account involved in aggregation or block trading will be favored over any other account; however, a variety of factors are determinative of whether or not a particular account may or may not participate in a particular aggregated transaction. These factors include, but are not limited to, investment objectives, investment guidelines and strategies, position weightings, cash availability, and risk tolerance. Because of the foregoing and various other factors, there may be differences in invested positions and securities held which could lead to security dispersion among client accounts.

7. Fees and Expenses The Representative hereby agrees to the payment of all fees and expenses described in the Declaration of Trust and in the Offering/Disclosure Documents, including those fees payable to the Trustee and other service providers to the trust, and hereby further acknowledges and agrees that (i) such fees are reasonable compensation for the services performed by the Trustee and other service providers of the trust.

The Representative certifies that the service provider(s) named in the Agreement of Participation, if designated, provide services to the Participating Plan and hereby directs the Trustee to issue payment to the service provider(s) in the amount attributable to the Administrative Service Fee identified on Schedule B. The Representative also certifies that the service provider will use these fees to offset expenses that would be charged to the Participating Plan if this fee arrangement were not in effect, and to the extent that any excess fee exists, such excess shall be reimbursed to the Participating Plan. The Representative covenants that it will cause the Plan Sponsor to disclose this fee arrangement to all



eligible plan participants, if applicable, prior to the Participating Plan investing in the Group Trust.

8. Duty to Report Changes. The Representative hereby agrees to notify the Trustee promptly of any notifications or determinations by the Internal Revenue Service, the Department of Labor, or any other applicable Federal or state agency with respect to the participation by the Participating Plan in the Group Trust or the Funds, including without limitation the material results of any audit of the Participating Plan, whether or not such examination purports to affect the status of the Participating Plan as eligible to invest in the Group Trust or the Funds.
9. Liability. The Trustee does not guarantee the future performance of the Funds or any specific level of performance, the success of any investment decision or strategy that the Trustee may use, or the success of the Trustee's overall management of the Funds. The Trustee, each Sub-Advisor and their respective shareholders, directors, officers, employees, agents, affiliates, successors and assigns shall not be liable for any expenses, losses, damages, liabilities, charges and claims of any kind or nature whatsoever ("Losses") arising from any depreciation in value of any Fund or resulting from the Trustee's actions in regard to any Fund, except to the extent such Losses are judicially determined to be proximately caused by the Trustee's or the applicable Sub-Advisor's negligence, willful misconduct, breach of its confidentiality obligations set forth in Section 15(F) below, or breach of fiduciary duty under ERISA. The Trustee, each Sub-Advisor and their respective shareholders, directors, officers, employees, agents, affiliates, successors and assigns shall have no responsibility or liability on account of the management of any assets of the Participating Plan outside of the Funds or the administration of the Participating Plan. Except as otherwise required by ERISA, under no circumstances shall the Trustee, each Sub-Advisor or their respective shareholders, directors, officers, employees, agents, affiliates, successors and assigns be liable for any special, consequential or indirect damages.
10. Anti-Money Laundering. Representative acknowledges, represents and warrants the following:
 - A. that with respect to it and the amounts paid or to be paid by the Participating Plan to the Accounts and the sources of such funds, measures aimed at the prevention of money laundering require the verification of its identity and source of funds, and that the Trustee will not engage in any activity under this Agreement until such time as all relevant information to verify the Participating Plan's identity and source of funds is provided to the Trustee or its duly authorized agent, and the Trustee or its agent has verified such identity and source of funds;
 - B. that the funds were not directly or indirectly derived from illegal activities, including any activities that would violate the laws, rules or regulations of any country, in particular, U.S. federal or state laws;
 - C. that no person controlling, controlled by or under common control with the Participating Plan, and no person having a beneficial interest in the Participating Plan, or the funds (other than participants and beneficiaries of an employee benefit plan whose assets are included among the funds) is an individual, organization or entity on the List of Specially Designated Nationals and Blocked Persons ("OFAC Control List") maintained by the U.S. Office of Foreign Assets Control ("OFAC"), and that the Participating Plan is not entering into this Agreement on behalf of, or for the benefit of any individual, organization or entity (other than participants and beneficiaries of an employee benefit plan whose assets are included among the Assets) listed on the OFAC Control List;
 - D. that no person employed by the Participating Plan is a current or former Senior Foreign Political Figure, a member of a Senior Foreign Political Figure's Immediate Family and/or any Close Associate of a Senior Foreign Political Figure residing in a non-cooperative country or territory or a jurisdiction designated by the U.S. Treasury as warranting special measures due to primary money laundering concerns;
 - E. that the funds do not originate from nor will be routed through an account maintained at a Foreign Shell Bank, an "offshore bank" or a bank organized or chartered under the laws of a jurisdiction deemed to be a non-cooperative country or territory;
 - F. that entering into this agreement with the Trustee will not cause the Trustee to contravene any U.S. federal, state or foreign laws or regulations relating to money laundering; and



- G. that it will provide the Trustee upon request such additional information as may be specified by the Trustee in order to ensure the Trustee's compliance with U.S. federal, state and foreign laws and regulations relating to money laundering.

In this Section, the following words and phrases shall have the meaning set out beside them, unless the context requires otherwise:

Close Associate	a person who is widely and publicly known to maintain an unusually close relationship with a senior foreign political figure;
Foreign Shell Bank	a foreign bank without a physical presence in any country;
Immediate Family	the parents, siblings, spouse, children and in-laws of a senior foreign political figure;
Offshore Bank	a foreign bank that is barred, pursuant to its banking license, from conducting banking activities with the citizens of, or with the local currency of, the country that issued the license;
Senior Foreign Political Figure	a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), senior official of a major foreign political party or a senior executive of a foreign government-owned corporation;

- In Process
- 11. Amendment and Termination. This Agreement may be amended at any time by written agreement between the Trustee and the Representative. Either party may terminate this Agreement upon thirty (60) days' written notice to the other party; provided, however, that any termination shall not be effective until there are no assets remaining in any Account, and such termination and withdrawal of assets shall be subject to the applicable withdrawal rules found in the Declaration of Trust. Notwithstanding anything to the contrary provided herein or in the Declaration of Trust, the Trustee may terminate this Agreement immediately upon the breach of any representation, warranty or agreement made by the Representative in or pursuant to this Agreement. Upon any termination of this Agreement by the Trustee, the Trustee may require the Participating Plan to withdraw from the Group Trust (including withdrawal of all Account assets from the Group Trust). The obligations of the Participating Plan under Section 6.03 of the Declaration of Trust shall remain in full force and effect notwithstanding the fact that the Trustee has ceased to be the trustee under the Group Trust, the Participating Plan no longer has an interest in the Group Trust or the Funds, or this Agreement, the Group Trust, the Funds or the Declaration of Trust have terminated. In the event of any inconsistency between the Declaration of Trust and this Agreement, the Declaration of Trust shall control.
 - 12. Miscellaneous.
 - A. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Declaration of Trust.
 - B. Counterparts. This Agreement may be executed in more than one counterpart with the same effect as if the parties executing the several counterparts had all executed one document.
 - C. Assignment. This Agreement may not be assigned nor transferred in any manner by either party without the consent of the other party (except for an assignment by the Trustee to a successor trustee of the Group Trust, as to which the consent of the Representative or the Participating Plan shall not be required).
 - D. Enforceability. If any provision of this Agreement is invalid or unenforceable under applicable law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such applicable law. Any provision hereof which may be held invalid or unenforceable under any applicable law shall not affect the validity or enforceability of any other provisions hereof, and to this extent; the provisions hereof shall be severable.



E. Governing Law. Notwithstanding the place where this Agreement may be executed by any of the parties, the parties expressly agree that all terms and provisions hereof shall be construed under the laws of the State of Georgia to the extent not pre-empted by applicable federal law.

F. Confidentiality. In connection with the operation of the Funds and/or the Group Trust and its ongoing business, Representative and the Participating Plan may receive or have access to confidential proprietary information concerning the Group Trust and/or the Funds, including, without limitation, portfolio positions, valuations, information regarding potential investments, financial information and trade secrets (the "Confidential Information"), which is proprietary in nature and non-public. Without the prior written consent of the Trustee, none of the Representative, the Participating Plan or any of its affiliates shall disclose or cause to be disclosed any Confidential Information to any person or use any Confidential Information for its own purposes or its own account, except (i) in monitoring its investment in the Group Trust and/or the Funds and exercising its rights hereunder and (ii) as otherwise required or permitted by any regulatory authority, law or regulation, or by legal process.

The Trustee may, pursuant to this Agreement, receive from Representative confidential information concerning the Participating Plan which is proprietary in nature and non-public (for example, taxpayer identification number, amount of investment, etc.). The Trustee will not disclose any such information about the Participating Plan other than in connection with the administration, processing and servicing of accounts or to accountants, counsel and auditors or as otherwise required or permitted by any regulatory authority, law or regulation, or by legal process or as otherwise contemplated by this Agreement.


G. Notices. Any notice or other communication required or which may be given hereunder shall be in writing and shall be deemed to be duly given if mailed or delivered or transmitted by facsimile transmission:

(i) If to Representative, at the address appearing on the record books of the Trustee.

(ii) If to the Trustee:
Reliance Trust Company
1100 Abernathy Road, Suite 400
Atlanta, GA 30328
Attention: General Counsel

Either the Representative or the Trustee may change the address to which notices are to be delivered by written notice to the other party.



<u>Representative</u>	<u>Trustee Approval</u>
<p>As an authorized officer or Representative of the Participating Plan and as a fiduciary of the Eligible Plan as defined in the Declaration of Trust, I understand, and I hereby represent that the Plan Sponsor understands, that the Trustee will invest all assets under the Group Trust as set forth in the Declaration of Trust. I further represent that the Signatory and the Plan Sponsor will be bound by the terms of this Agreement of Participation, Disclosure Statement and Declaration of Trust.</p>	<p>The below Eligible Plan has been approved for participation in the Reliance Trust Company Stable Value Fund Collective Investment Fund group trust, in the Fund selected by the Participating Plan on Schedule A.</p>
Global Outreach Charter Academy Inc.	Reliance Trust Company
(Plan Fiduciary or Directing Fiduciary name)	(Name of Trustee)
<p>By:  <small>DocuSigned by: 9DB5654FE7DE4DF...</small></p>	<p>By:</p>
Name: Sergey Soroka	Name:
Date Signed 8/13/2018	Date Signed:
Name of Plan: Global Outreach Charter Academy Inc. 401(k) Profit Sharing Plan and Trust	

Questions and Information Requests should be directed to: citgroup@relico.com



**Reliance Trust Company Stable Value Fund Collective Investment Trust
MetLife Series 25053 (multi-class)**

SCHEDULE A

The Participating Plan's initial purchase of Units will be from the following Fund

****Check the box below next to the share class being submitted. Example: 25 BPS is class 25.****

Reliance Trust Stable Value Fund – MetLife Series 25053					
Make a Selection	Unit Class	Trustee Fee ¹	MetLife Contract Charge ²	Administrative Service Fee ³	Total Fund Operating Expenses
<input checked="" type="checkbox"/>	Class 0	0.20%	0.42%	0.00%	0.62%
<input type="checkbox"/>	Class 10	0.20%	0.42%	0.10%	0.72%
<input type="checkbox"/>	Class 15	0.20%	0.42%	0.15%	0.72%
<input type="checkbox"/>	Class 20	0.20%	0.42%	0.20%	0.82%
<input type="checkbox"/>	Class 25	0.20%	0.42%	0.25%	0.87%
<input type="checkbox"/>	Class 35	0.20%	0.42%	0.35%	0.97%
<input type="checkbox"/>	Class 50	0.20%	0.42%	0.50%	1.12%
<input type="checkbox"/>	Class 60	0.20%	0.42%	0.60%	1.22%
<input type="checkbox"/>	Class 65	0.20%	0.42%	0.65%	1.27%

****Payee Box below: BPS (class %, example: class 25 is ".25"). The total administrative % needs to match the BPS %****

MetLife Series 25053		
Payee 1	N/A	%
Payee 2		%
Payee 3		%
Total Administrative Service Fee		0.00%

- 1 The Trustee, in its capacity as Trustee for the Fund, charges a fee for investment, administration, custodial, fund accounting, and administrative services. The Trustee Fee is 0.20% on the first \$2 billion and 0.18% over \$2 billion. These fees are taken into account in setting the interest rate and are not applied to reduce the Fund's contract value. These fees are paid from the separate accounts. The Trustee may charge to the Fund or otherwise disburse from the Fund all reasonable costs and expenses incurred in the administration of the Fund, as more fully described in the Declaration of Trust and the Disclosure Statement (such expenses may include but are not limited to legal fees, litigation expenses, brokerage fees and audit fees). These fees would normally reduce the Fund's contract value and would be paid from the separate accounts.
- 2 Actual MetLife contract charge may be based on the fee schedule for each separate account that is applied to the contract's value and may be higher or lower depending on the relative proportions of the contract invested in each separate account at any given time. See Appendix A of the Disclosure Document for full fee disclosure. These fees are taken into account in setting the interest rate and are not applied to reduce the Fund's contract value. These fees are paid from the separate accounts.
- 3 The Administrative Service Fee is intended to enable a Participating Plan to fund plan level fees and expenses paid to third parties for services, including, among others, participant recordkeeping, communication, and education services and other administrative services provided to the Participating Plan or its accompanying Plan. A Participating Plan may choose a Unit class subject to an Administrative Service Fee considered appropriate for the Participating Plan, as described below. The Trustee charges the Administrative Service Fee against the assets of the relevant Unit Class and pays the Fee to the third-party service provider(s) designated in instructions from the Participating Plan. A Participating Plan may change the Administrative Service Fee only by redeeming Fund Units and reinvesting the proceeds in a Unit Class with a different Administrative Service Fee.



Exhibit A - Investment Menu

Reliance Trust Company Stable Value Fund - Metlife Series 25053

Plan Sponsor: Global Outreach Charter Academy Inc.

Plan Name: Global Outreach Charter Academy Inc. 401(k) Profit Sharing Plan and Trust

Investment Name	Ticket or CUSIP	Investment Name	Ticket or CUSIP
Vanguard Balanced Index Inv	VBINX		
Vanguard Growth Index Inv	VIGRX		
Vanguard Small Cap Growth Index Inv	VISGX		
Vanguard Small Cap Index Inv	NAESX		
Vanguard Small Cap Value Index Inv	VISVX		
Vanguard Value Index Inv	VIVAX		
Northern Small Cap Index	NSIDX		
Northern Bond Index	NOBOX		
TIAA-CREF Equity Index Instl	TIEIX		
Metlife GAC Series 25053 0	250X0		
Blackrock International Index K	BTMKX		
Blackrock Midcap Index Institutional	BRMIX		
State Street Target Retirement 2020 K	SSBHX		
State Street Target Retirement 2025 K	SSBOX		
State Street Target Retirement 2035 K	SSBSX		
State Street Target Retirement 2040 K	SSBYX		
State Street Target Retirement 2045 K	SSCKX		
State Street Target Retirement 2050 K	SSCQX		
State Street Target Retirement 2055 K	SSDEX		
State Street Target Retirement 2060 K	SSDLX		
State Street Aggregate Bond Index Fund Class K	SSDQX		
State Street Target Retirement K	SSDYX		
State Street Global Equity ex-US Index Fund Class K	SSFEX		
State Street Equity 500 Index Fund Class K	SSFOX		

At the discretion of Reliance Trust Company, the Fund's Trustee may request a periodic review of the available investment options in the participating plan.



Exhibit B - Competing Funds Waiver Agreement
Reliance Trust Company Stable Value Fund - MetLife Series 25053

Plan Name: Global Outreach Charter Academy Inc. 401(k) Profit Sharing Plan and Trust

TPA/Recordkeeping Firm: _____

Competing Fund Type:

Short Duration Bond Fund (Duration<3yrs)

Ticker(s):

In Process

Additional Details: (250 Character Limit)

Confirmation:

By signing below, the Recordkeeping Firm referenced agrees to maintain and enforce a 90 day equity wash provision on the above referenced plan, currently invested within a collective investment fund invested within a MetLife Managed GIC. This provision requires that no plan may make a transaction where assets pass between the collective investment fund and the above referenced Competing Fund Option, without first residing in a non-competing option, for a period of no less than 90 days. Enforcement of this provision is the responsibility of the Recordkeeping Firm signing below. Granting of a waiver relative to this acceptance is at the discretion of Reliance Trust Company and MetLife and a waiver is only granted once this document has been executed by the Recordkeeping Firm , Reliance Trust Comapny and MetLife.

Recordkeeper/TPA Signature

Reliance Trust Signature

MetLife Signature

Print Name

Print Name

Print Name

Recordkeeper/TPA Firm

Reliance Trust Company

MetLife

Date

Date

Date



Exhibit C - Investment Allocation Model Agreement
Reliance Trust Company Stable Value Fund - MetLife Series 25053

Plan Name: Global Outreach Charter Academy Inc. 401(k) Profit Sharing Plan and Trust

Name of Investment Allocation Model: _____

Strategy: Strategic Allocation *Tactical Allocation not allowed

Investment (Ticker or CYSIP)	Static Allocation%	Investment (Ticker or CYSIP)	Static Allocation%
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

In Process

Confirmation:
 The Allocation Fund includes the Reliance Trust Metlife Stable Value Fund (the "Fund") in its asset allocation model.
 By signing below, the Plan Fiduciary or its authorized Investment Fiduciary represents to maintain the static allocation noted above for the Allocation Fund available to participants in the Plan. This provision requires that the asset allocation attributable to the Fund remain static with the exception of periodic rebalancing trades to the targeted percentage invested in the Allocation Fund. Compliance with this waiver is strictly monitored by the Fund's Trustee and is subject to periodic request from the Fund's Trustee to validate conformance with the waiver.
Note: Knowledge of an asset allocation breach without the prior consent of the Fund's Trustee and Contract Issuer which identifies a reduction in the percentage allocated to the Fund may be subject to the lesser of market or book value provisions as described in the Fund's Declaration of Trust and Disclosure documents. Enforcement of this provision is the responsibility of the Plan or its Investment Fiduciary. This waiver is only valid upon the acceptance by the Trustee and Contract Issuer.

Signature	Signature	Signature
Print Name	Print Name	Print Name
Plan Investment Fiduciary	Reliance Trust Company	MetLife
Date	Date	Date



Exhibit D - Producer Designation Form

Reliance Trust Company Stable Value Fund - Metlife Series 25053

Selling Producer/Advisor will receive compensation for providing investment educational services to the plan sponsor and administrative support. The compensation will be paid quarterly at the rate specified in the Agreement of Participation signed by the plan fiduciary. Compensation payments will be issued by Reliance Trust Company as Trustee of the Collective Trust. Checks will be made payable to the Producer Firm Name specified below and will include reference to the Producer and Plan Name included in this form.

Plan Name: Global Outreach Charter Academy Inc. 401(k) Profit Sharing Plan and Trust

Producer 1 Information

Producer 1 Name: _____

Producer 1 Firm (payable To): _____

Producer 1 Firm Address: _____

Producer 1 Firm Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Producer 1 Branch ID: _____

Producer 1 Email: _____ Producer 1 Rep#: _____

Producer 1 Commission Split (Between Producers, expressed as a Percentage): _____

Producer 2 Information

Producer 2 Name: _____

Producer 2 Firm (Payable To): _____

Producer 2 Firm Address: _____

Producer 2 Firm Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Producer 2 Branch ID: _____

Producer 2 Email; _____ Producer 2 Rep#: _____

Producer 2 Commission Split (Between Producers, expressed as a Percentage): _____

Producer 1 Name (PRINT)

Producer 2 Name (PRINT)

Recordkeeper Name (PRINT)

Producer 1 Signature

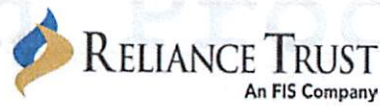
Producer 2 Signature

Recordkeeper Signature

Date

Date

Date



RELIANCE TRUST COMPANY STABLE VALUE FUND
COLLECTIVE INVESTMENT TRUST
DECLARATION OF TRUST

(Amended and Restated Declaration of Trust adopted September 22, 2009, amended
February 17, 2010, June 19, 2012 and March 5, 2015)

Payment Information

Company Name
 Office-Client Number
 Federal ID Number

Retirement Services

Annual Account Fees (charged monthly per plan instructions)

Blended Rate: Enter the rate you want to lock in:

Note: Payment of fees from plan assets is available or becomes available when plan assets meet the threshold of \$100,000. Until this occurs or the balance falls below the threshold only Annual Account Fees will be subject to split payment instructions; other fees will be deducted from the bank account on file.

Minimum Asset Value	Maximum Asset Value	Annual Account Fee (bps)
\$0.00	\$99,999.99	31 bps
\$100,000.00	\$499,999.99	28 bps
\$500,000.00	\$999,999.99	23 bps
\$1,000,000.00	\$2,999,999.99	20 bps
\$3,000,000.00	\$3,999,999.99	13 bps
\$4,000,000.00	\$9,999,999.99	14 bps
\$10,000,000.00	\$14,999,999.99	13 bps
\$15,000,000.00	\$39,999,999.99	10 bps
\$40,000,000.00+		8 bps

*For example if you have \$400,000 in assets \$99,999.99 would be charged at 31bps and the additional \$300,000.01 would then be charged at 28bps

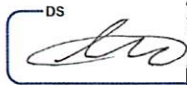
Third Party Annual Administrative Fees

Annual Administrative Fees* (monthly)

Directed Trustee

*Services are provided by a third party vendor in accordance with the terms of the Paychex Retirement Services Agreement. Client directs Paychex to debit fees for the Directed Trustee with Custodial Services from Plan assets and that such fees will be shared by Participants on a pro rata basis. Client agrees that Paychex may receive a portion of such fees for services rendered by Paychex to the third party vendor.

Prices subject to change with 30 days' written notification by Paychex. Initial here to confirm your acceptance of (i) the fees specified above; (ii) the payment terms contained in the service agreement between the parties, and (iii) the use of the routing and account numbers above to perform services pursuant to the service agreement between the parties.

^{DS}


Date Initialed

Initials

Paychex® Retirement Services Agreement

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Addition, Deletion, or Substitution of Plan Investments Initiated by Client	15.1.1	Assignability	28.1
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Section 29 - Client Acknowledgements and Representations

Schedule A - Master Custody Agreement

Schedule B - Paychex Plan Conversion Services

**Schedule C - 1 - Guided Choice® Investment Advisory
Services Agreement**

**Schedule C - 2- LPL Small Market Solution - See LPL
Financial Plan Sponsor Agreement**

**Schedule C - 3 Mesirow Index Elite – See Mesirow Financial
Investment Management, Inc. Investment Manager
Agreement**

**Schedule C - 4 Merrill Lynch 3(21) - See Merrill Lynch 3(21)
Fiduciary Services Agreement**

**Schedule D - 1 - Guided Choice® Participant Investment
Advisory Services Agreement**

Schedule D - 2 - LPL Financial - Not applicable

Schedule E - 1 Millennium Trust SIMPLE IRA

Schedule E - 2 Fidelity SIMPLE IRA


Schedule F - Outside Plan Investment

Schedule G - Stale Check Procedure

**Schedule H - Services following Termination of the
Agreement, Plan Termination and Terminated Plan
Distribution Services**

Schedule I - Definitions

Rev. 09/17 INFP



Company Name

Global Outreach Charter Academy Inc.

Office/Client Number

0944 - 18099980

Federal ID Number

80-0297346

Client acknowledges that by executing this Paychex Retirement Services Agreement ("Agreement") it is applying for Paychex to provide the Services specified in the Agreement (as defined in Section 2 below). The Agreement between Client and Paychex will be entered into when Paychex accepts Client's application. Paychex will not accept Client's application until at least three (3) Business Days after the date Client signs this Agreement, and Client may withdraw its application without any penalty by notifying Paychex in writing at any time before Paychex accepts Client's application. In the event that Client directs Paychex to commence Services sooner than three (3) Business Days from executing this Agreement, the Agreement will be deemed to be entered into and binding on the parties on the date Paychex begins to perform the Services, which shall include, but not be limited to collecting Contributions from Client.

Section 1 - Term of the Agreement.

This Paychex[®] Retirement Services Agreement ("Agreement") is entered into between Paychex, Inc. ("Paychex"), located in Rochester, New York and the Company identified above ("Client"). The term of the Agreement shall commence upon the date Paychex accepts Client's application ("Service Effective Date") and continue until terminated in accordance with the provisions of this Agreement. All capitalized terms are defined in the definition section of the Agreement (Schedule I to this Agreement).

Section 2 - Paychex Platform and Services

- 2.1 Service Effective Date.** Paychex will commence the third-party recordkeeping, reporting, and other administrative services specified in this Agreement ("Services") for Client's Qualified Retirement Plan ("Plan") on the Service Effective Date. **Until the Service Effective Date, Client shall continue to provide for itself the Services requested of Paychex. Paychex assumes no responsibility for Services prior to the Service Effective Date.**
- 2.2 Paychex Platform.** The Paychex Platform consists of the Service Offering and Service Features available for selection by Client. Client is solely responsible for determining which Service Offering or Service Feature is suitable for its Plan. Paychex does not provide legal, financial or other advice or any recommendations as to the Service Offerings, Service Features, Plan Lineup Advisors or Investment Options selected by Client. Following selection by Client of its Service Offerings, Service Feature and Plan Lineup on the Paychex Platform Client employs and authorizes Paychex to perform the Services applicable for the Service Offering, Service Feature, Plan, and Plan Lineup selected by Client. Client and/or its Plan Lineup Advisor are solely responsible to select the Plan Investments in its Plan Lineup from among the investment options and Investment Tiers available within the Service Offering it selects ("Investment Options"). Not all Services, Service Offerings or Service Features are available for every Plan Lineup. Client's Fees are dependent on the Service Offering and Investment Tier selected. Client is solely responsible for selecting its Plan Service Offering and Plan Lineup. Paychex provides the following Service Offerings on its Platform: Fixed Fund Select, Guided Fund Select, Open Fund Select, and SIMPLE IRA. Client has selected:
- 2.3 Transfer between Service Offerings.** In the event that a Client transfers between Service Offerings, Service Features, Investment Options or Investment Tier, Client agrees that the terms and conditions of this Agreement related to the Service Offerings, Service Features, Investment Options or Investment Tier to which it is transferring shall apply. Client acknowledges that Paychex shall not be obligated to provide Services for the new Service Offering until it has received from Client all documents and information necessary to begin the Services and notified Client of the Service Effective Date for the new Service Offering. Fees may be charged for any transfer between Service Offerings initiated by Client.
- 2.4 Recordkeeping Services.** Paychex will provide the following Recordkeeping Services for the Plan:
- 2.4.1 Enrollment.** Process enrollments received by Paychex from Participants.
- 2.4.2 Apply Plan Rules and Calculate Service and Compensation.**
- Apply Plan rules to determine eligibility for participation or benefits.
 - Calculate Participant service and compensation for benefit purposes.
- 2.4.3 Allocations.** Prepare allocations in accordance with the Client's selected employer Contribution formulas.
- 2.4.4 Contributions.**
- Collect and process amounts which are to be invested in the Plan in accordance with Client and Participant direction ("Contributions").
 - Allocate Contributions in accordance with the investment instructions in effect at the time the Contributions are made.
 - Reconcile control totals and file updates in accordance with the enrollment and change requests submitted to Paychex by the Client or Participant.
- 2.4.5 Distributions.**

- Process Distributions in accordance with Client and Participant direction.
 - Notify Client and Participants when Participant is eligible for, or required to receive, a Distribution.
 - Process Distributions with applicable federal and state income tax withholding when mandatory.
 - Assist in preparation of Participant communications.
 - Process State Checks as set forth in Section 11.3.
- 2.4.6 Forfeitures.** Paychex will process and allocate forfeited, non-vested Contributions at the direction of Client. Paychex cannot process and allocate forfeited, non-vested Contributions on a payroll computation period ("Per-Pay-Period"). Accordingly, Client may not direct Paychex to process and allocate on a Per-Pay-Period basis. In the event that Client fails to provide direction, or directs Paychex to process and allocate on a Per-Pay-Period basis, Client directs Paychex to follow applicable Plan rules for allocation of forfeited, non-vested Contributions each Plan year.
- 2.4.7 Compliance Testing.** Paychex will perform compliance tests for Client's Plan, which may include, but not be limited to, the ADP/ACP test, top-heavy test, 410(b), and 415 ("Compliance Testing"). Paychex will not be responsible for any errors in the Compliance Testing caused by missing or erroneous Client Information. Client must review all Compliance Testing and notify Paychex as set forth in this Agreement of missing or incorrect information contained in the Compliance Testing provided to Client. In the event Client has Outside Plan Investments or retirement plans other than Client's Plan, Client acknowledges that Paychex will not (i) include Outside Plan Investments in Compliance Testing unless Paychex has agreed to include the Outside Plan Investments in its Compliance Testing and Client timely provides Paychex with all necessary information about the Outside Plan Investments; or (ii) aggregate Client's Plan with other retirement plans.
- 2.4.8 Redemption Fee.** Paychex will collect all applicable Redemption Fees and remit to appropriate Plan Investment.
- 2.4.9 Loan Administrator.** Client designates Paychex to act as Loan Administrator and administrate loans in accordance with the loan administration policy as set forth in the summary plan description ("Loan Policy").
- 2.4.10 Additional Services.** Provision of such other administrative services as Paychex and the Client agree to in writing.
- 2.5 Reporting Services.** Paychex will provide Reporting Services for Client. Paychex will provide all reporting electronically to (1) All Open and Guided Fund Select Clients; and (2) All Clients that elect the Fixed Fund Select Service Offering on or after July 1, 2016. Electronic reporting shall mean posting the reporting to the Employer and Participant Web sites. Paychex will provide hard copy reporting via U.S. Mail to all Fixed Fund Select Clients who elected the Fixed Fund Select Service Offering on or before June 30, 2016 unless the Fixed Fund Select Client elects to receive reporting electronically. Reporting Services includes:
- Periodically providing Client reporting based on Client Information provided to Paychex by Client. Paychex will not be responsible for any errors in the Reports caused by missing or erroneous Client Information.
 - Quarterly Reports of Client Contributions allocated during the quarter.
 - Quarterly Participant statements for each Participant, including, the Participant's account balance by each Plan Investment.
 - Quarterly Reports of the total value of all Participant accounts under the Plan.
 - Quarterly, in lieu of immediate, Reports reflecting all Plan financial transactions.
- 2.6 Tax Forms Preparation Services**
- Paychex will prepare a draft Form 5500 and all appropriate schedules that reflect all recordkeeping and administrative information maintained by Paychex pursuant to this Agreement and provide to Client for filing by Client. Paychex shall have no responsibility with respect to any other Form 5500 information or filings. Effective with the 2009 Plan year, Client acknowledges that they must electronically sign and file any Plan year Form 5500 and applicable schedules with the Department of Labor under processes dictated by the Department. Paychex shall instruct Client on how they will need to comply with this electronic filing requirement.
 - Paychex prepares and files Form 1099-R and Form 945 for each Distribution Paychex processed for Participants during the year.
 - Paychex prepares Form 8955-SSA if applicable.
 - Paychex shall not be obligated to prepare a Form 5558. In the event Paychex prepares Form 5558 for Client, Additional Service Fees shall apply. Additional Service Fees for the preparation of the Form 5558 are as set forth in the then current Fee Disclosure.
- 2.7 Services following Termination of Agreement and/or Plan Obligations upon Termination.** In the event either Client or Paychex terminates this Agreement, or Client terminates its Plan, Paychex will perform the Services as set forth in Schedule H to this Agreement.
- 2.8 Transmittal of Plan Purchase and Redemption Orders.** Paychex utilizes either Paychex Securities Corporation, a registered limited broker-dealer and wholly owned subsidiary of Paychex ("PSC") or a third-party transmittal vendor ("Third-party Transmittal Vendor") (collectively PSC and any Third-party Transmittal Vendor shall be referred to as "Transmittal Vendor") to transmit Client's purchase and redemption orders ("Orders"). Generally, Paychex uses PSC to transmit Orders for Fixed Fund Select Clients and a Third-party Transmittal Vendor for Open Fund Select and Guided Fund Select Clients. Client agrees that it shall execute and comply with any required documentation of the Transmittal Vendor as a condition precedent for the receipt of the Services. In the event that Client fails to execute and comply with any required documentation of the Transmittal Vendor, or the Transmittal Vendor terminates its relationship with Client, Paychex may terminate this Agreement immediately. In the event this Agreement is terminated in accordance with the provisions of this section, any Contributions collected by Paychex will remain in the Master Custody Account pending investment direction by Client.
- 2.9 Provision of Plan and Participant Information.** Client authorizes Paychex to provide Plan and individual employee/Participant information to (i) the entities that offer Investment Options ("Investment Companies"); (ii) Transmittal Vendors; (iii) Client's Investment Advisor(s); (iv) Client's Plan Lineup Advisor; and (v) a Participant's Investment Advice Provider. Such information shall include, but not be limited to, account balances and contact information. If an Investment Company has detected excessive trading in one of Client's Plan Investments, Client authorizes Paychex to provide Plan and Participant information requested by the Investment Company.
- 2.10 Record Retention.** During the term of the Agreement, Paychex will maintain accounts and records for each Participant as periodically adjusted to reflect Contributions, withdrawals, Distributions, Participant Fees, and investment experience with respect to the account. Paychex will not be required to retain any records pertaining to the Plan following termination of the Agreement. Client is the Record Custodian for the Plan and is solely obligated to retain all records pertaining to the Plan as required by law.
- 2.11 Plan Conversion Services.** In the event Client is converting to Plan Documents provided by Paychex ("Conversion Client"), the Client directs Paychex to perform the Paychex Plan Conversion Services set forth in Schedule B to this Agreement.
- 2.12 Participant Communications and Participant Fee Disclosure.**

- 2.12.1 Participant Communications.** Client directs Paychex to prepare required Participant communications, including, but not limited to, quarterly account statements, summary plan description, summary annual report, and if applicable, a summary of material modifications, safe harbor contribution notice, automatic enrollment notice, blackout notice, and any required Participant disclosures, including, but not limited to, Participant Fee Disclosures (collectively “Participant Communications”). Paychex will provide Participant Communications to Client electronically for distribution to Participants and eligible Participants as required unless Paychex offers, and Participant elects to, receive them electronically. Unless otherwise agreed to between the parties, Client shall be solely obligated to distribute all required Participant Communications to Participants and eligible Participants.
- 2.12.2 Participant Fee Disclosures.** Client directs Paychex to prepare and distribute any required Participant Fee Disclosures to Participants in their quarterly statements or, if the Participant elects, via the Participant Web site. Client shall remain solely obligated to distribute any required Participant Fee Disclosure to eligible employees who are not participating in the Plan.
- 2.12.3 Contacting Participants.** Client authorizes Paychex to contact Participants directly as required to provide Services pursuant to this Agreement, including, without limitation, contacting Participants, or eligible Participants, to provide information pertaining to the Plan and their eligibility to participate in the Plan. Client shall continue to be solely responsible to distribute all required Participant Communications to Participants and eligible Participants.
- 2.13 Automatic Enrollment Services**
- 2.13.1 Default Automatic Enrollment Services.** For Clients adopting a Plan for the first time Client authorizes Paychex to establish Client’s Plan with the automatic enrollment option (“Automatic Enrollment”) and provide Automatic Enrollment Services unless it elects not to adopt the Automatic Enrollment option in its Adoption Agreement. In the event Client is converting an existing Plan to the Paychex Services or Client has elected not to adopt the Automatic Enrollment option in its Adoption Agreement Client must first elect the Automatic Enrollment option in its Adoption Agreement and then authorize Paychex to provide the Automatic Enrollment Services in order to receive Automatic Enrollment Services.
- 2.13.2 Automatic Enrollment Services.** Paychex will email to Client a list of eligible employees who are scheduled to be automatically enrolled in the Plan on the first of the month following the month in which Paychex receives notification of the employee’s eligibility. For Non-Payroll Clients the Client must provide Paychex with the name and contact information for all eligible employees. Client directs Paychex to notify each employee who is automatically enrolled that the employee is enrolled, the deferral percentage for their Contribution, how to opt out of the enrollment and information regarding how to change investment allocations. Paychex will process all requests for distribution from Participants who have been automatically enrolled opting out of Plan within ninety (90) days of their first payroll deduction at no charge to the Participant.
- 2.14 Payroll Client.** A Client who processes payroll through Paychex at the time Services commence, or at any point thereafter, directs Paychex to use information provided by Client to Paychex to process its payroll, including Participant and/or employer contribution information (“Contribution Information”), to provide Services pursuant to this Agreement.
- 2.15 Non-payroll Client.** A Client who does not process payroll through Paychex at the time Services commence, or at any point thereafter, shall be solely responsible for providing Contribution Information directly to Paychex or will designate a third party to provide Contribution Information directly to Paychex (“Designated Payroll Provider”). Contribution Information from Non-payroll Clients shall not be derived from the Paychex payroll system. Paychex may rely on the instructions and directions of Non-payroll Client or its Designated Payroll Provider without confirming the Contribution Information with the Non-payroll Client.
- 2.15.1 Standardized Format.** A Non-payroll Client acknowledges and understands that the successful collection of Contribution Information is dependent on the Non-payroll Client or its Designated Payroll Provider providing it in a Standardized Format that, at the sole discretion of Paychex, is acceptable and capable of receipt under the Paychex Contribution import system. Paychex will not initiate collection of Contributions until Non-payroll Client or its Designated Payroll Provider provides Paychex with Contribution Information.
- 2.15.2 Failure to Provide Contribution Information.** In the event that the Non-payroll Client or its Designated Payroll Provider fails to provide Contribution Information (i) for each payroll processed, or (ii) in a timely manner, or (iii) in a Standardized Format that, at the sole discretion of Paychex, is acceptable and capable of receipt under the Paychex Contribution import system, Services may be inaccurate, delayed, or not provided. Non-payroll Clients acknowledge that Compliance Testing and Reports provided by Paychex may be inaccurate in the event that a Non-payroll Client or its Designated Payroll Provider fails to provide Contribution Information prior to the date Paychex prepares such Compliance Testing and/or Reports. Paychex shall not be responsible for any errors in the Compliance Testing and/or Reports caused by missing or erroneous information provided by a Non-payroll Client or its Designated Payroll Provider and shall not be responsible for recalculating such Compliance Testing and/or amending Reports. Paychex will recalculate the Compliance Testing and/or amend Reports only upon receipt of the Contribution Information and any applicable additional fees.
- 2.15.3 Transfer from Paychex as Payroll Provider.** In the event that a Non-payroll Client previously received Services with Paychex as the payroll provider, Client acknowledges that the Non-payroll Services shall not commence until Client notifies Paychex of its Designated Payroll Provider, provides Contribution Information in a form acceptable to Paychex, and Paychex notifies the Non-payroll Client of the Non-payroll Service Effective Date.
- 2.16 SIMPLE IRA Services.** In the event that Client selects a SIMPLE IRA as its Plan, Paychex will provide the Services set forth in Schedule E to this Agreement in lieu of the Services set forth in Section 2 of this Agreement.
- 2.17 Third-Party Services.** At Client’s option, Client can integrate certain third-party vendor services into the Services. These third-party services are not provided by Paychex. Client agrees to hold harmless and release Paychex from any liability relating to Client’s use of third-party services or integration of the Services with third-party services. Client’s ability to use third-party services may be limited according to the third-party’s terms and conditions. When Client integrates with a third-party service, Client authorizes Paychex to share any Client data, including Client Confidential Information, as may be needed by the third-party to provide the third-party services. Paychex is not liable for any disclosure of Client Confidential Information by the third-party service provider. If Client does not opt to integrate third-party vendor services into the Services, the provisions of this section shall not apply.
- 2.18 Additional Services.** Provision of such other administrative services as Paychex and the Client agree. In the event Paychex provides additional services pursuant to this section, the parties agree that the terms and conditions of this Agreement shall apply

Client is the Adopting Employer and Plan Sponsor under the terms of the Plan and will serve as Plan Administrator and Trustee. Client may appoint an individual or entity (other than Paychex) as Plan Administrator or Trustee, but Client must promptly identify to Paychex any appointed Plan Administrator or Trustee. In carrying out its responsibilities under the Agreement, Paychex will act upon directions of the Client or such persons designated to act on Client's behalf, and Paychex will rely on the continuing authority of such designees until otherwise notified in writing. Paychex may act on written directions from Client or its designees (in original or facsimile transmission) or upon oral, telephone, or electronically transmitted instructions that Paychex reasonably believes to be genuine. Client agrees that Paychex is not the Plan Administrator, Trustee, legal counsel, Investment Advisor, or tax advisor for the Client or the Plan. Client agrees that Paychex is not rendering legal, tax, accounting, or investment advice in connection with the Services to be performed, the creation, adoption, or operation of the Plan, or the selection of the Plan Lineup or Plan Investments. Client has and/or agrees to seek the advice of its attorney, accountant, or investment advisor, as the Client considers necessary, for matters relating to the Plan including, but not limited to, the adoption of the Plan and the selection of its Plan Lineup.

Section 4 - Plan Documents

- 4.1 **Qualified Plan Documents.** Paychex will provide Client with the following qualified Plan Documents: (i) Plan Document, (ii) Adoption Agreement to be reviewed and signed by Client; and (iii) Participant summary plan description. Client understands that if it adopts any amendment to the Plan Document ("Amended Plan Document"), with the exception of certain sample and model amendments published by the Internal Revenue Service (IRS) or other good faith amendments which specifically provide that its adoption will not cause the Plan to be treated as individually designed, such amendment may affect the tax-qualified status of the Plan, and Client shall be responsible for taking such action, as it may deem necessary or appropriate, to maintain the Plan's tax-qualified status. Such actions may include, but are not limited to, submitting an application for determination of plan qualification with respect to the amendments of the Plan to the IRS. Client shall promptly deliver to Paychex a copy of any amendment to the Plan Document adopted by Client.
- 4.2 **SIMPLE IRA Plan Documents.** In the event Client selects a SIMPLE IRA plan, the SIMPLE IRA Vendor Company will provide the required Plan Documents.
- 4.3 **Plan Restatement.** Paychex will restate the Plan Document as required by regulation. In the event of a Plan Restatement Client authorizes Paychex to provide notice of the Plan Restatement by the Employer Web site and that Client agrees that, by continuing to use the Services it is warranting to Paychex that it has adopted the restated Plan and has taken the necessary actions to adopt the restated Plan. Client authorizes Paychex to charge the then current Plan Restatement Fee.

Section 5 - Plan Investments

- 5.1 **Plan Investment.** The Client and Paychex acknowledge that the Client has selected and approved the Plan Investments in its Plan and that Paychex has not provided investment advice with regard to any such selections or with respect to Client's Investment Advisor or Plan Lineup Advisor. The Investment Options available to Client are dependent upon the Service Offering selected by Client. Client is solely responsible for abiding by the Plan Investment documents (e.g. prospectus, offering circular etc) of any Plan Investment it includes in its Plan Lineup
- 5.2 **Plan Lineup.** Client is solely responsible for selecting its Plan Lineup and acknowledges that its selection of its Plan Lineup is dependent upon the Service Offering it has selected. In the event that Client selects a Plan Lineup with Omnibus Trading Client directs PSC, an authorized broker-dealer and wholly owned subsidiary of Paychex, to consolidate the investment instructions and Contributions for Client's Plan with the investment instructions and Contributions of other plans using the same Plan Lineup with Omnibus Trading. Client agrees that its Plan Lineup will contain a Participant Default Investment and a Plan Default Investment option. Client acknowledges that it has had adequate time to choose its Plan Lineup and consult with its financial, legal, or Investment Advisors. Client further acknowledges that Paychex has not provided any financial, legal or investment advice to Client regarding its selections. Client may make changes to its Plan Lineup from among the Service Offerings and Investment Options available at the time Client chooses to make changes. Fees may apply for any changes to Client's Plan Lineup initiated by Client. Client may select its Plan Lineup from among the Service Offerings as follows:
 - 5.2.1 **Fixed Fund Select.** Fixed Fund Select consists of fixed Plan Lineups from the Investment Companies offering Investment Options for the Fixed Fund Select Service Offering. Client will select its Plan Lineup from a list of fixed lineups of Investment Options made available by third-party Investment Companies ("Investment Companies"). All Plan Investments for the Plan Lineup selected by Client are available for investment by Client's Participants. Client may not delete or add Plan Investments to the Plan Lineup it selects in Fixed Fund Select. To change Plan Investments, Client may either select a new Plan Lineup from among the remaining fixed lineups or change its Service Offering.
 - 5.2.2 **Guided Fund Select.** Guided Fund Select provides Client with the option to select from among one or more (i) ERISA Section 3(38) Investment Managers who will select, monitor and replace Investment Options for Plans utilizing its services; or (ii) non-discretionary ERISA Section 3(21)(A)(ii) investment advisors to provide. Paychex does not make recommendations as to Client's selection of a 3(38) Investment Manager or 3(21) Investment Advisor. Collectively the Investment Manager or Investment Advisor selected by Client for the Guided Fund Select Service is referred to as the Plan Lineup Advisor. Client will be obligated to enter into separate agreements with its selected Plan Lineup Advisor to utilize this service.
 - 3(38) Investment Manager. Client will select its Plan Lineup from available Plan Lineups selected by the 3(38) third-party Plan Lineup Advisor selected by Client. Client is solely responsible for reviewing and approving the Plan Lineup selected by its Plan Lineup Advisor. Client's Plan Lineup Advisor will be considered a named fiduciary of the Plan with respect to Plan Investments and will establish and maintain an Investment Policy Statement. Client's Plan Lineup Advisor will select the Plan Lineup and monitor and replace the Plan Investments in the Plan Lineup in accordance with the Investment Policy Statement. The Plan Lineup selected by Client's Plan Lineup Advisor is selected from either all, or a subset of, the Investment Options available to the Open Fund Select Service Offering.
 - 3(21) Plan Lineup Advisor. Client will select its Plan Lineup from available Plan Investments selected by the 3(21) third-party Plan Lineup Advisor selected by Client. Client is solely responsible for selecting its Plan Lineup. Client's Plan Lineup Advisor will be considered a named fiduciary of the Plan with respect to Plan Investments, will establish and maintain an Investment Policy Statement, and will monitor the Plan Investments selected by Client and make recommendations to Client.

Not all Plan Lineups are available to every Guided Fund Select Client. Client may choose its Plan Lineup solely from the Plan Lineup(s) made available by the Plan Lineup Advisor Client has selected. Client may not delete or add Plan Investments to the Plan Lineup selected by Client's Plan Lineup Advisor, but may change its Plan Lineup Advisor or Service Offering should Client determine it requires a different Plan Lineup. Client acknowledges that the terms and conditions of the Plan Lineup Advisor Agreement attached as Schedule C to this Agreement or provided to Client separately by its Plan Lineup Advisor will apply to the services provided by the Plan Lineup Advisor. In the event that the Client terminates the Agreement or the Plan and does not liquidate its Plan Assets, Client directs Paychex to change its Service Offering Selection to Open Fund Select and to invest and/or maintain the Plan Assets in the Plan Investments that constitutes its Plan Lineup at the time of termination.

- 5.2.3 Open Fund Select.** Open Fund Select consists of a universe of available Investment Options in different Investment Tiers. Clients selecting the Open Fund Select Service Offering will be able to select Investment Options for their Plan Lineup depending on the Investment Tier they have selected from among the Investment Tiers available in Open Fund Select. Client acknowledges that the Investment Tiers may have different options as to how Fees are paid and that Client is solely responsible to select the Investment Tier and Fee option for the Plan. Paychex may add additional Investment Tiers with different Fee payment options or remove or modify Investment Tiers upon notice to the Client. Client may elect a different Investment Tier by providing written notice to Paychex. Client will select its Plan Lineup from among Investment Options listed on www.paychex.com. Not all Investment Options are available in all Investment Tiers. Client may add or remove Plan Investments from its Plan Lineup. The Client may change its Plan Lineup from among the Investment Options available in the Open Fund Select Service Offering. In the event Client changes Investment Options outside of the Investment Tier, Client acknowledges that different Fees may apply and authorizes Paychex to charge the different Fees effective on the date of the Investment Option change that changes Investment Tiers.
- 5.2.4 SIMPLE IRA.** Client will make the Plan Investments selected by a third-party provider ("SIMPLE IRA Investment Company") available to Client's Participants. All Plan Investments in the SIMPLE IRA Plan Lineup will be available for investment by Client's Participants. Client must execute the SIMPLE IRA Investment Company's agreements in order to receive the SIMPLE IRA services.

- 5.3 Participant Default Investment.** Client directs Paychex to invest Contributions, including Conversion Assets, as applicable, into the Participant Default Investment as set forth in this Agreement. Client and/or its Plan Lineup Advisor is solely responsible for determining if the Participant Default Investment satisfies the requirements of a Qualified Default Investment Alternative ("QDIA") as that term is defined by ERISA. Client acknowledges that the money market or its equivalent is not the default Participant Default Investment unless Client specifically selects the money market or its equivalent as the Participant Default Investment. In order to select the money market or its equivalent as the Participant Default Investment, Client must use the Open Fund Select Service Offering. In the event Client deletes its Participant Default Investment from its Plan Lineup without designating a new Participant Default Investment, Client directs Paychex to treat the Investment Option designated as the Plan Default Investment as the Participant Default Investment until such time as the Client specifically designates a Participant Default Investment by transferring all Plan assets in the deleted Participant Default Investment to the Plan Default Investment and any Contributions designated to the deleted Participant Default Investment to the Plan Default Investment. Client shall be solely responsible for any loss of earnings should it delete its Participant Default Investment and fail to designate a replacement Participant Default Investment.
- 5.3.1 Fixed Fund Select.** For Clients electing the Fixed Fund Select Service Offering, Client shall designate either the Target Date Investment Series OR the Balanced Fund as the Plan's Participant Default Investment. If Client does not make an affirmative selection, Client designates the Balanced Fund as the Participant Default Investment. In the event Client determines that the Participant Default Investment in the Plan Lineup selected by Client does not satisfy the requirement of a QDIA, Client is solely responsible for either selecting another Plan Lineup within the Fixed Fund Select Service Offering that Client has determined offers a Default Investment that satisfies the QDIA or selecting a new Service Offering.

- **Target Date Investment Series Participant Default Investment.** In the event Client selects the Target Date Investment Series as the Participant Default Investment, Client designates that the Target Date Investment Range for each Participant shall be the Participant Default Investment for the Participant. Client directs Paychex to place each Participant in the Target Date Investment Range which corresponds to Participant retiring at the Normal Retirement Age specified in the Plan's Adoption Agreement ("Retirement Age"). Client directs Paychex to use the Participant's birthdate provided by Client to place each Participant in the appropriate Target Date Investment Range. In the event that a Participant's birthdate is updated or the Plan's Normal Retirement Age is amended Client directs Paychex to allocate all future Contributions to the newly determined Target Date Investment Range appropriate to a Participant's Retirement Age based on the change to the Plan's Normal Retirement Age and/or updated Participant birthdate. Existing balances will remain as originally invested until such time as an affirmative investment election is made either by the Participant or Client. In the event that Client changes the Target Date Investment Series, both current account balances and future investments will be transferred based on the Client's mapping instructions to the new Target Date Investment Series selected. In the event that the Investment Company changes a Target Date Investment Range at any point during this Agreement (the "New Target Date Investment Range") Client further directs Paychex to place each Participant in the appropriate New Target Date Investment Range for all Contributions made after the Investment Company's change. Existing balances will remain as originally invested until such time as an affirmative investment election is made either by the Participant or Client. In the event Paychex is unable to (i) place a Participant in a Target Date Investment Range for any reason, to include, but not be limited to, not having the birthdate of the Participant; or (ii) invest Contributions in a Participant Investment Range for any reason, Client designates the Balanced Fund as the Participant Default Investment for the affected Participant(s) and directs Paychex to invest Plan assets which qualify as a Participant Default Investment into the Balanced Fund Participant Default Investment.
- **Balanced Fund Participant Default Investment.** In the event Client selects the Balanced Fund as the Participant Default Investment or fails to make an affirmative selection of a Participant Default Investment Client designates the Plan Investment in Client's Plan Lineup that is classified according to its risk and return characteristics as a balanced fund by the Investment Company as the Participant Default Investment.

- 5.3.2 Open Fund Select.** For Clients electing Open Fund Select, Client will designate the Participant Default Investment in its Plan Lineup. In the event that Client selects a Target Date Investment Series as the Participant Default Investment, Client shall designate a secondary Participant Default Investment for situations in which Paychex is unable to invest contributions into the Target Date Investment Range for Participant(s). In the event Client does not designate a secondary Participant Default Investment, Client selects the Plan Default Investment as the secondary Participant Default investment. In the event Client selects a Target Date Investment Series as the Participant Default Investment, Client designates the Target Date Investment Range for each Participant as the Participant Default Investment for the Participants. Client directs Paychex to place each Participant in the Target Date Investment Range which corresponds to Participant retiring at the Normal Retirement Age specified in the Plan's Adoption Agreement ("Retirement Age"). Client directs

Paychex to use the Participant's birthdate provided by Client to place each Participant in the appropriate Target Date Investment Range. In the event that a Participant's birthdate is updated or the Plan's Normal Retirement Age is amended, Client directs Paychex to allocate all future contributions to the newly determined Target Date Investment Range appropriate to a Participant's Retirement Age based on the change to the Plan's Normal Retirement Age and/or updated Participant birthdate. Existing balances will remain as originally invested until such time as an affirmative investment election is made either by the Participant or Client. In the event that a Client changes the Target Date Investment Series, both current account balances and future investments will be transferred based on the Client's mapping instructions to the new Target Date Investment Series selected. In the event that the Investment Company changes a Target Date Investment Range at any point during this Agreement (the "New Target Date Investment Range") Client further directs Paychex to place each Participant in the appropriate New Target Date Investment Range for all Contributions made after the Investment Company's change. Existing balances will remain as originally invested until such time as an affirmative investment election is made either by the Participant or Client. In the event Paychex is unable to (i) place a Participant in a Target Date Investment Range for any reason, to include, but not be limited to, not having the birthdate of the Participant; or (ii) invest Contributions in a Participant Investment Range for any reason, Client directs Paychex to use the secondary Participant Default Investment for the affected Participant(s) and directs Paychex to invest Plan assets which qualify as a Participant Default Investment into Secondary Participant Default Investment.

5.3.3 Guided Fund Select. For Clients electing Guided Fund Select, Client agrees as follows:

- 3(38) Investment Manager. The Plan Lineup Advisor shall select the Participant Default Investment.
- 3(21) Investment Advisor. Client will select the Participant Default Investment from among the available Investment Options.

5.4 Plan Default Investment. Client directs Paychex to invest Contributions, and Conversion Assets, if applicable, into the Plan Default Investment as set forth in this Agreement.

5.4.1 Fixed Fund Select Open Fund Select. Client designates the money market fund or its equivalent as the Plan Default Investment.

5.4.2 Guided Fund Select

- 3(38). The Plan Default Investment is the Plan Default Investment Option selected by the 3(38) in Client's Plan Lineup.
- 3(21). Client designates the money market fund or its equivalent as the Plan Default Investment.

5.5 Self-Directed Brokerage Account. When available, Client may elect to make a self-directed brokerage account ("SDBA") Investment Option available to its Participants. Paychex has not provided investment advice regarding such SDBA. The SDBA is provided by a third-party vendor ("SDBA Vendor"). Client acknowledges and agrees to the terms and conditions of the SDBA as described in the underlying SDBA agreements and disclosures provided by the SDBA Vendor or on behalf of the applicable financial institution. Client acknowledges that all services offered by SDBA Vendor may not be available to all Plans. Additionally, Client acknowledges that should a Participant's SDBA contain insufficient funds to cover applicable investment transaction fees, such fees may be debited on a pro-rata basis from the Participant's account balance in the Plan.

5.6 Outside Plan Investments. In the event Client elects to maintain an investment option outside of the Paychex Service Offerings ("Outside Plan Investment"), Client agrees that it has selected and approved the Outside Plan Investment, that Paychex has not provided investment advice with regard to any such selections, and that the terms and conditions of Schedule F to this Agreement shall apply.

Section 6 - Master Custody Agreement

6.1 Trust. Client acknowledges that by adopting the Plan, (i) Client establishes a trust to hold Plan assets; and (ii) Client (or other individual or entity duly appointed by Client) serves as Trustee of the trust.

6.2 Master Custody Agreement. The Client and Trustee have entered into an agreement with American Stock Transfer & Trust Company, LLC ("AST") for the provision of custodial services to the Plan while Plan assets are held in the Master Custody Account ("Master Custody Agreement") and hereby acknowledge that AST is the custodian of the Plan Assets held in the Master Custody Account ("Custodian"). The Client and Trustee hereby acknowledge receipt of a copy of the Master Custody Agreement, which describes the services that the Plan will receive from the Custodian as custodian of cash owned by the Plan in connection with Plan Investments and other transactions. The Trustee, acting upon the direction of the Client hereby appoints the Custodian as custodian under the terms and conditions of the Master Custody Agreement as it may be amended. The Trustee and Client further acknowledge and agree that, by their signatures on this Agreement, the Trustee and Client accepts, adopts and agrees to be bound by all of the terms and conditions of the Master Custody Agreement which shall be duly executed and delivered upon the execution and delivery of this Agreement to Paychex. Client agrees that Paychex may provide notice of a modification of the Master Custody Agreement by (i) notifying Client that the modification may be accessed on the Employer Web site; or (ii) by emailing the notice of the modification along with a copy of the modification to the email address supplied by Client; or (iii) mailing notice of the modification along with a copy of the modification to the address provided by Client. Paychex will provide a printed copy of the modification upon Client's request. Any amendment to the Master Custody Agreement will be effective thirty (30) days from the date Client is notified of the amendment. Client accepts, adopts and agrees to be bound by all of the terms and conditions of any amendments to the Master Custody Agreement.

6.3 Master Custody Account. Client directs Custodian to hold all Plan Assets received by Custodian in a Master Custody Account located at the Bank. Funds held by the Custodian in the Bank shall be held in trust in the Master Custody Account pursuant to the terms of the Master Custody Agreement until they are either remitted to the Investment Funds or distributed pursuant to the terms of this Agreement. For clarity, the Custodian is only custodian of the Plan Assets while they are in the Master Custody Account. The Master Custody Account is a non-interest bearing account, and the Plan assets held in the Master Custody Account earn no interest for the Plan or Client.

6.4 Termination of Master Custody Agreement. The Master Custody Agreement shall terminate automatically upon termination of this Agreement and the disbursement of any Assets in the Master Custody Account. To the extent that the Client fails to liquidate any Plan assets which are invested Client agrees that the terms of this Agreement and the Master Custody Agreement shall continue to apply to any invested funds which are liquidated and disbursed through the Master Custody Account.

Section 7 - Paychex Is Not a Fiduciary to Plan

Paychex' Services under this Agreement are limited to those of a recordkeeper and provider of non-discretionary administrative Services at the direction of the Client (and/or a Plan Administrator or Trustee appointed by the Client). Paychex does not act as a fiduciary and will not be named as a fiduciary as that term is defined under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or the Internal Revenue Code of

1986 as amended (the "Code"). Paychex does not have, and will not exercise, any discretionary authority, control, or responsibility with respect to Plan assets or the administration of the Plan. Client has not delegated, and will not delegate, any fiduciary responsibility or authority for the Plan to Paychex. Client is solely obligated to independently assess its options and make investment decisions in connection with the Plan. Paychex is not required or authorized to make any recommendations that the Client or Participant may rely on as a basis for investment decisions. Paychex assumes no responsibility for the Plan's compliance with the requirements for tax-qualified status of the Plan under the Code or for the Plan's compliance with the requirements of ERISA. Paychex is not responsible for providing a Certification of Assets in connection with any Plan audit requirement.

Section 8 - Client Information

8.1 Reliance on Client Information. Paychex' provision of Services is based on Client Information provided to Paychex by Client. Client Information shall include information and/or direction provided to Paychex by (i) Client (or a Plan Administrator or Trustee appointed by Client); (ii) the Paychex payroll system or from a Non-payroll Client's Designated Payroll Provider regarding employees/Participants; (iii) Participants; and (iv) Client's Investment Advisor. Paychex is entitled to rely on Client Information provided as properly authentic, accurate, and complete and shall have no obligation to independently verify such information. Paychex shall not be responsible for errors in the Services performed that result from Client Information provided to it. Paychex shall not, and shall have no responsibility to, review or verify the work of any prior recordkeeper or administrative service provider to the Plan that was performed prior to the Service Effective Date, nor shall Paychex be responsible for preparing any required governmental filings (including, but not limited to, the Form 5500) prior to the Service Effective Date.

8.2 Retirement Services Contact and Contact Information.

8.2.1 Retirement Services Contact. Client will designate a Retirement Services Contact(s) who is authorized to provide Paychex with Client Information necessary for Paychex to perform the Services. Client is responsible for the accuracy of any Client Information provided by the Retirement Services Contacts and/or Client.

8.2.2 Contact Information. Provide Paychex with current Contact, address and email address information. Failure to provide updated contact information may result in delay in Client receiving records and reports and lead to Additional Service Fees and charges to locate Client as set forth in the then current Paychex Fee Disclosure.

Section 9 - Duties of Client and Plan Administrator/Trustee

9.1 Duties of Client. As a condition precedent for Paychex' performance of the Services, Client agrees to:

- Execute all documents required for the establishment of the Plan and trust.
- Execute and comply with all documents required by any third-party vendor that provides Client services pursuant to this Agreement.
- Send transaction requests, Contributions, and Client Information solely to Paychex. Client agrees that it shall not send transaction requests, Contributions, and Client Information directly to the Investment Company. If Client sends transaction requests, Contributions, and Client Information directly to the Investment Company, Client acknowledges that Paychex will not be responsible for any resulting errors in the Services.
- Execute all documents needed by Paychex to originate an electronic debit of amounts from Client's Designated Bank Account ("Electronic Funds Transfer" or "EFT" transactions) and to verify availability of funds in Client's Designated Bank Account(s).
- Review all Reports produced by Paychex and forwarded to Client; and to inform Paychex of any inaccuracies therein within three (3) Business Days of receipt.
- Designate a bank account for the EFT of Contributions and Client Fees ("Designated Bank Account").
- Have available in Client's Designated Bank Account(s) sufficient funds in collectible form to cover EFT transactions or, at Paychex' sole option, to make payments by wire transfer or such other payment method as required by Paychex prior to the Funding Deadline.
- Provide Paychex promptly with all other necessary information, including any changes thereto, pertaining to Client's employees/Participants.
- Interpret Plan provisions and other legal documents and comply with any and all applicable federal, state, or local laws or ordinances, including without limitations ERISA, the Code, and the applicable regulations.
- Determine if Adopting Employer is a member of a controlled group of corporations (as defined in Section 414(b) of the Code as modified by Section 415(h) of the Code), commonly controlled trades or businesses (as defined in Section 414(c) of the Code as modified by Section 415(h) of the Code) or affiliated service group (as defined in Section 414(m) of the Code). Inform Paychex of other retirement plans it sponsors and controlled groups or affiliated groups of which it is a member.

9.2 Duties of Plan Administrator/Trustee. As a condition precedent for Paychex' performance of the Services, Client or any Plan Administrator appointed by Client acknowledges that it is responsible for the administration of the Plan and agrees to:

9.2.1 Select, Approve, and Review Plan Lineup.

- Client or Trustee shall be solely responsible for selecting, approving, reviewing, and monitoring the suitability of the Plan Investments that make up the Plan Lineup. Client acknowledges that Client retains ultimate responsibility for selecting, approving, reviewing, and monitoring the suitability of the Plan Investments, even if the Client is working with an Investment Advisor.
- Client shall complete all forms, applications, agreements, and other requirements to permit investment of assets in the Plan Investments.
- In the event a Plan Investment is substituted or deleted, Client shall be solely responsible for assessing the suitability of a replacement Plan Investment.

9.2.2 Review and Maintenance of Plan Records.

- Review all Reports produced by Paychex and provided to Plan Administrator and to inform Paychex of any inaccuracies therein within three (3) Business Days of receipt.
- Review all Reports and documents produced by any third-party vendor that provides services to the Plan, and inform Paychex and the third-party vendor of any inaccuracies therein within three (3) Business Days of receipt.
- Create and retain any Plan records not provided by Paychex or any third party providing services to Client.
- Maintain for the prescribed periods all required Plan records created by itself, Paychex or a third-party vendor, including, but not

limited to, documentation relating to enrollment, salary deferrals, investment elections, beneficiary designations, loans, and Distributions.

- Retain all records and documents pertaining to the Plan as required by law. Client acknowledges that Paychex shall not be required to retain records on behalf of Client.

9.2.3 Participant Eligibility.

- Identify employees who are classified as owners, highly compensated employees, and key employees as those terms are defined by the Code.
- Identify employees/Participants who are not eligible to participate in the Plan.
- Promptly provide Paychex with any changes pertaining to the identity or eligibility of employees.

9.2.4 **Compliance.** Determine compliance of salary deferrals and other Contributions with applicable limitations and, as necessary for this purpose, aggregate with any other plan(s) maintained by the Client.

9.2.5 **Qualified Domestic Relations Orders.** Determine the qualified status of a domestic relations order.

9.2.6 **Distribution Eligibility.** Determine eligibility for Distributions made on account of death, disability, and financial hardship, any other eligible Distributions permitted by the Code and the Plan and any other Distribution required by law.

9.2.7 **Distribution of Participant Communications.** Distribute to Participants all required communications, including, but not limited to, quarterly account statements, summary plan description, summary annual report, and if applicable, a summary of material modifications, safe harbor contribution notice, automatic enrollment notice, blackout notice, and any required Participant disclosures. Client agrees that it will review all Participant Communications prepared by Paychex. Client directs and authorizes Paychex to provide any Participant Fee Disclosure required by ERISA §404(a) to Participants in the Participant's quarterly statements or on the Participant Web site if the Participant elects electronic disclosure. Client shall remain solely obligated to distribute any required Participant Fee Disclosure to eligible employees who are not participating in the Plan.

9.2.8 **Audit.** Appoint an independent qualified public accountant if audited financial statements are required with respect to the Plan.

9.2.9 Required Reporting.

- Review the Plan's Form 5500 and accompanying schedules.
- File Form 5500 and other required forms on a timely basis.

9.2.10 Provide Client Information to Paychex.

- Execute and/or provide any other documents that Paychex requires to perform its responsibilities under the Agreement, up to and including, where applicable, taking all necessary corporate action.
- Provide Paychex promptly with all other necessary information, including any changes thereto, pertaining to Client's employees/Participants; and to comply with any and all applicable federal, state, or local laws or ordinances.
- Send all Orders and other communications directly through Paychex and not directly to Investment Companies.

9.2.11 **404(c) Compliance.** If Client intends that the Plan is to be a "section 404(c) plan" for ERISA purposes, ensure that the Plan satisfies the applicable requirements of the regulations promulgated under ERISA Section 404(c).

9.3 **Fidelity Bond.** Client acknowledges that ERISA requires every Plan fiduciary to be covered by a Fidelity Bond, and that the Plan must be named as the insured under the Fidelity Bond. For Plans that do not hold non-qualifying assets, the minimum coverage amount for such bond is \$1,000.00, and the maximum coverage amount is 10% of Plan assets determined as of the beginning of the Plan year, or for the first Plan year, a reasonable estimate not to exceed \$500,000.00. The Client further acknowledges that Paychex has no responsibility, express or implied, for completing the fidelity bonding requirement and that Client shall remain fully responsible for verifying that the bonding requirement as established by ERISA is met.

9.4 **Correcting Compliance Failures.** Client acknowledges that if the Plan fails any Plan required Compliance Testing, the Client is solely responsible for correcting the failure and bringing the Plan into compliance with the applicable test. In the event that Client fails to respond to written request for direction on correcting failures to the ADP or ACP tests by the processing date identified in the year-end Report, Client directs Paychex to process a Return of Excess Contribution to the affected Participant. In the event Paychex is not able to process a Return of Excess Contribution because the affected Participant maintains a balance in a SDBA account, Client will provide direction to Paychex to correct the compliance failure. If the Plan becomes "top-heavy", as defined in Section 416 of the Code, the Client is responsible for making any required contribution to the Plan for the benefit of the Client's non-key employees. In the event that safe harbor and year end matching Contributions become due, Client directs Paychex to automatically debit from the Designated Bank Account the Safe Harbor and Year End Matching Contributions Amounts Due pursuant to Section 10.7.

Section 10 - Collection and Processing of Contributions and Investment Instructions

10.1 **Collection of Contributions.** Client authorizes Paychex to collect all Contributions other than a Conversion Asset Contribution for each payroll through an EFT from Client's Designated Bank Account(s), or such other payment method as required by Paychex when due ("Contribution EFT") as set forth below.

10.1.1 **Multi- Debit Clients.** For Multi-Debit Clients, Paychex typically initiates the Contribution EFT on the date of the Participant's paycheck that corresponds to the Contributions.

10.1.2 **Single Debit Clients.** For Single Debit Clients, Paychex typically initiates an EFT for all amounts due to Paychex for a payroll processed by the Single Debit Client, including Contributions which are due pursuant to this Agreement, one (1) Business Day prior to the date of the Participant's paycheck that corresponds to the Contributions ("Single Debit EFT"). Paychex holds the funds collected from the Single Debit Client in a Paychex account until they can be segregated, generally the date of the Participant's paycheck that corresponds to the Contributions, and then processes the Contributions in accordance with Section 10.1.1.

10.1.3 **SIMPLE IRA.** For SIMPLE IRA Clients, Paychex initiates the Contribution EFT from Client's Designated Bank Account on check date. Paychex holds the SIMPLE IRA Client funds collected in a Paychex account until it is wired to the applicable SIMPLE IRA Investment Company in accordance with Schedule E

10.1.4 **Non-payroll Clients.** For Non-payroll Clients, Paychex initiates the Contribution EFT following receipt of the Contribution Information from Client or its Designated Payroll Provider.

- 10.1.5 Insufficient Funds.** Client agrees that the funds representing the Contributions must be on deposit in Client's Designated Bank Account (s) in collectible form and in sufficient amount on the day the Contribution EFT or the Single Debit EFT is presented and in full compliance with ERISA, the Code, and applicable regulations under ERISA and the Code. If sufficient funds are not available, remittance of Contributions may be delayed.
- 10.1.6 Payroll Corrections.** In the event that payroll processes a negative correction to Plan Contributions, there are instances that these amounts are returned to the Employer ("Returned Amounts"). If the payroll correction occurs as a separate transaction from the original Contribution amounts which are sent to the Recordkeeper, Client authorizes Paychex to collect Returned Amounts from the Employer through EFT from the Client's Designated Bank Account.
- 10.2 Processing and Investment Instructions and Contributions.** The processing of investment instructions and Contributions other than Contributions for Clients using the SIMPLE IRA Service Offering requires the transmittal of Participant investment instructions to the Transmittal Vendor who transmits the instructions to the Investment Companies. Contributions for Clients using the SIMPLE IRA Service Offering are transmitted and invested as set forth in Schedule E, SIMPLE IRA Services.
- 10.2.1 Transfer to Master Custody Account.** Client authorizes Paychex to transfer all Contributions Paychex receives to the Master Custody Account pending processing of the Contribution in accordance with the instructions of the Participant or Client. Client further authorizes Paychex to use one or more accounts to facilitate the transfer of the Contributions to the Master Custody Account. Generally, any Contributions Paychex receives by a Contribution EFT are deposited in the Master Custody Account on payroll check date, or, if the Contribution EFT is not related to a specific payroll check date, upon receipt of the Contribution by Paychex.
- 10.2.2 Forwarding Investment Instructions to Transmittal Vendors.** Generally, PSC forwards Participant and Plan Sponsor investment instructions to the Transmittal Vendor for investment on the third (3rd) Business Day following the date that the Contribution EFT is deposited in the Master Custody Account. For Conversion Assets that have been received by Paychex PSC generally forwards Participant and Plan Sponsor investment instructions to the Transmittal Vendor for investment on the third Business Day following the date that Paychex receives signed investment instructions from Client as set forth in Schedule B. In the event that Client has selected a Plan Lineup with Omnibus Trading Client directs PSC, an authorized broker-dealer and wholly owned subsidiary of Paychex, to consolidate the investment instructions and Contributions for Client's Plan with the investment instructions and Contributions of other plans using the same Plan Lineup with Omnibus Trading.
- 10.2.3 Investment of Contributions.** On the first Business Day following the forwarding of the investment instructions to the Transmittal Vendor, Paychex remits the Contributions for executed trades based on the investment instructions for investment ("Settlement Date"). Paychex transfers the Contributions from the Master Custody Account to a non-interest bearing account of PSC on Settlement Date, and PSC forwards the Contributions by the close of business on Settlement Date. In certain circumstances, Paychex will forward investment instructions to the Transmittal Vendor more than three (3) Business Days following the date that Paychex initiates the Contribution EFT or receives the Conversion Assets. Those circumstances include the following: (i) in instances of insufficient Contribution funds; (ii) missing information; (iii) data reconciliation issues; (iv) failure of Client to provide required direction, forms or applications, or to complete other requirements to establish investment capabilities with the Investment Company selected by Client; (v) incomplete processing; (vi) in the event Client's Plan Investment is not available to receive Contributions; or (vii) instances where transfer is beyond Paychex' control. In no event will Paychex send Contributions to the PSC account until Paychex has completed processing them.
- 10.3 Participant Investment Direction Not Received.** If Paychex receives any Contributions on behalf of an employee/Participant from Client that Paychex has not received (i) investment instructions; (ii) investment instructions in proper form; or (iii) clear investment instructions, Paychex shall forward such Contributions as follows:
- 10.3.1 Fixed Fund Select and Open Fund Select Clients.** For those Clients electing Fixed Fund Select or Open Fund Select, Client directs Paychex to forward such Contributions to the Participant Default Investment for investment until Paychex receives further instructions from Client or Participant. In the event that the Participant Default Investment is not available to receive such Contributions Client directs Paychex to forward such Contributions to the Plan Default Investment for investment until Paychex receives further instructions from Client or Participant.
- 10.3.2 Guided Fund Select Clients.** For those Clients electing Guided Fund Select Client directs Paychex as follows:
- Paychex shall forward such Contributions for automatically enrolled Participants to the Plan's Default Investment until Paychex receives further instructions from Client or Participant. If the Participant fails to provide investment direction for Contributions processed in accordance with the provisions of this section within ninety (90) days from the earliest payroll date that corresponds to such Contributions, Paychex shall forward such Contributions and any associated investment earnings to the Participant Default Investment selected by the Plan Lineup Advisor on the first Business Day following the end of the ninety (90) day period. Contributions received after the ninety (90) day period shall be invested in the Participant Default Investment until Paychex receives further instructions from Client or Participant. In the event that the Participant Default Investment is not available to receive such Contributions Client directs Paychex to retain such Contributions in the Plan Default Investment for investment until Paychex receives further instructions from Client or Participant.
 - Forward all other such Contributions to the Participant Default Investment for investment until Paychex receives further instructions from Client or Participant. In the event that the Participant Default Investment is not available to receive such Contributions Client directs Paychex to forward such Contributions to the Plan Default Investment for investment until Paychex receives further instructions from Client or Participant.
- 10.4 Plan Investment Direction Not Received.** In the event Paychex receives any Contributions from Client that (i) Client directs Paychex not to allocate to a Participant's account; (ii) Paychex cannot identify the Participant for which the Contributions are made, or (iii) Client fails to provide direction. Client directs Paychex to forward such Contributions to the Plan Default Investment until Paychex receives further instructions from Client.
- 10.5 Trade Restriction.** If Paychex receives any Contributions on behalf of a Participant designated for a Plan Investment that it cannot trade because the Investment Company has identified the Plan Investment as having a trade restriction ("Trade Restriction"), Paychex shall, upon becoming aware of the Trade Restriction, (i) notify the Client of the Trade Restriction; (ii) forward such portion of the Contribution and any future Contributions designated to that Plan Investment to the Participant Default Investment for investment until Client provides written instructions to the contrary; or (iii) in the event the Plan Investment that becomes subject to a Trade Restriction is the Participant Default Investment, return such Contributions or future Contributions to the Master Custody Account until Client provides further instructions.

- 10.6 Automatic Debit of Identified Employer Contributions.** Client authorizes Paychex to process EFT transactions from Client's Designated Bank Account for all Safe Harbor, Money Purchase, Year-End Matching Contributions Amounts Due that Client is required to make to the Plan. Client shall designate which Contributions shall be made using the Automatic Debit of Identified Employer Contributions Service. The EFT will be made as the Safe Harbor, Money Purchase, and Year-End Matching Contribution Amounts Due become due to the Plan and will be based on (i) the options selected in Client's Adoption Agreement; and (ii) calculations performed by Paychex. The frequency of the EFT will depend upon the selections made by Client in the Adoption Agreement. Paychex will e-mail Client at Client's designated e-mail address at least fifteen (15) calendar days prior to each EFT and direct Client to access the Employer Web site to review the pending EFT and notify Paychex of any changes to the Safe Harbor, Money Purchase and Year-End Matching Contribution Amounts Due or the date the EFT will process. Client is solely responsible for reviewing the information on the Employer Web site and requesting any changes prior to the date of the EFT. Client must request any changes to the Safe Harbor, Money Purchase and Year-End Matching Contribution Amount Due or the date that the EFT will process at least two (2) or more days prior to the EFT processing date. Client shall have funds available in collectible form on the day that Paychex presents its EFT. Client is solely responsible for providing Paychex its current e-mail address and Paychex shall not be responsible for any failure by Client to receive or review the e-mail provided it was sent to the address provided by Client. In the event Client opts out of the automatic debit for all Safe Harbor, Year-End Matching and Money Purchase Contribution Amounts Due, Client shall be solely obligated to remit any required Safe Harbor, Money Purchase and/or Year-End Matching Contribution Amounts Due to Paychex at least two (2) days prior to the date they are due to the Plan, and Client shall be solely responsible for any compliance failures resulting from Client's failure to remit required Safe Harbor, Money Purchase and/or Year-End Matching Contribution Amounts Due, as required. In the event Client terminates that Plan Client authorizes Paychex to process EFT transactions from Client's Designated Bank Account for any required Safe Harbor, Money Purchase, Year-End Matching Contributions Amounts Due that Client is required to make to the Plan.
- 10.7 Investment Advisor No Longer Eligible.** In the event the Client's Investment Advisor is no longer eligible to act as Client's Investment Advisor for any reason and Paychex cannot trade the Contributions, the Client acknowledges and understands that the Contributions will remain uninvested in the Master Custody Account until Client provides Paychex with new Investment Advisor information or other direction.

Section 11 - Distributions and Disbursements

11.1 Distributions.

- 11.1.1 Distribution Requests.** Client directs Paychex to process all Distribution requests that are received in proper form and generate a liquidation request to the Plan Investment(s). Liquidated funds are transferred to the PSC account and forwarded to the Master Custody Account by the end of the same Business Day as receipt of said funds by the PSC account. Distribution proceeds may be requested by check, EFT, wire transfer, or such other means of transfer delivery as agreed to by Paychex. Distribution checks will generally be mailed no later than three (3) Business Days after funds are transferred to the Master Custody Account. EFTs are generally processed within two (2) Business Days after funds are transferred to the Master Custody Account. Wire transfers are generally processed one (1) Business Day after funds are transferred to the Master Custody Account.
- 11.1.2 Automatic Rollover Distributions.** Paychex will process Automatic Rollover Distributions pursuant to the instructions of Client.
- 11.1.3 Required Minimum Distributions.** Paychex will provide Participants notice of any Required Minimum Distributions. Paychex will make any Required Minimum Distributions as directed by Client or Participant.
- 11.1.4 Involuntary Distributions.** Paychex will process involuntary distributions as directed by Client.
- 11.1.5 Forfeitures as a Result of Distributions.** Client acknowledges that Plan Forfeitures that arise from Distributions of non-vested Contributions to Participants will be forwarded to the Plan's Forfeiture Account and will be invested in the Plan Default Investment. Forfeitures will remain in the Forfeiture Account until such time as those amounts are allocated to Participants under the Plan's formula for allocating Forfeitures or, if earlier, until Paychex receives further instructions from Client. Client acknowledges that Plan Forfeitures may not be left in the Forfeiture Account for a time period that exceeds that permitted by the Plan.

11.2 Disbursements.

- 11.2.1 Loans.** Client directs Paychex to administer loan requests and payment schedules in accordance with the Loan Policy. In the event a loan defaults, Client authorizes Paychex to issue any required Distribution notices and prepare and file any required tax forms.
- 11.2.2 Hardship Withdrawals.** Client directs Paychex to process Hardship Withdrawal requests in accordance with the Plan Document.

11.3 Stale Check Procedure.

- 11.3.1 Direction to Use Stale Check Procedure.** Unless Client opts not to participate in the Stale Check Procedure, Client directs Paychex to process Distributions which remain uncashed or are otherwise returned to Paychex if made by EFT, wire, or such other means of transfer one (1) year after the Distribution was made ("Stale Checks") in accordance with the procedures set forth in Schedule G ("Stale Check Procedure").
- 11.3.2 Stale Check Vendor.** Client directs Paychex to use the third-party vendor identified in Schedule G ("Stale Check Vendor") and directs Paychex to charge Participants the fees described in Schedule G.
- 11.3.3 Individual Retirement Account (IRA).** In the event that a Participant is either not located or does not respond, Client directs that an individual retirement account in the name of the Participant be set up in the fund identified in Schedule G and any eligible Stale Checks (less any fees) be deposited into the IRA. For purpose of this section, an eligible Stale Check shall include any Distribution which is eligible to be deposited into an IRA pursuant to applicable regulations.
- 11.3.4 Modification of Stale Check Procedure.** Paychex may modify any term of the Stale Check Procedure upon thirty (30) days written notice to Client of such change and the effective date of the change. Client shall be deemed to have accepted and agreed to such changes unless Client elects to provide alternative written directions to Paychex prior to the effective date of the change. Client agrees that Paychex may provide notice of a modification of the Stale Check Procedure by notifying Client that the modification may be accessed on the Employer Web site. Paychex will provide a printed copy of the Stale Check Procedure and any amendments upon Client's request.
- 11.3.5 Election to Opt Out of Stale Check Procedure.** Client may elect to opt out of the Stale Check Procedure by notifying Paychex, in writing, that it directs Paychex not to use the Stale Check Procedure to process Stale Checks. In the event Client opts out of the Stale Check Procedure and does not provide Paychex any other direction, Paychex will forward Stale Check funds to Client, and Client will be responsible for the appropriate handling of the Stale Check funds.

Section 12 - Paychex Compensation and ERISA §408(b)(2) Fee Disclosure

- 12.1 ERISA §408(b)(2) Fee Disclosure.** Paychex will provide disclosure of the fees and other compensation Paychex will earn from assets held in the Plan (“Fee Disclosure”) as required by ERISA §408(b)(2).
- 12.1.1 Initial Disclosure.** Paychex will provide Fee Disclosure to prospective Clients prior to entering into the Agreement. Client acknowledges that Paychex has provided Client the required Fee Disclosure reasonably in advance of the date the parties entered into the Agreement.
- 12.1.2 Ongoing Disclosure.** Paychex will update the Fee Disclosure as required by ERISA §408(b)(2). Client authorizes Paychex to provide Client any updated Fee Disclosure electronically on the Employer Web site. In the event Paychex provides updated Fee Disclosures electronically on the Employer Web site, Paychex will update Client’s Fee Disclosure monthly and make the updated Fee Disclosure available to Client on or about the tenth of each month. In the event Paychex does not provide Client’s updated Fee Disclosure electronically on the Employer Web site, Client authorizes Paychex to provide Client’s updated Fee Disclosure by email at the email address supplied by Client. In the event Client cannot access its Fee Disclosure, or requires a hard copy, Client may contact the Client Service Center and Paychex will send Client an updated Fee Disclosure.
- 12.2 Consent to Receipt of Paychex Compensation.** Client acknowledges and agrees that the compensation and other fees Paychex receives as identified in this Agreement and in the Fee Disclosure, are, individually and collectively, not more than “adequate consideration” for the Services. Client consents to the receipt by Paychex of the Paychex Compensation.
- 12.3 Paychex Compensation.** Paychex receives (i) administrative fees from Client and/or the Plan, including fees for Additional Services requested by Client (“Administrative Fees”); (ii) fees from Participants (“Participant Fees”); (iii) balance credits, interest or earnings on amounts collected from Client prior to Distribution or investment (“Interest”); (iv) commission to its wholly owned subsidiary, Paychex Insurance Agency, Inc. (“Agency”) in the event Client purchases a Fidelity Bond through Agency; (v) Investment Company or Transmittal Vendor payments; and (vi) fees and other payments from third-party vendors providing services to the Plan (“Third-party Payments”) (collectively “Paychex Compensation”).
- 12.4 Administrative Fees.** Paychex receives compensation in the form of Administrative Fees from the Client and/or from the Plan, if the Client has directed Paychex to directly bill the Plan for some or all of the Administrative Fees. Client’s Administrative Fees are disclosed on Client’s Fee Disclosure and are dependent on the Service Offering and Service Feature selected by Client. In the event that Client pays any Administrative Fees in advance, Client acknowledges that Administrative Fees for a quarter are non-refundable once Services are provided during the quarter. Paychex Retirement Services Included Clients do not pay Monthly Administrative Fees, Per Participant Monthly Fees or the Setup Fee, but do pay Annual Account Fees if they have elected a Service Offering or Service Feature that charges an Annual Account Fee and Additional Service Fees if they elect to receive any Additional Services. Administrative Fees are as follows.
- 12.4.1 Monthly Administrative Fees.** Monthly fee charged to Client for basic recordkeeping services. Monthly Administrative Fees are collected monthly. Paychex Retirement Services Included Clients do not pay Monthly Administrative Fees.
- 12.4.2 Annual Account Fees** Annual fee charged to Client and collected monthly. Annual Account Fees are charged to Clients that have selected specific Service Offerings or Service Features. The Service Offerings and Service Features which have Annual Account Fees are identified on Client’s Fee Disclosure as amended. Paychex Retirement Services Included Clients pay Annual Account Fees if they choose a Service Offering or a Service Feature that charges an Annual Account Fee.
- 12.4.3 Per Participant Monthly Fees** Monthly per Participant fee charged for each Participant in Client’s Plan. Per Participant Monthly Fees are collected monthly. Paychex Retirement Services Included Clients do not pay Per Participant Monthly Fees.
- 12.4.4 Setup Fee.** Fee charged when Plan is setup on the Paychex recordkeeping platform. All Setup Fees are non-refundable after Paychex provides Client with the Plan Document. In the event a Setup Fee is paid through Plan assets and a refund is granted prior to delivery of Plan Document the Client authorizes any refund of the Setup Fee to be paid to Client versus a refund issued back to the Plan. Paychex Retirement Services Included Clients do not pay Setup Fees.
- 12.4.5 Additional Service Fees.** Additional Service Fees consist of fees for any Additional Services requested by Client, including Paychex Retirement Services Included Clients. Additional Service Fees include Plan Transfer, Plan Termination and Residual Plan Activity Fees.
- 12.4.6 Plan Transfer and Plan Termination Fees.** In the event that Client transfers its Plan assets to another recordkeeper, or terminates its Plan and liquidates the Plan assets, Paychex may charge Plan Transfer and Plan Termination Fees for Additional Services involved in transferring or liquidating Plan assets which are disclosed on Client’s Fee Disclosure at the time of the liquidation of Plan assets. Plan Transfer Fees and Plan Termination Fees will not be assessed in the event that Client transfers its Plan assets, or terminates its Plan and liquidates its assets, following its objection to the deletion or substitution of Plan Investments which were not initiated by Client (as set forth in Section 15), or due to replacement of the current Custodian. The Plan Transfer and Plan Termination Fees shall be considered an Additional Service Fee and are in addition to Administrative and Participant Fees incurred through the date the Plan assets are either transferred or liquidated. Plan Transfer and Plan Termination Fees will be collected from the Plan’s assets unless otherwise directed in writing by Client.
- 12.4.7 Residual Plan Activity Fee.** Fee charged for residual Plan Activity following liquidation of Plan assets as described in Client’s Fee Disclosure.
- 12.5 Invoicing Fees.** Except for Paychex Retirement Services Included Clients, Paychex invoices Clients each month. A Client’s invoice details the Client’s Annual Account, Monthly Administrative and Per Participant Monthly Fees, the Setup Fees and any Additional Service Fees assessed. Client’s Annual Account Fees will be detailed on Client’s trust statement which will be available on the Employer Web site. Retirement Services Included Clients receive an invoice detailing the total cost for all the services they receive pursuant to the agreement they executed for a funded suite of services, including the Services provided pursuant to this Agreement. A Retirement Services Included Client’s invoice will also include any Additional Service Fees incurred by the Retirement Services Included Client. A Retirement Services Included Client’s Annual Account Fees will be detailed on Client’s trust statement which will be available on the Employer Web. In the event that a Retirement Services Included Client terminates or is terminated from any agreement which includes the Services but elects to continue with the Services provided pursuant to this Agreement Client agrees to pay the then current Service Fees for the Services and Paychex shall provide former Retirement Services Included Client with an invoice each month detailing the Service Fees. Client agrees to pay the Service Fees for the Services in accordance with this Agreement. Client Fees are subject to change at any time with thirty (30) days written notification to Client.
- 12.6 Return of Concessions.** Unless Client receives the Return of Concessions Service Feature Paychex receives payments either directly from the Investment Companies selected by the Client or from a Third-party Transmittal Vendor who transmits purchase and redemption Orders to the Investment Options selected by the Client for services provided by Paychex as described in Section 12.10 below (“Concessions”). Should a

Service Offering or Service Feature require the Return of Concessions Feature or Client elects to receive Return of Concessions, all Concessions are returned to the Plan and Paychex will charge Client an Annual Account Fee. Annual Account Fees are set forth on Client's invoice and/or Client's trust statement. Client may elect to pay its Annual Account Fees each month either i) via Direct Payments from Client ("Direct Payment"), or (ii) pro-rata from the Participant balances in the plan ("Pro-rata Payment"); or (iii) by allocating the Annual Account Fee between Direct Payments and Pro-Rata Payments. Client may (i) elect to pay its Annual Account Fees each month via Direct Payments from Client, or (ii) charge the Plan assets pro-rata each month, or (iii) by allocating the Annual Account Fee between Direct Payments by Client and charging the Plan assets pro-rata each month. Client's invoice and/or trust statement will contain the allocation of Client's invoicing election. In the event Client elects to pay the Annual Account Fees from Plan assets, either in whole or in part, and the Plan assets are not sufficient to pay the Annual Account Fee, Client will be responsible to remit the remaining amount of the Annual Account Fee.

- 12.7 Participant Fees.** Client authorizes Paychex to charge Participant accounts the Participant Fees incurred for specific services provided to Participants by Paychex or a third-party vendor at either the Participant's direction or the direction of Client as set forth in Client's then current Fee Disclosure. Such services include, but are not limited to, Distribution of Plan assets, loan origination fees, and fees assessed for processing Stale Checks. Paychex, or the third-party vendor, collects the Participant Fees directly from such Participant's vested assets of Client's Plan. In the event that a Participant balance is less than the Participant Fee, Client authorizes Paychex to assess the Participant Fee against the remaining balance. Client acknowledges that should a Participant's SDBA contain insufficient funds to cover applicable investment transaction fees, such fees may be debited from the Participant's other Plan Investments on a pro-rata basis. Participant Fees are identified on Distribution or disbursement request forms. Participant Fees may be changed without notice to Client.
- 12.8 Interest on Contributions and Other Amounts Held by Paychex.** Paychex and its subsidiaries may receive additional compensation consisting of Interest from the financial institutions that hold custody of Contributions, pending Distribution proceeds, and other fees that are maintained prior to remittance.
- 12.8.1 Master Custody Account.** The Custodian may pay to Paychex Interest on the amounts held in the Master Custody Account based on (i) the amount of Contributions in the Master Custody Account between the date the Contributions are deposited into the Master Custody Account and the date that Paychex completes its processing of such Contributions and forwards them to PSC; (ii) the amount of Distribution proceeds in the Master Custody Account between the date the funds are liquidated and deposited into the Master Custody Account and the date that either the Distribution checks are presented for payment or Distribution funds are wire transferred, electronically transferred through an EFT, or transferred by some other means of transfer delivery agreed to by Paychex from the Master Custody Account; or (iii) the amount of Redemption Fees held prior to remittance to the appropriate Plan Investment. Unless otherwise provided for in the Fee Disclosure, Paychex may also receive additional Interest based on the amount of Contributions from Single Debit Clients held in any Paychex account prior to the Contributions being transferred to the Master Custody Account. Paychex does not control when Participants will present a check for payment. Amounts paid by Custodian to Paychex are disclosed in the Fee Disclosure. The Fee Disclosure statement details the then current formula from which receipt of Interest on amounts held in the Master Custody Account by Paychex is calculated.
- 12.8.2 Paychex Single Debit Clients.** Paychex earns Interest on Contributions collected prior to being remitted to the Master Custody Account. Paychex collects Contributions from Single Debit Clients typically on the day before check date and transfers them to a Paychex account until check date. The Contributions are transferred to the Master Custody Account on check date. Paychex receives Interest on the funds in the Paychex account based on the value of balances maintained in the account during the month, which can be used to offset balance-based bank service charges incurred by Paychex. The Interest is calculated by multiplying the average balance in the account which can be invested by an earnings credit rate times the number of days in the month, divided by the number of days in the year. The earnings credit rate is set by the bank in which the account is held. The Fee Disclosure statement details the then current formula from which receipt of Interest on amounts held in the Paychex account is calculated.
- 12.8.3 SIMPLE IRA.** For SIMPLE IRA Clients, funds are held in a separate account that receives Interest until the funds are wired to the third-party vendor for investment.
- 12.8.4 Security Deposit.** Paychex may, in its sole discretion, require a Security Deposit from Client. Client waives any right to Interest that may accrue on said Security Deposit or any other amounts received by Paychex pursuant to this Agreement.
- 12.9 Fidelity Bond Commission and Administrative Fee.** Agency sells Fidelity Bonds as an agent of an insurance carrier. In the event that Client purchases a Fidelity Bond from the Agency, the Agency will earn a commission from the insurance carrier who issues the bond.
- 12.10 Investment Company and/or Transmittal Vendor Payments.** Paychex receives payments either directly from the Investment Companies selected by the Client or from a Third-party Transmittal Vendor who transmits purchase and redemption Orders to the Investment Options selected by the Client. In order to receive payments from the Investment Company or Transmittal Vendor, Paychex performs some or all of the services the Investment Company provides to the Plan as described in each Investment Option's Prospectus ("Investment Company Services"). Payments to Paychex depend on the Plan Lineup selected by the Client and the individual Investment Options in the Plan Lineup selected by the Participants. Client's then current Fee Disclosure details the basis points and/or per Participant Fees used to calculate the payment Paychex receives. Client may elect to have the payments Paychex receives pursuant to this section returned to the Plan as part of the Paychex Return of Concessions feature. In the event that Client elects the Return of Concessions feature, Client will be charged an Annual Account Fee as set forth in its then current Fee Disclosure and on its invoice and/or trust statement.
- 12.11 Third-party Payments from Vendors.** In the event that Client or its Participants utilize available third-party vendor services, Client acknowledges that the third-party vendor may receive fees from the Client, Plan, or Plan Participants for services provided to the Plan through the Paychex Service Offerings ("Third-party Fees"). Client acknowledges that Paychex may receive a portion of the Third-party Fees from the third-party vendor. Client agrees that Paychex may receive such Third-party Payment and Client acknowledges that receipt by Paychex of the Third-party Payments is part of the compensation for its performance of Services under this Agreement. Client acknowledges that as a result of Paychex' receipt of the Third-party Payments, the Client's Fees under this Agreement are less than they likely would otherwise be and that Client has taken the Third-party Payments into consideration in determining that the overall fees paid by the Plan under the Agreement are reasonable. Third-party Payments vary depending on the third-party services and Plan Investments selected by Client. Client's then current Fee Disclosure details the Third-party Payments Paychex receives from third-party vendors providing services to the Plan.
- 12.12 Fees Received by Third-party Vendors.** In some instances Paychex may collect and remit the Third-party Fees directly to the third-party vendors and Client authorizes Paychex to collect and remit such Third-party Fees to the third-party vendors.

- 13.1 Paychex Does Not Provide Investment Advice Services.** The Paychex Services do not include the rendering of investment advice in connection with the selection of, or the management of, the Plan Lineup or the selected Plan Investments or investment advice to Participants of Client's Plan. Client shall either select the Plan Investments for its Plan Lineup or utilize the services of third-party entities such as Trustees, brokers, Financial Advisors, Plan Lineup Advisor, Participant Investment Advice Provider, or other investment professionals (collectively "Investment Advisors") who are compensated directly from the Client or Participants. Additionally, certain Investment Companies may have an assigned third-party entity ("Financial Advisor") who receives compensation from said Investment Companies and/or the Plan Investments. In the event that Client authorizes Paychex to remit compensation directly to Client's Investment Advisor(s) and Paychex is unable to remit the compensation Client directs Paychex to reinvest the compensation in the Investments from which the compensation was taken until such time as Client provides Paychex with further direction.
- 13.2 Availability.** Client may choose to make available to its Participants investment advice services from a third-party vendor; Client also may seek Plan Lineup advice services from a third-party vendor. The availability of third-party Participant and/or Plan Lineup advice services may depend on the Plan Lineup selected by Client. Client acknowledges that Paychex is not providing investment or other advice to the Plan and that Client is not obligated to provide or utilize either Participant or Plan Lineup advice services as a condition to receiving Services from Paychex.
- 13.3 Guided Fund Select Plan Lineup Advice Services.** For Clients selecting the Guided Fund Select Service Offering, Client shall choose to utilize either an ERISA Section 3(38) or 3(21)(a)(ii) Plan Lineup Advisor. The types of services offered by each type of Plan Lineup Advisor are set forth below, in Schedule C-1 to this Agreement and in the separate service agreement between Client and the Plan Lineup Advisor. Paychex provides Client access to the Plan Lineup Advisor through the Paychex Platform and Guided Fund Select Service offering but does not recommend the selection of a Plan Lineup advisor. The Plan Lineup Advisor shall be considered a named fiduciary of the Plan as set forth in the Plan Lineup Advisors separate service agreement with Client. If the Client chooses to use the Plan Lineup Advisor, the terms and conditions of the Plan Lineup Advisor's service agreement with Client shall detail the services provided by the Plan Lineup Advisor. Paychex shall have no obligation to supervise or monitor the Plan Lineup Advisor.
- 13.3.1 ERISA Section 3(38) Plan Lineup Advisor.** Client's ERISA Section 3(38) Plan Lineup Advisor will select, monitor and replace Investment Options for Plans utilizing its services. Client directs the Plan Lineup Advisor to establish and maintain an Investment Policy Statement. The Plan Lineup Advisor shall select a series of Plan Lineups and monitor them and, if the Plan Lineup Advisor deems necessary, replace the Plan Investments in the Plan Lineups in accordance with the Investment Policy Statement. The Plan Lineups selected by the Plan Lineup Advisor shall be selected from either all, or a subset of, the Investment Options available to the Open Fund Select Service Offering. Not all Plan Lineups are available to every Guided Fund Select Client. Client may choose its Plan Lineup solely from the Plan Lineup(s) made available by the Plan Lineup Advisor Client has selected. Paychex will deliver to Client the most current Investment Policy Statement, via electronic means, as directed by the Plan Lineup Advisor.
- 13.3.2 ERISA Section 3(21) Plan Lineup Advisor.** Client's ERISA Section 3(21)(a)(ii) Plan Lineup Advisor is a non-discretionary investment advisor.
- 13.3.3 Plan Lineup Advisor Service Agreement.** In the event that Client elects to use the services of a Plan Lineup Advisor, Client acknowledges that the services provided by the Plan Lineup Advisor are governed by a copy of the service agreement between Client and the Plan Lineup Advisor ("Plan Lineup Advisor Agreement"). A copy of the Plan Lineup Advisor Agreement shall be either attached as Schedule C to this Agreement or provided separately by Client's Plan Lineup Advisor. The Plan Lineup Advisor Agreement describes the services that the Client shall receive from Plan Lineup Advisor. Client further agrees that the Plan Lineup Advisor Agreement, if attached as Schedule C, shall be duly executed and delivered upon the execution and delivery of this Agreement to Paychex, or, if it is not attached it will be executed as required by Client's Plan Lineup Advisor. The Plan Lineup Advisor Agreement shall terminate automatically upon termination of this Agreement.
- 13.4 Participant Investment Advice Service.** Participant Investment Advice Services are provided by the third party vendor selected by the Client. The third party selected by Client shall be referred to as the Participant Investment Advice Provider.
- 13.4.1 Clients with a Plan Lineup Advisor.** In the event that Client selects a Plan Lineup Advisor Paychex will provide Client access to the Participant Investment Advice services provided by Client's Plan Lineup Advisor as set forth in the Plan Lineup Advisor's service agreement with Client which shall either be attached as Schedule D to this Agreement or provided to Client separately by Client's Plan Lineup Advisor.
- 13.4.2 Clients without a Plan Lineup Advisor or Client's Plan Lineup Advisor does not provide Participant Investment Advice Services.** In the event Client does not select a Plan Lineup Advisor or if Client's Plan Lineup Advisor does not provide Participant Advice Services Client will have access to the Participant Investment Advice Provider whose agreement is attached as Schedule D to this Agreement. The Participant Investment Advice Provider Agreement describes the services that Participants shall receive from the Participant Investment Advice Provider.
- 13.4.3 Authorization to Provide Plan Investment Information to Participant Investment Advice Provider.** If eligible to receive the Participant Investment Advice Service and Client selects to use the Participant Investment Advice Services, Client authorizes Paychex to provide the Participant Investment Advice Provider information pertaining to Client's Plan Investments so that the Participant Investment Advice Provider can determine if it is able to provide investment advice services. Client consents to the review of its Plan Investments by the Participant Investment Advice Provider. If the Participant Investment Advice Provider determines that it can provide Participant Investment Advice Services, the Participant Investment Advice Services will be made available unless the Client notifies Paychex otherwise.
- 13.4.4 Authorization to Collect and Remit Fees to Participant Investment Advice Provider.** In the event the Participant Investment Advice Services are made available to Participants and utilized by a Participant, Client acknowledges that the Participant Investment Advice Provider may charge Participants a fee depending on the level of services provided to the Participant. Client authorizes Paychex to deduct said fees from the Participant's account as directed by the Participant Investment Advice Provider and remit said fees to the Participant Investment Advice Provider. Client agrees that Paychex may receive a portion of any fees charged to Participants for services rendered by Paychex to the Participant Investment Advice Provider.
- 13.4.5 No Duty to Supervise or Monitor.** Paychex does not recommend the use of a Participant Investment Advice provider and shall have no obligation to supervise or monitor any Participant Investment Advice Provider or the services provided directly or indirectly by the Participant Investment Advice Provider to Participants. Client acknowledges that Paychex, in making investment advice services available, is not recommending that Client utilize the Participant Investment Advice Provider.
- 13.4.6 Execution of Agreement.** Client further agrees that the Participant Investment Advisor Agreement, if attached as Schedule D, shall be duly executed and delivered upon the execution and delivery of this Agreement to Paychex, or, if it is not attached it will be executed as required by Client's Participant Investment Advisor Agreement. The Participant Investment Advisor Agreement shall terminate automatically upon termination of this Agreement.

- 13.5 Provision of Plan and Participant Information to Investment Advisors or Financial Advisor.** In the event that Client utilizes the services of Investment Advisors or selects Plan Investments with an assigned Financial Advisor, Client authorizes Paychex to provide Plan and individual employee/Participant information to Investment Advisors and/or Financial Advisor. Such information shall include, but not be limited to, account balances and contact information. Plan and Participant information is provided to the Investment Advisors or Financial Advisor to enhance its ability to provide investment related services to the Plan and Participants.
- 13.6 Appointment of Broker for Clients selecting Open Fund Select and Guided Fund Select Service Offering.** In the event Client selects either the Open Fund Select or Guided Fund Select Service Offering Client acknowledges and agrees that Client must either designate its own broker or financial advisor or designate Mid Atlantic Capital Corporation as the broker dealer of record in order to use either Service Offering. In the event that (i) Client does not select a broker or financial advisor or the Transmittal Vendor informs Paychex that it cannot process trades with the designated broker or financial advisor; and (ii) Client fails to respond to a request by Paychex to designate a new broker or financial advisor Client authorizes and directs Paychex to appoint Mid Atlantic Capital Corporation as the broker of record. Client acknowledges that Mid Atlantic Capital Corporation, if designated as broker of record, will receive commissions from Client's Plan's Investment Options and will provide Paychex a percentage of those commissions as set forth in the then current Fee Disclosure.
- 13.7 Collection of Investment Advisor Fees.** Client may elect to direct Paychex to collect Investment Advisor fees directly from Plan assets and remit them, or cause them to be remitted, to Client's Investment Advisor. In the event Client does direct Paychex to collect and remit fees to Client's Investment Advisor Paychex will collect and remit the fees in the amounts directed by Client and/or the Investment Advisor until Client provides written direction to no longer collect the fees.

Section 14 - Errors

Client directs Paychex to process investment transaction orders received in good order. Investment transactions typically include Contributions and Distributions to the Plan. Client understands and acknowledges that, from time-to-time, transaction processing errors ("Transaction Errors") may occur in providing Services under this Agreement. In some cases, these Errors may involve Contributions, Distributions, or processing of Client or Participant transactions. Paychex seeks to avoid Transaction Errors to the greatest extent possible, but Errors do occur from time to time. Such Transaction Errors are the result of untimely or incorrect processing by Paychex employees of transactions that are received in good order. These Transaction Errors do not include Transaction Errors made by the Client or third parties. Paychex corrects any Transaction Error caused by Paychex as soon as practicable, and typically no later than three (3) Business Days after all sufficient information has been gathered to correct the Error. Paychex represents that under no circumstances will it exercise discretionary authority or control over the correction of these Transaction Errors in order to maximize a gain or for its own benefit or interest.

Once Paychex has identified a Transaction Error(s), Paychex will promptly takes corrective action to put the Plan and its Participants in a position financially equivalent to the position they would have been in if the Transaction Error had not occurred. This means that Paychex will make the Plan whole for any loss resulting from correcting the Transaction Error. If any gain results in connection with correcting Transaction Errors, Paychex will retain that gain. Client agrees and acknowledges that Paychex may retain any resulting gain from correction of such errors. Paychex will not retain gains from errors if there is intentional misconduct by Paychex or one of its employees. Any gains Paychex retains as a result of the policy constitute additional compensation for the Services Paychex provides.

Client understands and acknowledges that, from time-to-time, a designation direction involving the administration of the Plan, including, but not limited to the designation of highly compensated and key employees, the enrollment and/or designation of eligible Participants, the addition, substitution and deletion of Plan Investment, Plan asset mapping and Investment allocation, may be implemented incorrectly by Paychex ("Designation Error"). In cases involving Designation Errors, Paychex shall restore investment losses determined from the date the Designation Error occurred through the earlier of the date the Plan or the Participant receives a communication reflecting the Designation Error or the first quarterly account statement that reflects the Designation Error. Failure of either the Client or Participant to inform Paychex of a Designation Error within three (3) Business Days of receipt of such communication or account statement shall be deemed an acknowledgment by the Client and the Participant that Contributions have been invested in the proper Plan Investments.

Client acknowledges and agrees that Paychex is not responsible for Transaction or Designation Errors or delays that result from inaccuracies or incomplete Client Information. Client is responsible for any expense or claim that results from the Client's failure to provide complete and accurate instructions, information, or data in a timely fashion. If Paychex is required to perform any of the Services over as a result of inaccurate or incomplete instructions, Client Information, or Contribution Information, Paychex will be entitled to additional fees to be agreed upon in writing in advance of the performance of such work.

Section 15 - Changes to Plan Investments/Plan Lineup and Additions to Investment Options for Open Fund Select

15.1 Changing Plan Investments or Plan Lineup.

15.1.1 Addition, Deletion, or Substitution of Plan Investments Initiated By Client. Client may elect, depending on the Service Offering it has selected, to change either Plan Investments or its Plan Lineup. In the event Client changes or modifies its Plan Lineup, Client acknowledges that Client may be charged a Client Fee for the modification. Client is solely responsible for providing Paychex detailed instructions as to whether and how to map Plan Investments from a deleted Plan Investment to a Plan Investment and reviewing any requested changes to its Plan Lineup and informing Paychex of any errors. Paychex is entitled to rely solely on the instructions it receives from Client to make changes to its Plan Investments or Plan Lineup and Client acknowledges that Paychex will not provide investment advice with respect to any change.

15.1.2 Deletion or Substitution of Plan Investments Not Initiated by Client. From time-to-time Plan Investments may be deleted or substituted for a variety of reasons, including, but not limited to, the closing of a particular Plan Investment by an Investment Company, the inability of Paychex to provide the Services for a particular Plan Investment or the modification of a Plan Lineup by the Plan Lineup Advisor. In the event that a Plan Investment is deleted or substituted Paychex shall provide Client with the notices described below.

15.2 Notice of Deletion or Substitution. Except as provided below, Paychex shall provide the following notice of the deletion or substitution of Plan Investments not initiated by Client:

- 15.2.1** At least sixty (60) days prior to implementing any such deletion or substitution, Paychex shall provide the Client with written notice that includes: (i) an explanation of the proposed deletion or substitution, the Client's right to reject the change or terminate this Agreement, and the treatment of the absence of objection as consent to the proposed deletion or substitution; and (ii) the effective date of the change.
- 15.2.2** If within sixty (60) days after receipt of the notice the Client does not object, in writing to Paychex, to the proposed deletion or substitution, the Client will be deemed to have directed to such deletion or substitution.
- 15.2.3** If within sixty (60) days after receipt of the notice the Client does object, in writing to Paychex, to the proposed deletion or substitution and the proposed deletion or substitution is not withdrawn within a reasonable period after receipt of such objection, the Client may select a new Plan Lineup or Plan Investment as applicable, or terminate this Agreement upon at least an additional sixty (60) days prior written notice to Paychex without any additional Client Fees, Additional Service Fees, including Plan Transfer and Plan Termination Fees, or penalty.
- 15.3** **Notice of Deletion or Substitution is less than Notice Provided Under Section 15.2.** In the event that Paychex can no longer provide Services with respect to a particular Plan Investment or in the event of circumstances beyond Paychex' control, including, but not be limited to, the closing of a Plan Investment by the Investment Company, or the deletion of a Plan Investment by the Plan Lineup Advisor, Paychex may no longer be able to make certain Plan Investments available and will not be able to provide the notice required in Section 15.2. In the event Paychex cannot provide the notice required under Section 15.2 Paychex will provide Client with written notification that the Plan Investment is no longer available and shall transfer any funds invested in the Plan Investment to Client's Participant Default Investment if Client does not provide direction as where to invest the affected funds. In the case where Paychex is not notified until after the Plan Investment is no longer available for investment by the Plan, Client instructs Paychex to transfer any funds invested in the affected Plan Investment(s) to the Client's Participant Default Investment. If the affected Plan Investment is the Client's Participant Default Investment, Client instructs Paychex to transfer any funds invested in the affected Plan Investment(s) to the Plan's Default Investment until Paychex receives further instructions from the Client or Participant.
- 15.4** **Adding Investment Options to Open Fund Select.** In the case of Open Fund Select, Paychex may add or delete Investment Options to the list of available Investment Options at any time and without prior or future notification to Client. In the event a Client has selected an Investment Option as part of its Plan Lineup that is deleted from the list of available Investment Options, Paychex will provide notice as set forth in Section 15.2. If notice cannot be provided as required in Section 15.2, Paychex will provide notice as set forth in Section 15.3.
- 15.5** **Guided Fund Select Plan Lineup - Changes to a Plan Lineup by a 3(38) Plan Lineup Advisor.** If Client has elected to use an ERISA 3 (38) Plan Lineup Advisor and Client's Plan Lineup advisor modifies Client's Plan Lineup using Investment Options or a subset of Investment Options that are different from those used when selecting the then current Plan Lineup, Paychex shall:
- 15.5.1** At least sixty (60) days prior to the effective date of the change to the Plan Lineup Paychex will provide Client with written notice notifying Client of (i) the effective date of the changes to the Plan Lineup and the universe of Investment Options from which the Plan Lineup was chosen; (ii) the Client's right to continue as a Guided Fund Select client in the new Plan Lineup; (iii) Client's right to elect to retain its current Plan Lineup; and (iv) Client's right to terminate the Agreement without additional Client Fees or penalty.
- 15.5.2** In the event that Client elects to retain its current Plan Lineup, Client shall become an Open Fund Select Client. Client shall not incur a fee to transfer to Open Fund Select and shall no longer be charged any fees by the Plan Lineup Advisor following the effective date of the change to the Plan Lineup.
- 15.5.3** In the event that Client fails to either elect to retain its current Plan Lineup, request a Plan Lineup change, or terminate this Agreement in writing within sixty (60) days of receipt of the notice pursuant to Section 15.5.1, Client agrees that Paychex may treat the absence of objection as its direction and consent to continuing as a Guided Fund Select Client in the modified Plan Lineup selected by the Plan Lineup Advisor.
- 15.6** **Guided Fund Select Plan Lineup - Changes to a 3(21) Guided Fund Select Plan Lineup.** If Client has elected to use an ERISA 3 (21)(a)(ii) Plan Lineup Advisor and Client's Plan Lineup Advisor recommends a modification of Client's Plan Lineup using Investment Options or a subset of Investment Options that are different from those used when selecting the then current Plan Lineup Client directs Paychex to implement the recommended change unless Client provides alternative direction. Paychex will:
- 15.6.1** At least sixty (60) days prior to the effective date of the change to the Plan Lineup Paychex will provide Client with (i) written notice of the recommended change, (ii) the effective date of the changes to the Plan Lineup and the universe of Investment Options from which the Plan Lineup was chosen; (iii) the Client's right to select alternative investments available from the available Investment Universe on the Paychex Guided Fund Select Service Offering (iv) Client's right to elect to retain its current Plan Lineup which may result in a change to its Service Offering; and (v) Client's right to terminate the Agreement without additional Client Fees or penalty.
- 15.6.2** In the event that Client fails to provide alternative direction or terminate this Agreement in writing within sixty (60) days of receipt of the notice pursuant to Section 15.6.1, Client agrees that Paychex may treat the absence of objection as its direction and consent to implementing the recommended change by Client's Plan Lineup Advisor.
- 15.7** **Deleted, Substituted, or Closed Plan Investment.** In the event of a Plan Investment deletion, substitution, or closing, either at the direction of Client or as set forth above, Client directs Paychex, in the absence of Participant, Client, or other Plan Trustee or Administrator direction, to allocate Contributions and earnings in the deleted, substituted, or closed Plan Investments to the Participant Default Investment. If the deleted, substituted, or closed Plan Investment is the Participant Default Investment, then such amounts shall be allocated to Plan Default Investment for investment until Paychex receives further instructions from Client or Participant. In the event that the Plan Default Investment is either the Participant Default investment or is otherwise not available to accept Contributions, Client acknowledges and understands that, until it provides direction to Paychex, Contributions directed to the Participant Default Investment or the Plan Default Investment will remain uninvested in the Master Custody Account.

Section 16 - Delivery of Prospectus

- 16.1** **Electronic Availability of Prospectus and Other Legally Required Documents.** In the case of all Plan Lineups other than Fixed Fund Select, Client directs Paychex to make available on the Employer and Participant Web sites the current Prospectus and/or other legally required documents for each Plan Investment that is available under the Plan. Participants shall be notified quarterly that the most recent Prospectus and/or other legally required documents will be available on the Participant Web site. Client consents to the electronic availability of the Prospectus and other legally required documents on the Employer and Participant Web sites and certifies that Client, and each of Client's

Participants shall have access to, and a means to view, the Prospectus and other legally required documents. Each of the Plan Investments incurs expenses in its operation as described in its Prospectus. As an investor in the Plan Investments the Plan will bear its proportionate share of these expenses.

- 16.2 Paper Delivery of Prospectus and Other Legally Required Documents.** In the event Client selects a Fixed Fund Select Plan Lineup, Client acknowledges that it has received a Prospectus for each of the Plan Investments, if applicable. If the Plan provides for investment direction by Participants, Client agrees to provide each Participant, prior to the time the Participant makes an investment selection, a copy of the current Prospectus for each Plan Investments available for investment under the Plan. Each of the Plan Investments incurs expenses in its operation as described in its Prospectus. As an investor in the Plan Investments, the Plan will bear its proportionate share of these expenses.
- 16.3 Prospectus.** Client agrees to abide by all policies set forth in the current Prospectus for each Plan Investment including, but not limited to, restrictions upon trading activities, where applicable. If so directed by an Investment Company, Paychex will restrict the ability of Participant (s) to initiate transactions in the affected Plan Investment(s) or, in certain instances, all of the Plan Investments offered by the Plan. It is solely the Client's responsibility to notify Participants of any restrictions imposed.

Section 17 - Collection of Fees for Third-party Vendor Services

Client acknowledges that it may be charged a fee for the services of third parties, such as the Investment Advisors, and it authorizes Paychex to collect and remit such fees in a manner consistent with the agreement between Client and the third party. Client is responsible for instructing Paychex of the method for charging such fees to the Plan and/or Participants' accounts, and Client is responsible for ensuring that such method does not violate any terms of the Plan or provisions under ERISA, U.S. Department of Labor regulations, or the Code. Unless Client instructs otherwise, fees charged to a Participant's account will be removed pro-rata from each subaccount maintained under the Participant's individual account in the Plan. A subaccount consists of the total balance in the individual account attributable to a specific Contribution type (salary deferral, employer match, employer profit sharing, rollover, etc.). Client understands that Paychex may not be able to accommodate a particular manner for the collection and remittance of fees or method of allocating fees to Participant accounts.

Section 18 - Payment of Administrative Fees and Contribution Amounts

- 18.1 Administrative Fees.** Client agrees to pay Administrative Fees through an EFT, or such other payment method as required by Paychex when due. In the event that Client elects to pay a Setup Fee in installments, Client agrees to pay the entire Setup Fee, less any amounts already paid, should the Agreement be terminated after Paychex has provided Client the Plan Document. In the event Client has elected a Service Offering or Service Feature which has an Annual Account Fee, Client can elect to pay the Annual Account Fees (i) directly each month via Direct Payments from Client, or (ii) charge the Plan assets pro-rata each month, or (iii) by allocating the Annual Account Fee between Direct Payments by Client and charging the Plan assets pro-rata each month. In the event that Client elects to pay the Annual Account Fees from Plan assets, either in whole or in part, Client directs Paychex to charge the Plan assets pro-rata each month. In the event that Plan assets are not sufficient to pay the Annual Account Fee, Client will be responsible to remit the remaining amount of the Annual Account Fee. Client's invoice and/or trust statement will contain the allocation of Client's invoicing election with respect to Annual Account Fees. In the event Client elects to pay the Annual Account Fees from Plan assets, either in whole or in part, and the Plan assets are not sufficient to pay the Annual Account Fee, Client will be responsible to remit the remaining amount of the Annual Account Fee. In the event Plan Transfer or Plan Termination Fees are assessed, Client directs Paychex to collect any Plan Transfer or Plan Termination Fees directly from Plan assets, unless otherwise directed in writing. If Client elects to pay all or a portion of the Administrative Fees directly from Plan assets, Client warrants that the Plan is authorized to pay its administrative expenses from Plan assets. Client agrees that in the event there are insufficient Plan assets to cover such Administrative Fees, any Administrative Fees not so paid from Plan assets shall be paid by Client. If Client is a Paychex Retirement Services Included Client, Paychex shall collect the fees for the services pursuant to the terms of the applicable Paychex service agreement signed by Client which included the Paychex Retirement Services in the bundled suite of services. Retirement Services Included Clients do not incur Monthly Administrative, Per Participant or Setup Fees, but will be charged Annual Account Fees, Additional Service Fees and fees charged by third-party vendors. In the event that Client terminates or is terminated from a bundled suite of services that included the Paychex Retirement Services, but elects to continue with the Services provided pursuant to this Agreement, Client shall pay the Administrative Fees for the Services in accordance with this Agreement. Administrative Fees are subject to change at any time with thirty (30) days written notification to Client. Additional Service Fees will be as set forth on Client's Fee Disclosure, as amended. Paychex may, in its sole discretion, require a Security Deposit from Client, and Client hereby waives any right to interest that may accrue on said Security Deposit.
- 18.2 Remit Contribution Amounts Due.** Client agrees to remit funds to Paychex representing the Contribution Amount Due to invest in the Plan in accordance with Client and Participant direction through an EFT, or such other payment method as required by Paychex.
- 18.3 Electronic Funds Transfer.** If Paychex requires payment of the Administrative Fees, Contributions, or Returned Amounts (collectively "Amounts Due") via EFT, Client (i) shall execute all documentation needed by Paychex to originate EFT transactions; (ii) agrees that the funds representing the Amounts Due will be on deposit in Client's Designated Bank Account in collectible form and in sufficient amount when due ("Funding Deadline"); and (iii) authorizes Paychex to collect all Amounts Due from Client's Designated Bank Account on the Funding Deadline. All EFTs are performed in compliance with the National Automated Clearing House Association operating rules ("NACHA"). Client agrees (i) to follow NACHA as they are amended from time-to-time and assumes the responsibilities of an initiator of EFTs; (ii) that it will not initiate any EFT that violates any law; and (iii) that Paychex may identify Client to banks involved in the EFT. Client further agrees that it will notify Paychex, pursuant to applicable NACHA and federal regulations, if funding for Client's payroll is received from a foreign financial agency and of any employees with addresses outside of the United States.
- 18.4 Payment by Wire Transfer or Other Method.** If Paychex requires payment of Amounts Due via wire transfer or other method, Client agrees to provide Paychex with all information necessary to confirm receipt of the payment, including, but not limited to, financial institution information and confirmation numbers prior to the Funding Deadline.
- 18.5 Insufficient or Nonconfirmed Funds.** If sufficient funds are not available on the Funding Deadline, Client directs that Paychex may reissue the EFT. In the event Participant investment instructions are executed notwithstanding insufficient funds, Client directs Paychex to reverse such investment instructions, adjusted for investment gains or losses. Paychex may take such action to collect Amounts Due, including, but not limited to, reissuance of the EFT. In the event Paychex forwards Contributions which are subsequently determined to not have been available

from Client's bank account, Client directs Paychex to remove such Contributions adjusted for any investment gains or losses. Client agrees to reimburse Paychex for any realized investment losses associated with such adjustment. **If Paychex is unable to confirm receipt of funds by EFT, wire transfer, or other method, remittance of Contributions may be delayed.**

18.6 Collection of Service Fees from Plan Assets.

18.6.1 Administrative Fees. In the event Client directs Paychex to collect Administrative Fees from Plan assets, Client authorizes Paychex to collect the Administrative Fees pro-rata from the Plan assets. In the event Client elects to pay Monthly Administrative Fees, including the Annual Account Fee from Plan assets, and the Plan assets are not sufficient to pay the Administrative Fees, Client will be responsible to remit the remaining amount of the Administrative Fees.

18.6.2 Non-sufficient Fund (NSF) or Failure to Pay Service Fees. In the event that Client fails to pay Service Fees or incurs NSF fees from attempted EFT of fees from Client's Designated Bank Account, Client authorizes Paychex, in addition to, or in lieu of, invoicing Client, to collect any Administrative Fees and/or NSF fees due pro-rata from Plan assets, or suspend Services until Client becomes current on Amounts Due.

18.6.3 Abandoned Plan. In the event that the Plan is abandoned or orphaned, or Client fails to respond to attempts to contact Client at Client's designated address, Client directs Paychex to collect Administrative Fees pro-rata from Plan assets.

18.6.4 Termination of Agreement and Transfer of Plan Assets. In the event that Client terminates the Service Agreement, Client agrees to pay Administrative Fees until the Plan assets are transferred. Paychex will invoice Client as described in Section 18.1. In the event Client fails to pay its Service Fees following termination of the Service Agreement, Client authorizes Paychex to collect Administrative Fees pro-rata from the Plan assets until the assets are either transferred or fully distributed.

18.6.5 Plan Termination. In the event that Client terminates its Plan, Client directs Paychex to collect Client Fees pro-rata from the Plan assets until the assets are either transferred or fully distributed.

18.7 Failure to Pay Amounts Due. Payment of Amounts Due shall be due and payable in U.S. dollars when due, and shall thereafter accrue interest, until paid, at the lesser of 1.5% per month or the maximum interest rate permitted under applicable law. Client agrees that Paychex may initiate an EFT to Client's bank account for any past due Amounts Due. Client will be responsible for the costs of collection of Amounts Due, including, but not limited to, attorneys' fees (including in-house counsel), and court and arbitration costs.

Section 19 - Client and/or Plan Administrator Default

Client and/or Plan Administrator shall be deemed in default of the Agreement in the event it materially breaches this Agreement. In the event of a Client default, Paychex may, at its sole option, terminate the Agreement without notice and declare all Amounts Due owed by Client to Paychex immediately due and payable. Client agrees to promptly reimburse Paychex for all advances made by Paychex and to pay interest on the advances at the rate of one and one-half percent (1½%) per month, or the maximum allowable by applicable law, until paid. Client agrees that Paychex may initiate an EFT to Client's Designated Bank Account(s) for any past due amounts. Client shall be responsible for the costs of collection of past due amounts, including, but not limited to, attorneys' fees (including in-house counsel) and court and arbitration costs. Paychex may, in its sole discretion, commence an action within the County of Monroe, State of New York or any other in any court of competent jurisdiction for any monies due and owing from Client to Paychex.

Section 20 - Refund/Adjustments

Paychex will not process any refunds or adjustments until Paychex receives verification that all outstanding fees, payments, and balances due to Paychex have been paid and Client has liquidated all Plan assets. Client agrees that Paychex may apply any balances it is holding for Client, except those amounts attributable to Contributions, to outstanding balances due to Paychex or its affiliates prior to refunding amounts to Client.

Section 21 - Termination of Agreement

21.1 Termination for Convenience. Except as otherwise provided, this Agreement may be terminated by either party upon thirty (30) days prior written notice. This notice requirement may be waived, in writing, by the party entitled to such notice. If Client processes payroll through Paychex, termination of the underlying Paychex payroll service shall automatically act as a written notice to terminate this Agreement effective on the date that Client liquidates all Plan assets or transfers all Plan assets to another recordkeeper. However, this Agreement will survive such payroll service termination if the Client notifies Paychex in writing that it elects to continue Recordkeeping Services in accordance with the provisions under this Agreement applicable to Non-payroll Clients. Such notification must be received at least (30) thirty days prior to the date payroll services are terminated. Failure to notify Paychex timely may result in Services being inaccurate, delayed or not provided.

21.2 Termination for Cause. Paychex may immediately terminate the Agreement upon written notice upon the occurrence of the following events: (i) Client Default; (ii) Client becomes subject to receivership, bankruptcy, or is insolvent; (iii) Paychex, in its sole discretion, determines that a material adverse change has occurred in the financial condition of Client; (iv) Paychex, in its sole discretion, determines that any federal, state, or local legislation, regulatory action, or judicial decision adversely affects its interests under the Agreement; or (v) Client fails to execute or comply with the documents, applications, and agreements required by the Transmittal Vendor or applicable third-party vendor. The effective date of the termination of the Agreement shall be the date that Client liquidates all Plan assets or transfers all Plan assets to another recordkeeper.

21.3 Obligations upon Termination. The obligations of the parties upon termination are set forth on Schedule H to this Agreement.

21.4 Continuing Obligations of Client. Termination of the Agreement shall not relieve Client of any obligations set forth herein, including, but not limited to, its payment obligations to Paychex.

21.5 Guided Fund Select Client Termination. In the event that Client is receiving the Guided Fund Select Service Offering and terminates the Agreement or the Plan but does not liquidate its Plan assets Client directs Paychex to (i) change its Service Offering Selection to Open Fund Select, and (ii) invest and/or maintain the Plan assets in the Plan Investments that constitutes its Plan Lineup at the time of termination.

Section 22 - Client Confidential Information

Client Confidential Information will mean all information disclosed or otherwise made available by Client to Paychex that is marked confidential or is

of the nature that a reasonable person would identify it as being confidential, and the Client Information and Contribution Information provided by Client and Client's employees/Participants to Paychex. Paychex will use reasonable care to prevent the disclosure of such Client Confidential Information to any unauthorized person or entity. Paychex may disclose Client Confidential Information to its employees, affiliates, subsidiaries, agents, and contractors to: (i) perform or offer Services; (ii) offer additional products or services; (iii) integrate third-party services into the Services; (iv) perform analysis to determine Client's qualification to receive future services; and (v) collect Amounts Due and may disclose Client's payment experiences with Paychex to credit reporting agencies and supply vendor references on Client's behalf. Paychex may also disclose Client Confidential Information (i) to its attorneys, accountants, and auditors; and (ii) pursuant to federal, state, or local law, regulation, court order, legal process, or governmental investigation. In the event of any compromise or security breach resulting in the disclosure, or possible disclosure, of Client Confidential Information, Paychex will notify Client, as legally required, of such compromise or breach. The obligations set forth in this section will not apply to any Client Confidential Information that: (i) Client has agreed is free of any nondisclosure obligations; (ii) at the time of disclosure was free of any nondisclosure obligations; (iii) is independently developed by Paychex or that Paychex lawfully received, free of any nondisclosure obligations, from a third party having the right to furnish such Client Confidential Information; or (iv) is or becomes available to the public without any breach of this Agreement or unauthorized disclosure.

Section 23 – Client Online Account

In the event Client accesses Services online or through any mobile or other electronic devices ("Client Online Account"), Client is solely responsible for (i) designating who is authorized to have access to Client's Online Account; (ii) safeguarding all of Client's passwords, usernames, logins or other security features used to access Client's Online Account ("Client Online Account Access"); (iii) Client's use of Client's Online Account under any usernames, logins or passwords; (iv) ensuring that use of Client's Online Account complies fully with the provisions of this Agreement; and (v) any unauthorized access, or use, of Client's Online Account caused by Client's actions or inactions, including, without limitation, its failure to safeguard Client Online Account or Client Online Account Access. Client agrees to immediately notify Paychex of any actual or suspected unauthorized use of Client Online Account, and acknowledges that Client is solely responsible for damages resulting from Client's failure to timely notify Paychex. Paychex reserves the right to limit, suspend, or terminate Client's access to Client Online Account should Paychex have reason to believe that the security or confidentiality of Client Online Account or Client Online Account Access has been compromised. Client is solely responsible for implementation of an information security program appropriate to safeguard Client Online Account or Client Online Account Access and which is consistent with all applicable federal, state and/or local statutes or regulations; safeguarding online account and online account access for any third-party services integrated into the Services; maintenance and routine review of computing and electronic system usage records (i.e. log files) and the security of its own data, data storage, computing device(s), other electronic systems, and network connectivity. Client acknowledges and agrees that Paychex is not liable to Client, Client's employees or any other third-party for any consequences, losses, or damages resulting from unauthorized access or use of Client Online Account as set forth in this section.

Section 24 - Limit of Liability

Paychex shall have no duties or obligations with respect to the Plan other than those duties and obligations specifically set forth in this Agreement. Paychex does not provide any legal, tax or accounting advice to the Plan, Client, or Participants. Paychex does not warrant, verify, or accept responsibility for any calculations, benefit or Contribution determination, governmental filings, or any other actuarial or administrative Services provided to the Client prior to the engagement of Paychex. Paychex shall be entitled to rely upon the accuracy of the historical data supplied to Paychex by a prior plan service provider or the Client. Without limiting the foregoing, Paychex shall have no responsibility for any of the following: (i) providing for the administration of the Plan; (ii) the deductibility of the Client's Contributions made to the Plan; (iii) the continued qualification of the Plan; (iv) the accuracy of Client Information supplied to Paychex by the Client or its agents, at any time prior to or during the term of this Agreement; (v) the payment of interest, penalties, or excise taxes arising from the failure of the Client to comply with any of the Client's responsibilities under this Agreement; or (vi) joint testing of additional plans maintained by the Client, but which receive recordkeeping and/or other services from someone other than Paychex.

Paychex' sole liability and Client's sole remedy for Paychex' breach of the Agreement shall be for Paychex to (i) remit Contributions received from the Client to the appropriate Plan Investment; and/or (ii) reimburse Client or its Participants for any interest or penalties, including earnings loss, assessed as a direct result of Paychex' breach of the Agreement. Paychex shall not be held liable for (i) the negligence of any person or entity, including, but not limited to, Client and its employees or agents, or any person or entity that provides services in connection with or as a result of Paychex' performance of its obligations under the Agreement; (ii) any loss, claim, or expense arising from any information provided or modified by Client; or (iii) Client's breach of NACHA. Paychex shall, under no circumstances, be liable for any special, indirect, incidental, exemplary, punitive or consequential damages that Client may incur as a result of Paychex' breach of the Agreement, or as a result of Paychex' exercise of its rights under the Agreement, even if Paychex has been advised of the possibility of such damages.

Section 25 - Indemnification

Client will indemnify, defend, and hold Paychex and its respective officers, directors, employees and agents harmless from any and all claims, costs, attorneys' fees (including in-house counsel fees), and expenses resulting from or arising in connection with (i) Client's material breach of the Agreement; (ii) the use, misuse, reproduction, modification, or unauthorized distribution of Software; (iii) Client's breach of NACHA; or (iv) Client's breach of any provision of the Agreement; (v) the acts or failure to act of any appointed Plan Administrator and Trustee or other authorized representative of the Plan; (vi) Paychex' reliance on any act or omission by Client or Client's Designated Payroll Provider; (vii) Paychex' reliance on its action or inaction based on any instructions and directions by Client or Client's Designated Payroll Provider; or (viii) Client's or Client's Designated Payroll Provider's failure to provide Contribution Information to Paychex on or before the date Client's employees receive their pay.

Section 26 - Governing Law and Arbitration

The Agreement and all aspects of the relationship between Paychex and Client shall be governed exclusively by the laws of the State of New York, to the extent not preempted by ERISA, without regard to, or application of, New York's conflict of laws, rules, and principles, except for the arbitration

agreement contained herein which shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. section 1 et seq. (the "FAA"). Except as provided herein, any dispute arising out of, or in connection with, the Agreement shall be determined only by binding arbitration in Rochester, New York, in accordance with the commercial rules of the American Arbitration Association. Arbitrable disputes include, without limitation, disputes about the formation, interpretation, applicability, or enforceability of this Agreement. A separate neutral arbitrator must be selected and appointed for each dispute. Any dispute arising out of, or in connection with, any other agreement between the parties may be consolidated into the same arbitration proceeding upon agreement of the parties. Any dispute arising under the Agreement shall be brought within two (2) years of when the claim accrued. The arbitrator shall not be authorized to award exemplary or punitive damages, or any damages excluded by the Limit of Liability provision. The parties agree that the prevailing party in arbitration, and any subsequent judicial proceeding to enforce an arbitration award, shall be awarded costs and attorneys' fees (including in-house counsel fees) and that an arbitration award may be entered as a judgment in any state or federal court having jurisdiction over either party to the Agreement. The parties will not be permitted to bring, or participate in, and the arbitrator will not have any authority or jurisdiction to hear or decide, any claims brought as any type of purported class action, coordinated action, aggregated action, or similar action or proceeding. Each party must only bring claims against each other in its individual capacity.

Section 27 - Telephone Consumer Protection Act (TCPA) Consent

By signing this Agreement, Client consents to Paychex contacting it using an automatic dialing system or prerecorded messages at the telephone number (s) provided, including but not limited to contact regarding promotional offers or messages. Client agrees that it is the subscriber or customary user of the telephone number(s) provided, or that it obtained valid consent from the subscriber or customary user to receive such calls prior to the telephone number (s) being provided to Paychex. Client understands that it is not required to provide consent as a condition of making any purchase, and that it may withdraw its consent at any time.

Section 28 - Miscellaneous

- 28.1 **Assignability.** The Agreement may not be assigned by Client to any third parties, other than successors, without the prior written consent of Paychex. Any assignment made without such consent shall be null and void.
- 28.2 **Signature.** The parties agree that Client's signature on this Agreement may be transmitted to Paychex electronically or by facsimile. The parties further agree that such signature will have the same force and effect as if the original signature had been provided and received.
- 28.3 **Entire Agreement.** The Agreement, along with any exhibits, addendums, schedules, and amendments, contains the entire understanding of the parties and supersedes all previous understandings and agreements between the parties for the Services provided, whether oral or written, including, without limitation, any confidentiality or nondisclosure agreement(s) entered into by and between Client and Paychex prior to the date hereof. Client acknowledges that there have been no representations or warranties made by Paychex or Client which are not set forth in the Agreement.
- 28.4 **Force Majeur.** Neither party shall be responsible for any delay or failure to perform obligations specified in the Agreement due to causes beyond the party's reasonable control, including, but not limited to, acts of God, war, terrorism, labor disputes, power outages, the malfunction of communication facilities, the closing of stock exchanges, or acts of any governmental body.
- 28.5 **Changes to Agreement.** Any modifications to the terms of this Agreement by Client will render this Agreement null and void unless Paychex agrees in writing to its consent of such modifications. Paychex may modify any term of the Agreement by thirty (30) days written notice to Client of such change and the effective date thereof. Client shall be deemed to have accepted and agreed to such changes unless Client elects to terminate the Agreement by written notice to Paychex prior to the effective date of the change. Client agrees that Paychex may provide notice of a modification of the Agreement by notifying Client that the modification may be accessed on the Employer Web site. Paychex will provide a printed copy upon Client's request.
- 28.6 **Severability and Validity.** If any provision of the Agreement or any portion thereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of the Agreement shall not in any way be affected or impaired. The failure of either Paychex or Client to enforce a provision of this Agreement does not constitute a waiver of the provision and does not affect the validity of the Agreement.
- 28.7 **Third Parties.** Each party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Client or Paychex.
- 28.8 **Headings.** The headings in this Agreement are for reference only and are not intended to affect the interpretation of its language.
- 28.9 **Surviving Sections.** Sections 2.7, 2.17, 6, 11.1.5, 11.3, 12, 15, 17, 18, 19, 20, 21.3, 21.5, 21.6, 22, 23, 24, 25, 26, 27, 28 and Schedules A – I shall survive the termination of this Agreement.

Section 29 - Client Acknowledgements and Representations

Client acknowledges that it is the Plan fiduciary responsible for the selection of service providers and Plan Investments, and represents that (i) it is a fiduciary with the meaning of ERISA with respect to the Plan; (ii) it is independent in all respect of Paychex and all affiliates of Paychex; and (iii) it has not relied on any advice or recommendation of Paychex or any affiliates of Paychex as a primary basis for making the decision to enter into the Agreement or with respect to the selection of the Plan Investments to be offered to Participants under the Plan.

Client acknowledges and agrees that Client has received the Fee Disclosure statement reasonably in advance of its execution of this Agreement. Client further warrants that at the time it executed this Agreement, it had sufficient information to make an informed decision that the aggregate of the direct and indirect compensation received by Paychex in connection with the Services constitutes reasonable compensation.

By signing this Agreement, Client acknowledges that it is applying for Paychex to provide the Services specified in the Agreement and that an Agreement will not be entered into until Paychex accepts Client's application. Paychex will not accept Client's application until at least three (3) Business Days after the date Client signs this Agreement, and Client may withdraw its application without any penalty by notifying Paychex in writing at any time before Paychex accepts Client's application. In the event that Client directs Paychex to commence Services sooner than three (3) Business Days from executing this Agreement, the Agreement will be deemed to be entered into and binding on the parties on the date Paychex begins

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Paychex Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Paychex Inc. during the course of my relationship with you.

electronically from us.

How to contact Paychex Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: lhogan@paychex.com

To advise Paychex Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at lhogan@paychex.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Paychex Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to lhogan@paychex.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Paychex Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to lhogan@paychex.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

CONSUMER DISCLOSURE

From time to time, Paychex Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

[The following text is extremely faint and illegible due to low contrast and blurring. It appears to be a multi-column document, possibly a legal or technical disclosure, with several columns of text and some headings. The content is not discernible.]

Certificate Of Completion

Envelope Id: 9622DA37207F4FFA968DD133C25E6D08	Status: Completed
Subject: Paychex Documents - Global Outreach Charter Academy	
Source Envelope:	
Document Pages: 168	Signatures: 13
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Ryan Shaw
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	911 Panorama Trail S
	CC# CC206610
	Rochester, NY 14625-2396
	rrshaw@paychex.com
	IP Address: 136.147.62.8

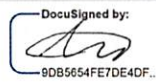
Record Tracking

Status: Original 8/9/2018 11:55:52 AM	Holder: Ryan Shaw rrshaw@paychex.com	Location: DocuSign
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Signer Events

Sergey Soroka
ssoroka@gocacademy.com
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Drawn on Device
Using IP Address: 71.16.126.98
Signed using mobile

Timestamp

Sent: 8/9/2018 12:04:00 PM
Viewed: 8/13/2018 11:14:45 AM
Signed: 8/13/2018 11:17:56 AM

Electronic Record and Signature Disclosure:
Accepted: 8/13/2018 11:14:45 AM
ID: 0cefb2c6-6666-4341-b781-03013b787632

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Dmitriy Goncharov
dgoncharov@gocacademy.com
Security Level: Email, Account Authentication (None)



Sent: 8/13/2018 11:17:59 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	8/13/2018 11:17:59 AM
Signing Complete	Security Checked	8/13/2018 11:17:59 AM
Completed	Security Checked	8/13/2018 11:17:59 AM

Payment Events	Status	Timestamps
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Read and sign this form.

Paychex HR Solutions Addendum



Company Name **Global Outreach Charter Academy Inc.**

Office-Client Number **0944** - **18099980**

Federal ID Number **80-0297346**

By selecting the Fee Based Return of Concessions feature you are agreeing to pay an Annual Account Fee as set forth in the Paychex Retirement Services Agreement and your Fee Disclosure and also agreeing to amend your service agreement for HR Solutions. The amendment to your agreement for HR Solutions is effective immediately and is set forth below. Please use the amendment for the appropriate agreement that you have with Paychex or Paychex Business Solutions.

The Paychex HR Solutions – Administrative Service Option* (“HR Solutions – ASO Agreement”) entered into between Paychex, Inc., (“Paychex”), located in, Rochester, New York and the Company identified on the HR Solutions – ASO Agreement and the Client Service Agreement entered into between Paychex Business Solutions, Inc. and its affiliated and subsidiary companies located in Saint Petersburg, Florida and the Client identified on the Agreement (the “HR Solutions – PEO Agreement”) are amended, effective immediately, as follows:

1. HR Solutions – ASO Agreements

The terms and conditions of the Retirement Services are deleted in their entirety and replaced as follows:

Retirement Services. Paychex will perform third-party recordkeeping, reporting, and other administrative services (“Retirement Services”) for Client’s Qualified Retirement Plan as set forth in the Paychex Retirement Services Agreement. Client must execute the separate Retirement Services Agreement in order to receive the Retirement Services. Some Retirement Services products may result in additional fees as set forth in the Retirement Services Agreement.

*The Paychex HR Solutions – Administrative Service Option collectively refers to the Paychex HR Solutions Agreement – Administrative Service Organization Option (formerly the Paychex Premier® Human Resources Agreement), the Paychex HR Solutions for Major Markets Agreement – Administrative Service Organization Option (formerly the Paychex Premier® Human Resources for Major Markets Agreement), the Paychex HR Solutions Agreement for Non-Payroll Clients - Administrative Service Organization Option, and the Paychex HR Solutions Agreement for PACE Payroll Clients – Administrative Service Organization Option.

2. HR Solutions - PEO Agreements

The terms and conditions of the Retirement Services provision are deleted and replace in their entirety as follows:

5.01 Retirement Services. Client may adopt its own retirement plan offered through Paychex, Inc. Retirement Services. Paychex, Inc. (herein after referred to as “Paychex”) is the parent company of PBS and will perform third-party recordkeeping, reporting, and other services for Client’s qualified retirement Plan offered through Paychex as set forth in the Paychex Retirement Services Agreement (“Retirement Services”). Client acknowledges that by adopting such a plan, it becomes the plan sponsor and named fiduciary, and that neither PBS nor Paychex, will either be a plan sponsor or have any fiduciary responsibility to the plan or participants. Client must execute a separate Paychex Retirement Services Agreement in order to receive the Retirement Services through Paychex. PBS Clients will not be required to pay the Administrative and Per Participant Monthly Fees or the Setup Fee during the term of this Agreement, however, such Clients will be required to pay the Annual Account Fees as disclosed on Client’s Fee Disclosure. Upon termination of this Agreement for any reason, Client acknowledges that the terms and conditions of the Paychex Retirement Services Agreement will continue to apply and Client will be charged fees by Paychex for the Retirement Services. Client may choose to maintain or adopt a retirement plan not offered through Paychex or refrain from offering any retirement plan. In the event Client either maintains an existing retirement plan or adopts a retirement plan not offered by Paychex, Client shall be solely responsible for services to these plans and all fees for services provided to such plan.

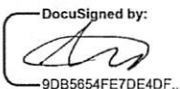
By signing this Amendment, Client warrants that it possesses full power and authority to enter into this Amendment to their HR Solutions – ASO Agreement or HR Solutions – PEO Agreement and has read and agrees to the terms and conditions listed above. The person signing below as the Client’s representative warrants, as an individual, that he or she is the Client’s representative authorized to sign this Amendment and that his or her signature is genuine.

Authorized Officer's Name
Sergey Soroka

Title
CEO

Authorized Officer's Signature

Date
8/13/2018



Contribution Amounts Due	
Security Deposit	Any amount which Paychex has required that Client pay as security for the payment of Paychex Fees or Amounts Due.
Self-Directed Brokerage Account (SDBA)	An option that allows a Participant to open an individual brokerage account giving that Participant the ability to select from thousands of publicly traded stocks and funds.
SDBA Vendor	Third-party vendor used to offer the SDBA services.
Services	The third-party recordkeeping, reporting, and other administrative services specified in this Agreement for Client's Plan.
Service Effective Date	Date that Paychex notifies Client that it shall commence the Services.
Service Feature	Service feature available to Service Offerings. Not all Service Features are available on all Service Offerings.
Service Offering	Fixed Fund Select, Guided Fund Select, Open Fund Select, or SIMPLE IRA.
Settlement Date	The date by which an executed trade must be paid for.
SIMPLE IRA	Savings Incentive Match Plan for Employees of small employers.
SIMPLE IRA Investment Vendor	Third-party vendor that provides the Plan Documents and Investment Options for SIMPLE IRA to Clients selecting SIMPLE IRA.
SIMPLE IRA Service Offering	Service Offering. Client will make the Plan Investments selected by a third-party provider ("SIMPLE IRA Investment Company") available to Client's Participants. All Plan Investments in the SIMPLE IRA Plan Lineup will be available for investment by Client's Participants. Client must execute the SIMPLE IRA Investment Company's agreements in order to receive the SIMPLE IRA services.
Single Debit Clients	Clients who have executed any service agreement for services which either requires a Single Debit EFT or Client has not selected the Multi Debit option if offered by the service.
Single Debit EFT	EFT that Paychex initiates from a Single Debit Client for Contributions and all other Amounts Due (including, but not limited to, Fees) to Paychex for services provided to the Single Debit Client.
Setup Fee	Fee paid to Paychex by Client that is a fee charged to set up the Services and the Plan. Clients who are Paychex Retirement Services Included Clients do not pay a Setup Fee as Plan and Service set up is included in the setup fee of their bundled suite of services that includes the Paychex Retirement Services provided pursuant to this Agreement. Setup Fee is a Client Fee.
Stale Check	Eligible roll-over Distributions which remain uncashed or are otherwise returned to Paychex if made by EFT, wire, or such other means of transfer one (1) year after the eligible roll-over Distribution was made.
Stale Check Distribution Fee	Fee assessed to the Participant by Stale Check Vendor upon distribution of the Stale Check to the Participant or deposit of the Stale Check into an IRA.
Stale Check Distribution Notice	Notice sent by Stale Check Vendor notifying Participant of a Stale Check and the procedures necessary to obtain a new check.
Stale Check Procedure	Procedure to process Stale Checks as set forth in Schedule G.
Stale Check Vendor	Third-party vendor authorized by Client to perform some or all of the Stale Check Procedure.
Standardized Format	Acceptable format for Contribution Information which Paychex has determined, in its sole discretion, is acceptable and capable of receipt under the Paychex Contribution import system.
Target Date Investment Range	The date assigned to a Target Date investment that covers a predetermined retirement age span.
Target Date Investment Series	A group of investments offered by an Investment Company that will include a range of target date investments that cover the contribution accumulation years for individuals age 21 through 65.
Terminated Plan Distribution Procedure.	Procedure described in Schedule H to the Agreement and on the then current Paychex plan termination paperwork authorizing Paychex to distribute Plan assets to Plan Participants following the termination of the Plan.
Third-party Fees	Fees received by third-party vendors providing services to the Plan through the Paychex Services Offerings from the Client, Plan, or Plan Participants.
Third-party Payments	Fees which Paychex and its subsidiaries may receive from third-party vendors.
Third-party Transmittal Vendor	Third-party vendor utilized by Paychex to transmit Client Orders for Plan Investments.
Trade Restriction	Contributions which Paychex cannot process because (i) an investment/trading account has not been established; (ii) a Plan Investment has been deleted or closed; (iii) an investment instruction cannot be processed as the result of a trading restriction imposed by the Investment Company; or (iv) the inability of Paychex to process a trade in accordance with the requirements of the Investment Company.
Transaction Error	An investment transaction order received in good order which is traded incorrectly by Paychex.
Transmittal Vendor	Either PSC or third-party vendor utilized by Paychex to transmit Client Orders for Plan Investments.
Transmittal Vendor Services	Services provided by the Transmittal Vendor in transmitting Orders to the Investment Company, either directly or indirectly via a securities clearing corporation.
Trustee	Client, unless Client has appointed another individual or entity as Trustee.

Paychex, Inc.	Party to Agreement and provider of the Services.
Paychex Compensation	The compensation Paychex receives for the Services as set forth in Section 12 of the Agreement.
Retirement Services Included Client	Client who (i) has executed a service agreements whereby the Client agrees to pay a fee for a bundled suite of services, including, but not limited to the Paychex Retirement Services provided pursuant this Agreement; (ii) is currently receiving the bundled suite of services; and (iii) has paid all fees and reimbursement amounts due for the bundled suite of services.
Paychex Securities Corporation (PSC)	Registered limited broker/dealer.
Payroll Client	A Client who processes payroll through Paychex at the time the Services commence or at any point thereafter shall be designated a Payroll Client.
Per-Pay-Period	Payroll computation period.
Plan	Client's Qualified or Non-qualified Retirement Plan.
Plan Administrator	Refers to Client, unless Client has appointed another individual or entity as Plan Administrator.
Plan Conversion	See Conversion Client and Conversion Services.
Plan Default Investment	Money market or equivalent Plan Investment selected by Client.
Plan Documents	The Qualified Retirement Plan documents made available by Paychex to the Employer dependent on the Plan selected. The documents include the Basic Plan Document and accompanying Adoption Agreement, or the Volume Submitter Basic Plan Document and accompanying Adoption Agreement, or the SIMPLE IRA Plan Documents.
Plan Lineup Advice Services	Service provided to Guided Fund Select Clients by the Plan Lineup Advisor.
Plan Investments	Investment Options selected by Client for its Plan Lineup.
Plan Lineup	Plan Investments selected by Client.
Plan Lineup Advisor	Third-party vendor who provides fiduciary advice services with respect to Plan Investments to Clients who elect to use Guided Fund Select.
Plan Lineup Advisor Agreement	Agreement with the third-party vendor who provides fiduciary advice services with respect to Plan investments to Clients who elect to use Guided Fund Select. The agreement is attached as Schedule C and is also referred to as the Investment Advisory Services Agreement and the Plan Fund Advisor Service Agreement.
Plan Lineup with Omnibus Trading	Plan Lineup selected by Client in which Client directs PSC to consolidate all investment instructions and contributions with other plans in the Plan Lineup and trade with the Plan Investments in the Plan Lineup in the name of PSC, an authorized broker dealer.
Plan Sponsor	Refers to employer that has established or maintains an employee benefit plan in accordance with ERISA; Client.
Plan Transfer and Plan Termination Fees	Additional Service Fees charged by Paychex in the event Client transfers Plan assets to another recordkeeper or terminates its Plan and liquidates Plan assets. Plan Transfer and Plan Termination Fees are in addition to any Client and Participant Fees incurred through the date of transfer or liquidation. Plan Transfer Fees and Plan Termination Fees will not be assessed in the event that Client transfers its Plan assets, or terminates its Plan and liquidates its assets, following its objection to the deletion or substitution of Plan Investments which were not initiated by Client (as set forth in Section 15 of this Agreement).
Plan Termination Direction	Completed Paychex Plan termination paperwork providing Paychex written direction to terminate the Plan.
Prospectus	Document filed with the Securities and Exchange Commission that provides details about an investment offering for sale to the public.
Qualified Default Investment Alternative (QDIA)	A default fund satisfying the conditions of the DOL regulation under ERISA Section 404(c)(5), which entitles Plan Sponsors (fiduciaries) to certain relief from certain fiduciary duties imposed under ERISA
Record Custodian	Client.
Recordkeeping Services	The Services provided by Paychex pursuant to Section 2.4 of the Agreement.
Redemption Fee	A fee collected by an Investment Company from investors engaged in mutual fund timing. This fee is retained by the Investment Company.
Reports	Collective reports and documents produced by Paychex and forwarded to Client.
Reporting Services	The Reporting Services provided by Paychex pursuant to Section 2.5 of the Agreement.
Retirement Services Contact(s)	Person or persons designated by Client to provide Paychex with Client Information and directives necessary for Paychex to perform the Services.
Retirement Services Included Client	Client who (i) has executed a service agreements whereby the Client agrees to pay a fee for a bundled suite of services, including, but not limited to the Paychex Retirement Services provided pursuant this Agreement; (ii) is currently receiving the bundled suite of services; and (iii) has paid all fees and reimbursement amounts due for the bundled suite of services.
Returned Amounts	Amounts returned to the Employer for negative payroll corrections to Plan Contributions
Return of Concessions	The Paychex Return of Concessions feature returns any payments received by Paychex from the Investment Company or Third-party Transmittal vendor directly to the Participant who incurred the fee charged by the Investment Company. Clients electing the Return of Concession feature will be charged an Annual Account Fee in addition to any Administrative and Per Participant Fees charged by Paychex.
Required Minimum Distribution	The amount that must be withdrawn each year from the Plan once a Participant reaches age 70½ or, if later, terminates employment. (The delay until termination of employment does not apply to individuals classified by the IRS as 5% owners).
Safe Harbor and Year-End Matching	Safe harbor and year-end matching Contribution Client is required to make to the Plan.

	acknowledges that the terms and conditions of the Plan Lineup Advisor Agreement attached as Schedule C to this Agreement will apply to the services provided by the Plan Lineup Advisor.
Hardship Withdrawals	A distribution of Participant's vested Plan assets approved by Client which comply with the Plan's rules that govern hardship withdrawals.
Interest	Balance credits, interest or earning credits on amounts collected from Client prior to Distribution or investment.
Investment Advisor/Investment Manager	Third-party entities such as Trustees, brokers, Financial Advisors, Plan Lineup Advisor, Participant Investment Advice Provider, or other investment professionals who provide investment advice and are compensated directly from the Client or Participants. Paychex is not an Investment Advisor nor shall it provide Investment Advice pursuant to this Agreement.
Investment Company	Entity that offers Investment Options.
Investment Company Services	Services provided to the Plan by an Investment Company as set forth in an Investment Option's Prospectus.
Investment Option(s)	Investment options available within a particular Service Offering.
Investment Policy Statement	Written document established by the Plan Lineup Advisor outlining the Plan's policies with respect to the selection and monitoring of investments.
Investment Tiers	Tiers of Investment Options available for Clients selecting the Open Fund Select Service Offering. Investment Tiers shall have different Client Fee payment options. As of December 1, 2014 Open Fund Select offers a single Investment Tier. Paychex may add additional Investment Tiers and Fee payment options and Client must affirmatively select a new Investment Tier to change Investment Tiers.
Investment Vendor	Third-party vendors who have provided Investment Options for the Fixed Fund Select Service Offering.
Loans to Participant	A distribution to a Participant that satisfies the rules of the Loan Policy.
Loan Administrator	Paychex, Inc.
Loan Policy	Policy set forth in the summary plan description for the administration of loans.
Master Custody Account	Bank account in which Plan assets are held by the Bank pursuant to the Master Custody Agreement.
Master Custody Agreement	Agreement (including its amendments) between Client and AST which describes the services the Plan will receive from Bank as custodian of assets. Master Custody Agreement with AST will become effective on the New Custodian Effective date.
Missing Participant Search	Search conducted by Stale Check Vendor to locate Participants who have a Stale Check.
Missing Participant Search Fee	Fee assessed by the Stale Check Vendor to conduct a Missing Participant Search.
Multi-Debit Client	A Multi-Debit Client is a Client who has (i) either executed a service agreement for services which require that ACH debits from the Client's account be made separately for Fees and any Reimbursement Amounts or, (ii) who has executed a service agreement for services which allows Client the option of selecting to be a Multi-Debit Client or a Single Debit Client. When the Multi- Debit option becomes available the Single Debit Client must affirmatively elect to become a Multi-Debit client.
NACHA	National Automated Clearing House Association.
New Custodian Effective Date	Date that AST becomes the new custodian of the Master Custody Account. Date will be on or after April 15, 2013.
Non-payroll Client	A Client who does not process payroll through Paychex at the time Services commence, or at any point thereafter shall be designated a Non-payroll Client.
Open Fund Select	Service Offering. Client will select its Plan Lineup from among Investment Options listed on www.paychex.com . Client may add or remove Plan Investments from its Plan Lineup. The Client may change its Plan Lineup from among the Investment Options available in the Open Fund Select Service Offering. Fees may apply for any changes to Client's Plan Lineup initiated by Client.
Omnibus Trading	The consolidation of investment instructions and Contributions of all Plans in a particular Plan Investment in a Plan Lineup with Omnibus trading.
Orders	Requests to purchase or redeem investments under the Plan.
Outside Plan Investment	Investment option outside of Paychex Service Offerings.
Participant	Employees eligible to participate in the Plan pursuant to the Basic Plan Document, Adoption Agreement, and SPD.
Participant Communications	Required communications provided by Plan to Participants, including, but not limited to, quarterly account statements, summary plan description, summary annual report, and if applicable, a summary of material modifications, safe harbor contribution notice, automatic enrollment notice, blackout notice, and any required Participant disclosures, including, but not limited to, Participant Fee Disclosures.
Participant Default Investment	The Plan Investment selected by Client as the Qualified Default Investment Alternative for the Plan.
Participant Fees	Fees paid directly by Participants from Participant account balances.
Participant Fee Disclosures	A Participant Communication. Disclosures required by ERISA § 404(a) provided by Plan to Participants regarding Participant Fees.
Participant Investment Advice Provider	Third-party vendor who reviews Plan Investments selected by the Client and offers Participant Investment Advice Services to Participants in the Plan.
Participant Investment Advice Provider Agreement	Agreement between the Client and the third-party vendor who reviews Plan Investments selected by the Client and offers Participant Investment Advice Services to Participants in the Plan. The agreement is attached as Schedule D and is also referred to in Schedule D as the Participant Investment Advisory Services Agreement.
Participant Investment Advice Services	Services provided by Participant Investment Advice Provider to Participants.

	include, but are not limited to, the ADP/ACP test, top heavy test, 410(b), and 415.
Contributions	Amounts which are to be invested in the Plan in accordance with Client and Participant direction.
Contribution Amounts Due	Contributions which are due on the Funding Deadline to be invested in the Plan in accordance with Plan Sponsor and Participant direction.
Contribution Information	Employee/Participant and/or employer Contribution information from a Payroll or Non-payroll Client.
Contribution EFT	Collection of Contributions through an EFT from Client's Designated Bank Account(s), or such other payment method as required by Paychex when due.
Covered Service Provider	Service providers that enter into a contract or arrangement with the Plan and reasonably expect to receive \$1,000 or more in direct or indirect compensation, in connection with providing services to the Plan. Paychex is a Covered Service Provider.
Conversion Assets	Plan assets which are provided to Paychex as part of the conversion of a Client's current Plan to Plan Documents provided by Paychex pursuant to this Agreement.
Conversion Client	A Client who is converting its existing qualified retirement plan to a Plan provided by Paychex pursuant to this Agreement.
Conversion Services	Services provided to a Client who is converting its existing qualified retirement plan to Plan Documents provided by Paychex pursuant to this Agreement. Conversion Services are set forth in Schedule B to the Agreement.
Custodian	American Stock Transfer & Trust Company, LLC.
Designated Bank Account	Bank account designated by Client for the payment of Client Fees and collection of Contributions.
Designation Error	A designation direction involving the administration of the Plan, including, but not limited to the designation of highly compensated and key employees, the enrollment and/or designation of eligible Participants, the addition, substitution and deletion of Plan Investment, Plan asset mapping and Investment allocation, which is implemented incorrectly by Paychex.
Designation Payroll Provider	Third-party payroll provider designated by Non-payroll Clients to provide Contribution Information to Paychex.
Distribution	Any distribution from the Plan assets processed by Paychex. Distributions may be paid out by check, EFT, wire transfer, or such other means of transfer delivery as agreed to by Paychex. The Distributions are held in the Master Custody Account until the date that either the Distribution checks are presented for payment or Distribution funds are wire transferred, electronically transferred through an EFT, or transferred, by some other means of transfer delivery agreed to by Paychex, from the Master Custody Account.
Distribution Paperwork	The then current paperwork Paychex provides to Participants who have had a distributable event.
Electronic Funds Transfer (EFT)	Electronic debit of amounts from Client's Designated Bank Account.
ERISA	Employee Retirement Income Security Act of 1974, as amended.
Errors	Transaction processing and/or administrative errors which may occur in providing Services under this Agreement. In some cases, these Errors may involve Contributions, Distributions, or processing of Client or Participant transactions.
Excess Contributions, Return of	The amount by which Contributions made on behalf of highly compensated employees exceeds the amount permitted by the ADP (in the case of elective deferrals) and or the ACP (in the case of matching Contributions) nondiscrimination tests of Code Section 401(k) and 401(m). The excess amounts may be returned to the HCEs to correct a failing ADP and/or ACP test.
Fee Disclosure	Statement provided to Client by Paychex as required by ERISA §408(b)(2).
Fidelity Bond	A bond which ERISA requires every Plan fiduciary to be covered by naming the Plan as the insured. The coverage is a minimum of \$1,000.00 or 10% of Plan assets up to a maximum of \$500,000.00.
Fidelity Bond Commission	Fee earned by Agency from the sale of a Fidelity Bond to the Client.
Financial Advisor	Third party selected by Client who receives compensation directly from Investment Companies.
Fixed Fund Select	Service Offering. Client will select its Plan Lineup from a list of fixed lineups of Investment Options made available by third-party investment companies ("Investment Companies"). All Plan Investments for the Plan Lineup selected by Client are available for investment by Client's Participants. Client may not delete or add Plan Investments to the Plan Lineup it selects in Fixed Fund Select. To change Plan Investments, Client may either select a new Plan Lineup from among the remaining fixed lineups or change its Service Offering.
Forfeitures	Portion of a Participant's account derived from employer Contributions to which the Participant is not vested upon termination of employment.
Forfeiture Account	Forfeiture amounts in the Plan Default Investment.
Form 5500	The Form 5500, and applicable schedules, concerning the operation, funding, assets, and investments of the Plan.
Funding Deadline	Amounts Due which shall be on deposit in Client's bank account in collectible form and in sufficient amount on the day Paychex' EFT is to be presented.
Guided Fund Select	Service Offering. Client will select its Plan Lineup from available Plan Lineups selected by a third-party Plan Lineup Advisor. Client is solely responsible for reviewing and approving the Plan Lineup selected by the Plan Lineup Advisor. The Plan Lineup Advisor will be considered a named fiduciary of the Plan with respect to Plan Investments and will establish and maintain an Investment Policy Statement. The Plan Lineup Advisor will select the Plan Lineup and monitor and replace the Plan Investments in the Plan Lineup in accordance with the Investment Policy Statement. The Plan Lineup selected by the Plan Lineup Advisor is selected from either all, or a subset of, the Investment Options available to the Open Fund Select Service Offering. Not all Plan Lineups are available to every Guided Fund Select Client. Client may not delete or add Plan Investments to the Plan Lineup selected by the Plan Lineup Advisor, but may change its Service Offering. Client

**Schedule I
Definitions**

Defined Term	Definition
Abandoned Plan	Plan in which no Contributions to or Distributions from have been made for a period of at least 12 consecutive months or where known facts and circumstances, such as a Plan Sponsor's liquidation under Title 11 or communications from Participants and beneficiaries regarding distributions, suggest that the plan is or may become abandoned; and a reasonable effort to locate or communicate with the Plan Sponsor has resulted in a determination that the Plan Sponsor no longer exists, cannot be located, or is unable to maintain the Plan.
Additional Services	Services which are additional to the Services performed pursuant to this Agreement which Client may request from Paychex. Additional Services may incur Additional Service Fees.
Additional Service Fees	Fees for Additional Services requested by Client.
Administrative Fees	<p>Monthly Administrative, Annual Account, Per Participant, Set-up and Additional Service Fees are collectively referred to as Administrative Fees. Except for Paychex Retirement Services Included Clients Paychex invoices Clients each month. A Client's invoice details the Client's Monthly Administrative Fees, Annual Account Fees, Per Participant Monthly Fees, the Setup Fees and any Additional Service Fees assessed. Client's Annual Account Fees will also be detailed on Client's trust statement which will be available on the Employer Web.</p> <p>Retirement Services Included Clients receive an invoice detailing the total cost for all the services they receive pursuant to the agreement they executed for a bundled suite of services, including the Services provided pursuant to this Agreement. A Retirement Services Included Client's invoice will also include any Additional Service Fees incurred by the Retirement Services Included Client. A Retirement Services Included Client's Annual Account Fees will be detailed on Client's trust statement which will be available on the Employer Web.</p>
Adoption Agreement	Document executed by the Adopting Employer through which it adopts the Plan and trust.
Adopting Employer	An employer that has established and maintains an employee benefit plan in accordance with ERISA and has entered into a Paychex Retirement Services Agreement with Paychex.
Agency	Paychex Insurance Agency, Inc., a wholly owned subsidiary of Paychex.
Agreement	The Paychex Retirement Services Agreement entered into by Client and Paychex (formerly known as Paychex Retirement Services Agreement, Paychex Retirement Services Agreement for Non-payroll Clients, or Paychex Guided Fund Select™/Paychex Open Fund Select™ Agreement).
Amended Plan Document	Any Plan Document which Client has amended.
Amounts Due	Fees, Contribution Amounts Due, and Returned Amounts under the Agreement.
Annual Account Fee	Monthly fee based on Client's Plan assets as disclosed on Client's Fee Disclosure. Annual Account Fees are based on the assets in the Plan and may either be paid directly by the Client or charged pro-rata against the Plan assets each month. Paychex Retirement Services Included Clients may pay an Annual Account Fee depending on the Service Offering selected by Client. The Annual Account Fee is charged only to Clients who elect the Paychex Return of Concessions feature or other service as identified on Client's then current Fee Disclosure.
Automatic Debit of Identified Employer Contributions	The automatic EFT from Client's Designated Bank Account for Safe Harbor and Year-End Matching Contribution Amounts Due.
Automatic Rollover Services	Services provided by Paychex to administer Client election of the automatic rollover option.
Automatic Rollover	Rollover of a Participant's account balance to an individual retirement account authorized by the Plan Sponsor after a Participant fails to provide distribution instructions, and otherwise satisfied the Plan's rules pertaining to involuntary Distributions.
Balanced Fund	A mutual fund that buys a combination of common stock, preferred stock, bonds, and short-term bonds, to provide both income and capital appreciation while avoiding excessive risk.
Bank	American Stock Transfer & Trust Company, LLC.
Business Day	Monday - Friday between the hours of 8:00 a.m. - 4:00 p.m. EST, excluding days on which the New York Stock exchange is not open for business.
Certification of Assets	A certification is a statement by an authorized representative of a bank, insurance company, or regulated trust company that the plan assets reported on its financial statements are complete and accurate.
Client	Company identified in this Agreement. Client is the Adopting Employer and Plan Sponsor under the terms of the Plan and will serve as Plan Administrator and Trustee unless Client has appointed another individual or entity as Plan Administrator or Trustee. Except where stated Client includes Non-Payroll Clients and Paychex Retirement Services Included Clients.
Client Information	Information provided to Paychex by Client (or a Plan Administrator or Trustee appointed by Client) which includes Contribution Information, employee/Participant's information transmitted from the Paychex payroll system or from a Non-payroll Client's Designated Payroll Provider, Participant information provided directly by Participants, information provided by Client's Investment Advisor and information provided by Client pertaining to the Plan.
Client Online Account	Services the Client accesses online or through any mobile or other electronic devices.
Code	Internal Revenue Code of 1986, as amended.
Compliance Testing	Certain tests required by the Plan that are dependent on the Plan options selected by the Plan Sponsor. Tests

3.4 Client Obligations. Client shall continue to have the obligations as set forth in this Agreement until the Plan assets are liquidated and all Fees and Amounts Due have been remitted to Paychex.

Schedule H
Services following Termination of the Agreement,
Plan Termination and Terminated Plan Distribution
Services

- 1. Termination of Agreement.**
 - 1.1 Transfer of Plan Assets.** Upon termination of this Agreement, Paychex will transfer the Plan assets as directed by Client to a new recordkeeper and will use reasonable efforts to transfer, and facilitate the transfer of, all relevant information relating to its provision of administrative services to the Plan under this Agreement (other than Paychex proprietary information) to the successor recordkeeper or administrative service provider to the Plan, or such other person(s), as the Client may in writing direct, subject to the limitations of Section 21.5. Paychex reserves the right to continue billing monthly Service fees for so long as assets remain in the Plan and Paychex continues to provide any Services with respect to Plan assets. Any Services performed by Paychex following termination of the Agreement prior to the Plan assets being transferred are performed pursuant to the terms and conditions of this Agreement.
 - 1.2 Annual Reporting.** If either Paychex or Client terminates this Agreement with an effective date prior to December 31 of the year that the termination notice was provided, Paychex will continue to prepare the Plan's annual compliance reporting, Form 5500 and applicable schedules, and Form 1099-R and Form 945 for any Distribution paid until the Plan assets have been either transferred, distributed or liquidated. The terms and conditions of the Agreement shall remain in full force and effect until the Plan assets have been either transferred or distributed.
 - 1.3 Retention of Plan Information.** Upon termination of this Agreement and after sixty (60) days from the date Paychex has provided all Reports required of it under this Agreement, Paychex shall have no obligation to retain information relating to Paychex' provision of Services under this Agreement, except as may otherwise be required by law.
 - 1.4 Client Obligations.** Client shall continue to have all of the obligations as set forth in the Agreement until the Plan assets are liquidated and all Fees and Amounts Due have been remitted to Paychex.
- 2. Termination of Plan.**
 - 2.1 Plan Termination Direction.** In the event that Client elects to terminate the Plan, Client must complete, sign and return to Paychex the then current Paychex plan termination paperwork and provide Paychex with written direction pertaining to the termination of the Plan (the "Plan Termination Direction"). The Plan Termination Direction includes a description of the Terminated Plan Distribution Services which provides Paychex direction to (i) distribute to Participants the then current Paychex Distribution Paperwork and distribute Plan assets to Participants who return the Distribution Paperwork, and (ii) involuntarily distribute Plan assets pursuant to the Terminated Plan Distribution Procedure described below. Unless Client provides other written direction, Client authorizes Paychex to provide the Terminated Plan Distribution Procedure upon receipt of Plan Termination Direction. Paychex is not obligated to begin termination of Plan services until it receives Plan Termination Direction.
 - 2.2 Termination of the Agreement.** The Agreement between the parties shall be terminated upon the effective date that the Plan assets are liquidated or transferred. The terms and conditions of the Agreement shall remain in full force and effect until the Plan assets have been distributed. Client acknowledges that certain Services require Client Information and direction and Paychex shall not be required to provide Services if Client fails to provide required Client Information and/or direction.
- 3. Terminated Plan Service.** Upon receipt of a completed Plan Termination Direction Paychex will perform the following services:
 - 3.1 Terminated Plan Distribution Services.** The Plan is solely obligated to ensure that all Plan assets are distributed following Plan termination. To assist Client in the Plan termination process, Client directs Paychex to distribute Plan assets as set forth below. Fees for the Terminated Plan Distribution Services are as set forth on the then current Fee Disclosure. Client authorizes Paychex to assess and collect the then current Distribution fees from Participant's assets when Participant's assets are distributed. The Distribution fees shall be those fees set forth on the then current Fee Disclosure.
 - 3.1.1 Distribution of Plan assets to Participants.** Client directs Paychex to provide its then current Distribution Paperwork to Participants at the Participant address designated by Participant. Client directs Paychex to process all Distribution Paperwork it receives from Participants and distribute Plan assets as directed by the Participants. Participants are charged the Distribution fee as set forth in the Fee Disclosure applicable at the time of the Distribution.
 - 3.1.2 Involuntary Distribution Procedure.** The involuntary distribution of Plan assets will consist of the steps documented in the Plan termination paperwork provided to the Client upon termination of the Client's Plan.
 - 3.1.3 IRA Provider.** Client authorizes and selects the Investment Company identified in the termination paperwork provided to Client upon termination of Client's Plan as the authorized IRA provider for any forced rollovers.
 - 3.2 Annual Reporting.** If Client terminates its Plan, Paychex will prepare the Plan's annual compliance reporting, Form 5500 and applicable schedules until the Plan assets have been fully distributed and prepare and file Form 1099-R and Form 945 for Distributions paid through Plan termination. If Client fails to respond to a Paychex request for direction or Client Information Paychex may not be able to complete or fully provide the annual reporting and compliance services described in this section.
 - 3.3 Return of Excess Contributions.** Paychex will perform a Return of Excess Contributions upon termination of the Plan unless the Client directs otherwise.

Schedule G
Stale Check Procedure For Plan Assets Eligible For Rollover

1. **Stale Check Procedure.** Unless Client opts not to participate in the Stale Check Procedure, Client directs Paychex to process Stale Checks eligible for rollover in an IRA in accordance with the procedures set forth below.
2. **Third-party Vendor.** Client directs Paychex to use Risk Compliance Performance Solutions, LLC. ("Stale Check Vendor") to perform some or all of the procedures set forth below.
3. **Individual Retirement Account.** Client directs the Stale Check Vendor to set up individual retirement accounts ("IRA") for Participants, in accordance with the procedures set forth below, with Millennium Trust Company, Inc.
4. **Missing Participant Search.** The Stale Check Vendor will perform a Missing Participant Search for all Participants who have balances of \$1,000.00 or greater, as set forth in the United States Department of Labor Field Assistance Bulletin 2014-1.
5. **Fees.** Client directs Paychex, or the Stale Check Vendor, to assess the Stale Check fees set forth on the then current Fee Disclosure against the funds associated with the Participant's Stale Check. The Stale Check Fees shall consist of fees charged directly by Paychex and those fees charged directly by the Stale Check Vendor. All Stale Check Fees are paid out of the funds associated with a Participant's Stale Check. In the event that the funds associated with a Participant's Stale Check are less than a particular Stale Check fee, the Stale Check fee will be the amount of the Stale Check and will be charged to the Participant by Paychex or the Stale Check Vendor.
 - 5.1 **Paychex Stale Check Fee.** Client directs Paychex to charge a Stale Check fee directly to the Participant as set forth on the then current Fee Disclosure.
 - 5.2 **Stale Check Vendor Fees.** Client directs the Stale Check Vendor to charge the Participant additional Stale Check Vendor Fees as set forth on the then current Fee Disclosure and described below.
 - 5.2.1 **Stale Check Distribution Notice Fee.** The Stale Check Vendor will assess each Participant a fee to process and mail each Participant a notice informing the Participant of the Stale Check and the procedures necessary to obtain a new check ("Stale Check Distribution Notice Fee").
 - 5.2.2 **Stale Check Distribution Fee.** The Stale Check Vendor will assess a Stale Check Distribution Fee upon the distribution of the Stale Check to the Participant or deposit of the Stale Check into an IRA.
 - 5.2.3 **Missing Participant Search Fee.** In the event that the Stale Check Distribution Notice mailed to the Participant's address on record with Paychex is returned by the United States Postal Service as undeliverable, the Stale Check Vendor will charge the Participant a Missing Participant Search Fee, in accordance with the procedures set forth below. Client directs the Stale Check Vendor to assess the Missing Participant Search fee against the funds associated with the Participant's Stale Check.
6. **Procedure.**
 - 6.1 **Review of Outstanding Distributions.** Each month Paychex will review all outstanding Distributions. Any eligible Distributions which remain uncashed after one (1) year will be considered a Stale Check and a Stale Check fee will be assessed against the Stale Check.
 - 6.2 **Stale Checks Less Than the Paychex Stale Check Fee.** Paychex will provide a notice to each Participant that they have no remaining interest in the Stale Check assets.
 - 6.3 **Stale Checks Greater than the Paychex Stale Check Fee.** Paychex will provide to the Stale Check Vendor a list of all Stale Checks over the Paychex Stale Check Fee and remit to the Stale Check Vendor the funds associated with the Stale Checks over the Paychex Stale Check Fee.
 - 6.4 **Stale Check Vendor Mailing.** The Stale Check Vendor will mail each Participant the Stale Check Distribution Notice to the Participant's address on record with Paychex and charge each Participant the Stale Check Distribution Notice Fee.
 - 6.5 **Participant Contacts Stale Check Vendor.** In the event the Participant contacts the Stale Check Vendor, the Stale Check Vendor will distribute the Stale Check as directed by the Participant and assess the Stale Check Distribution Fee.
 - 6.6 **Stale Check Distribution Notice is Not Returned or Returned as Not Deliverable.**
 - 6.6.1 **Not Deliverable.** In the event the Stale Check Distribution Notice is returned to the Stale Check Vendor as not deliverable, the Client directs the Stale Check Vendor to take the actions set forth in Section 6.7 to 6.10.
 - 6.6.2 **Not Returned.** In the event the Stale Check Distribution Notice is not returned to the Stale Check Vendor and Participant or Plan does not respond after sixty (60) days from date Stale Check Distribution Notice is mailed, the Client directs the Stale Check Vendor to take the actions set forth in Section 6.7 to 6.10
 - 6.7 **Stale Checks not exceeding \$999.99.** The Stale Check Vendor will set up an IRA in the Participant's name at Millennium Trust Company, Inc. identified above and deposit the eligible Stale Check into the IRA account. Participant will be assessed the Stale Check Distribution Fee.
 - 6.8 **Stale Checks of \$1,000.00 and Greater.** The Stale Check Vendor will initiate a Missing Participant Search. Participant will be assessed the Missing Participant Search Fee.
 - 6.9 **Missing Participant Search Locates Participant.** A Stale Check Distribution Notice will be sent to Participant and it will be processed as set forth above. Participant will be charged a Stale Check Distribution Notice Fee.
 - 6.10 **Missing Participant Search Does Not Locate Participant.** If the Missing Participant Search does not locate the Participant, the Stale Check Vendor will set up an IRA in the Participant's name at Millennium Trust Company, Inc. identified above and deposit the eligible Stale Check into the IRA account. Participant will be assessed the Stale Check Distribution Fee.

Schedule F Outside Plan Investments

1. **Outside Plan Investment.** In the event Client elects to maintain an investment option outside of the Paychex Service Offerings (“Outside Plan Investment”) Client acknowledges that Client has selected and approved the Outside Plan Investment, and that Paychex has not provided investment advice with regard to any such selections.
2. **Outside Plan Investment Information.** In the event Client elects to maintain an Outside Plan Investment, Client acknowledges that it shall be solely responsible for providing to Paychex all required information regarding the Outside Plan Investment. Further, Client shall be solely responsible for debiting and remitting any Contribution Amounts for the Outside Plan Investment to the Outside Plan Investment.
3. **Client Responsibilities.** In the event Client elects to maintain an Outside Plan Investment, Client acknowledges that the Services provided by Paychex shall not be provided to the Outside Plan Investment. Client shall be solely responsible as follows:
 - 3.1 **Contributions.** Client shall be solely responsible for collecting and remitting Contributions to the Outside Plan Investment. Paychex shall apply any Contributions it receives from Client solely to the Plan Investments in accordance with the then current allocation instructions regarding the Plan Investments of the Participants.
 - 3.2 **Distributions.** Client shall be solely responsible for remitting any Distributions from the Outside Plan Investment.
 - 3.3 **Compliance Testing.** Client shall be solely responsible for providing the information required by Paychex to conduct the Compliance Testing. In the event Client fails to provide the information required by Paychex, Client acknowledges that it cannot rely on any Compliance Testing provided by Paychex.
 - 3.4 **Redemption Fee.** Client shall be solely responsible for collecting and remitting Redemption Fees for the Outside Plan Investment.
 - 3.5 **Outside Plan Investment Information.** Client shall be solely responsible for providing Paychex the information regarding the Outside Plan Investment required by Paychex to provide the Reporting Services.
 - 3.6 **Tax Forms Preparation Services.** Client shall be solely responsible for submitting information regarding the Outside Plan Investment Option required for filing Form 5500 and related schedules as well as preparing and filing Forms 1099-R and 945. Paychex will prepare a draft 5500 utilizing only the information it has about the Plan Investments and will not prepare any information regarding the Outside Plan Investments.
 - 3.7 **Outside Investment Option Prospectus.** Client agrees to provide each Participant, prior to the time the Participant makes an investment selection, a copy of the then current Prospectus for each Outside Plan Investment.
 - 3.8 **Record Retention.** Client shall be solely responsible for retaining records and account information for the Outside Plan Investment.
4. **Forfeitures.** Paychex will process and allocate forfeited, non-vested Contributions at the direction of Client. In the event that Client fails to provide direction, Client directs Paychex to follow applicable Plan rules for allocation of forfeited, non-vested Contributions. Unless Client provides alternate instructions, Paychex will allocate forfeitures only to the Plan Investments and will not allocate to the Outside Plan Investment.
5. **Loan Administrator.** Paychex will only administer the loans based on balances held within Plan Investments and will not administer loans based on any balances held in Outside Plan Investments.
6. **Fees.** In the event Client elects to maintain an Outside Plan Investment, Client acknowledges that Paychex cannot collect Client Fees or Participant Fees from amounts held in the Outside Plan Investment. In the event Client directs Paychex to collect Client Fees from Plan assets, Client authorizes Paychex to collect the Client Fees pro-rata from only those Plan assets in Plan Investments and acknowledges amounts held in Outside Plan Investments shall not be included in the pro-rata calculation.

Schedule E - 2
Fidelity SIMPLE IRA

SIMPLE IRA Services. Paychex will provide the following Services to SIMPLE IRA Clients who have elected Fidelity as their SIMPLE IRA Vendor in lieu of the Services listed in Section 2 of the Agreement.

1.1 Recordkeeping Services. Paychex will provide the following Recordkeeping Services for the SIMPLE IRA Client:

1.1.1 Enrollment. Process enrollments received by Paychex from Participants.

1.1.2 Determine Deferral and Match. Track compensation to determine deferral and matching Contributions.

1.1.3 Allocations. Matching Contributions are calculated at payroll.

1.1.4 Contributions.

- Collect and process Contributions that are to be forwarded to SIMPLE IRA Investment Company for investment.
- Paychex will reconcile control totals and file updates in accordance with the enrollment and change requests submitted to Paychex by the Client or Participant.

1.1.5 Additional Services. Provision of such other administrative services as Paychex and the Client agree.

1.2 Processing and Investment of SIMPLE IRA Contributions. The processing and investment of SIMPLE IRA Participant Contributions requires the transmittal of Participant investment instructions to the SIMPLE IRA Vendor. Investment instructions are sent no later than the Friday of the week following the week Paychex initiates the Contribution EFT and receives the Contributions. Contributions are remitted by Paychex to the SIMPLE IRA Investment Company by the close of business on Settlement Date. Settlement generally occurs on the next Business Day following the day investment instructions are sent. In certain circumstances, Paychex will forward investment instructions to the SIMPLE IRA Investment Company no later than the Friday of the week following the week Paychex initiates the Contribution EFT and receives the Contributions. Those circumstances include the following: (i) in instances of insufficient Contribution funds; (ii) missing information; (iii) data reconciliation issues; (iv) failure of Client to provide required forms or applications, or to complete other requirements to establish investment capabilities with the SIMPLE IRA Investment Company selected by Client; (v) incomplete processing; or (vi) instances where transfer is beyond Paychex' control. In no event will Paychex send Contributions to the SIMPLE IRA Investment Company until Paychex has completed processing them.

1.3 Provision of Plan and Participant Information to the SIMPLE IRA Vendor. Client authorizes Paychex to provide Plan and individual employee/Participant information to SIMPLE IRA Vendor.

1.4 In the event that Client fails to execute and comply with any required documentation of the SIMPLE IRA Vendor, or the SIMPLE IRA Vendor terminates its relationship with Client, Paychex may terminate this Agreement immediately. In the event this Agreement is terminated in accordance with the provisions of this section, any Contributions collected by Paychex will remain in the Paychex account pending investment direction by Client.

employee/Participant information to SIMPLE IRA Vendor.

7. Fees

- 7.1 Administrative Fees.** Client agrees to pay all Administrative Fees for the SIMPLE IRA Services. The Administrative Fees as of the effective shall be set forth on the payment page and thereafter on Client's invoice. Fees shall include a per participant fee and administrative fee per month, a set-up fee and an asset based fee all as described as on the fee page. The asset based fee is collected pro rata from Plan assets. A portion of the asset based fee is remitted to the SIMPLE IRA Plan Lineup Advisor.
 - 7.2 Plan Lineup Advisor Fee.** Client directs the SIMPLE IRA Vendor to collect pro rata from the Plan assets an asset based fee and remit to the Plan Lineup Advisor. The current Plan Lineup Advisor fee shall be set forth on the payment page and may be modified upon notice to the Client.
- 8. Termination.** If Client fails to execute and comply with any required documentation of the SIMPLE IRA Vendor, or the SIMPLE IRA Vendor terminates its relationship with Client, Paychex may terminate this Agreement immediately. In the event this Agreement is terminated in accordance with the provisions of this section, any Contributions collected by Paychex will remain in the Paychex account pending investment direction by Client. Termination of the underlying Paychex payroll service shall automatically act as a written notice to terminate this Agreement unless Client transfers the Plan assets to another Service Offering. Client shall be solely responsible to transfer all Plan Assets to another Service Offering or to another service provider. Client acknowledges that a transfer Fee may apply.

Schedule E - 1

Millennium Trust SIMPLE IRA

1. **SIMPLE IRA Services.** Paychex will provide the following Services to SIMPLE IRA Clients who have elected Millennium Trust Company as their SIMPLE IRA Vendor in lieu of the Services listed in Section 2 of the Agreement. To be the SIMPLE IRA Services Client must process payroll through Paychex, Inc.
2. **SIMPLE IRA Services.** Paychex will provide the following SIMPLE IRA Services for the SIMPLE IRA Client:
 - 2.1 **Enrollment.** Paychex will provide the SIMPLE IRA Vendor a file with all eligible Participants and update the eligible Participants based on Client Information.
 - 2.2 **Determine Deferral and Match.** Track compensation to determine deferral and matching Contributions. Apply match as set forth in the adoption agreement or as directed by the SIMPLE IRA Vendor.
 - 2.3 **Allocations.** Paychex will calculate any matching Contributions.
 - 2.4 **Contributions.**
 - The SIMPLE IRA Vendor will provide Paychex the Contribution amounts to be collected. Paychex will collect and process Contributions and forward Contributions to the SIMPLE IRA Vendor for updates into Participant accounts.
 - Paychex will reconcile control totals and file updates in accordance with the enrollment and change requests submitted to Paychex by Millennium Trust.
 - 2.5 **Additional Services.** Provision of such other administrative services as Paychex and the Client agree.
3. **SIMPLE IRA Plan Lineup Advisor**
 - 3.1 **SIMPLE IRA Plan Lineup Advice Services.** The Paychex Services do not include the rendering of investment advice in connection with the selection of, or the management of, the SIMPLE IRA Plan Lineup or the selected Plan Investments or investment advice to Participants of Client's Plan. For Clients selecting the SIMPLE IRA Service Offering, Client acknowledges that the SIMPLE IRA Plan Lineup is selected and modified by the SIMPLE IRA Plan Lineup Advisor identified in Schedule C to this Agreement. Paychex provides Client access to the SIMPLE IRA Plan Lineup Advisor through the Paychex Platform and the SIMPLE IRA Service Offering but does not recommend the selection of the SIMPLE IRA Plan Lineup advisor or the SIMPLE IRA Plan Lineup. The SIMPLE IRA Plan Lineup Advisor shall be considered a named fiduciary of the Plan as set forth in the SIMPLE IRA Plan Lineup Advisor's separate service agreement with Client which is set forth at Schedule C. If the Client selects the SIMPLE IRA Service Offering the terms and conditions of the SIMPLE IRA Plan Lineup Advisor's service agreement set forth in Schedule C with Client shall detail the services provided by the SIMPLE IRA Plan Lineup Advisor. Paychex shall have no obligation to supervise or monitor the SIMPLE IRA Plan Lineup Advisor. By executing this Agreement Client acknowledges that it is executing the SIMPLE Plan Lineup Advisor Service Agreement.
 - 3.2 **SIMPLE IRA Plan Lineup.** The SIMPLE IRA Plan Lineup Advisor will select, monitor and replace Investment Options in the SIMPLE IRA Plan Lineup for Plans utilizing its services. Client directs the Plan Lineup Advisor to establish and maintain an Investment Policy Statement. The Plan Lineup Advisor shall select the Available Plan Lineup and monitor it. If the SIMPLE IR A Plan Lineup Advisor deems necessary, replace the Plan Investments in the SIMPLE IRA Plan Lineup in accordance with the Investment Policy Statement. The SIMPLE IRA Plan Lineup selected by the SIMPLE IRA Plan Lineup Advisor shall be selected from a universe of Plan Investments selected by the SIMPLE IRA Plan Lineup Advisor. The SIMPLE IRA Vendor will deliver to Client the most current Investment Policy Statement, via electronic means, as directed by the SIMPLE IRA Plan Lineup Advisor. By selecting the SIMPLE IRA Service Offering Client is selecting the SIMPLE IRA Plan Lineup selected by the SIMPLE IRA Plan Lineup Advisor. Client is solely responsible for reviewing whether the SIMPLE IRA Plan Lineup is suitable for its SIMPLE IRA and by selecting the SIMPLE IRA Service Offering Client acknowledge that the Client has selected and approved the Plan Investments in its Plan Lineup and that Paychex has not provided investment advice with regard to any such selection.
4. **Changes to the SIMPLE IRA Plan Lineup.** The SIMPLE IRA Plan Lineup may be modified from time to time. If the SIMPLE IRA Plan Lineup is modified:
 - 4.1 At least sixty (60) days prior to the effective date of the change to the SIMPLE IRA Plan Lineup The SIMPLE IRA Vendor or Paychex will provide Client with written notice notifying Client of (i) the effective date of the changes to the SIMPLE IRA Plan Lineup; (ii) the Client's right to continue as a SIMPLE IRA Service Client in the new SIMPLE IRA Plan Lineup; (iii) Client's right to elect a different Service Offering and transfer all Plan assets to the new Service Offering at no transfer Fee (different Administrative Fees may apply); and (iv) Client's right to terminate the Agreement without additional Client Fees or penalty.
 - 4.2 If Client fails to either elect to transfer to a new Service Offering or terminate this Agreement in writing within sixty (60) days of receipt of the notice pursuant to Section 4.1.1, Client agrees that Paychex may treat the absence of objection as its direction and consent to continuing as a SIMPLE IRA Service in the modified SIMPLE IRA Plan Lineup selected by the Plan Lineup Advisor.4.2 If Client fails to either elect to transfer to a new Service Offering or terminate this Agreement in writing within sixty (60) days of receipt of the notice pursuant to Section 4.1.1, Client agrees that Paychex may treat the absence of objection as its direction and consent to continuing as a SIMPLE IRA Service in the modified SIMPLE IRA Plan Lineup selected by the Plan Lineup Advisor.
5. **Processing and Investment of SIMPLE IRA Contributions.** The processing and investment of SIMPLE IRA Participant Contributions requires the transmittal of Participant investment instructions to the SIMPLE IRA Vendor. Paychex initiates the Contribution EFT on or before check date. Collected Contributions are held for three (3) business days for processing and to verify that Paychex received funds equaling the Contributions from Client. Contribution information is sent to the SIMPLE IRA Vendor typically on the third (3rd) business day following receipt of the Contributions by Paychex. Contributions are remitted by Paychex to the SIMPLE IRA Vendor by the close of business on Settlement Date which is typically next Business Day following the day investment instructions are sent. In certain circumstances, Paychex will forward investment instructions to the SIMPLE IRA Vendor no later than the Friday of the week following the week Paychex initiates the Contribution EFT and receives the Contributions. Those circumstances include the following: (i) in instances of insufficient Contribution funds; (ii) missing information; (iii) data reconciliation issues; (iv) failure of Client to provide required forms or applications, or to complete other requirements to establish investment capabilities with the SIMPLE IRA Vendor Company selected by Client; (v) incomplete processing; or (vi) instances where transfer is beyond Paychex' control. In no event will Paychex send Contributions to the SIMPLE IRA Vendor until Paychex has completed processing them.
6. **Provision of Plan and Participant Information to the SIMPLE IRA Vendor.** Client authorizes Paychex to provide Plan and individual

Schedule D - 2
LPL Financial - Not applicable

In Process

Customer Support Services

Plan Sponsor will receive e-mail and voice mail support at no additional charge as well as access to designated FAQ systems that GCAM develops from time to time. GCAM will provide live telephone support from 8:00 a.m. to 5:00 p.m. Monday through Friday (PST). GCAM, however, reserves the right to close its customer support lines on all major holidays and to change the hours of support based on customer needs and usage patterns.

Guided Choice® Participant Investment Advisory Services Agreement Exhibits

Exhibit A - Definitions

Advisers Act means the Investment Advisers Act of 1940, as amended from time to time.

Advisor Agreement means this Guided Choice® Investment Advisory Services Agreement and any amendments, exhibits, and schedules hereto.

Portfolios means the asset allocations of investment funds maintained under the Guided Choice® Asset Management Collective Trust, or any other funds established in the future in which Participants will invest pursuant to recommendations provided by GCAM.

Damages means any losses, liabilities, obligations, costs, expenses (including reasonable attorneys' fees), damages, or judgments of any kind.

ERISA means the Employee Retirement Income Security Act of 1974, as amended from time to time.

GCAM means Guided Choice Asset Management, Inc.

Paychex means Paychex, Inc., the provider of third-party recordkeeping, reporting, and other administrative services specified in the Service Agreement to the Plan Sponsor.

Investment Services means the on-line, computer network-based services GCAM provides to Participants pursuant to this Advisor Agreement, which are more particularly described on Exhibit B hereto.

Participant(s) mean Plan Participant(s) who use the Investment Services during the term of this Advisor Agreement.

Plan means the employee benefit plan of the Plan Sponsor executing the Service Agreement with Paychex.

Exhibit B - Investment Services

Set Up Services

GCAM will analyze the Plan's features and systems parameters sent by Paychex. GCAM will customize the system for the Plan's features. GCAM will also provide quality assurance testing on an Internet environment. GCAM will coordinate with Paychex to provide for the data transmissions.

Services to Participants

Through an Internet based computer interface, GCAM will provide Participants with information regarding the likelihood and amount of their future retirement income, based on their current savings rates and investments, and other personal data. Some of this data, such as date of birth, salary, Plan specific information (such as Participant contribution rates and employer matching rates), and current Plan investments will be provided automatically through connectivity with Paychex. Other data, such as information about non Plan investments, time to retirement and retirement goals, will be provided by the Participant to GCAM.

Information regarding the likelihood that a Participant will achieve his or her retirement goals is based on a proprietary computer program designed by and licensed to GCAM by an affiliate. Based on a number of underlying assumptions (e.g., inflation and mortality rates), the program simulates hundreds of stock market scenarios over the period to the Participant's planned retirement date, and indicates a range of possible monthly retirement incomes in a format that allows the Participant to understand the probability of reaching each outcome.

If a Participant chooses to request advice about how to improve the likelihood of reaching his or her retirement goals, the program calculates an "optimal" solution, given the Participant's Plan and non Plan assets, time horizon, and cash inflow and outflow information. This solution includes recommended allocations of Plan assets among the Portfolios and, if necessary, changes in planned pre tax saving rates and retirement dates. The Participant can then change any part of the recommendation to create another customized solution, generating a new model of potential monthly retirement income.

Once the desired solution is obtained, the Participant can accept the advice regarding investment of his or her Plan Assets, and the advice is automatically implemented by GCAM through its interface with Paychex. The Participant's selected investment plan is automatically maintained by GCAM (re balanced and re allocated, as needed, to match the recommended Plan parameters) until such time as the Participant again seeks advice through the GCAM program.

Portfolios

Depending on the outcome of the analysis described above, a Participant's assets are invested in one of approximately seven risk level Portfolios maintained by the Plan recordkeeper, for which GCAM acts as investment adviser. Each of the Portfolios addresses the common investment needs of a different group of Participants.

The investment Portfolios are approximately evenly spaced along the "efficient frontier" – the continuum of most efficient portfolios which modern portfolio theory suggests will maximize returns given certain levels of risk (i.e., volatility of returns). Thus, the Portfolios range from the lowest acceptable level of risk (for Participants close to retirement and relatively likely to achieve their retirement goals) to the highest acceptable level of risk (for relatively young Participants who will be working for a long period before retirement and are seeking to maximize retirement income). At times, due to the recordkeeping system's constraints, the portfolios may be limited to the number of investments allowed in an account. In those cases, some assets classes may be excluded.

GCAM provides advice regarding the mix of the Plan's investment options, in each case to achieve the maximum return given the acceptable level of risk. The Portfolios are invested in combinations of other, more narrowly focused investment vehicles to achieve the desired result. These investment vehicles are actively managed or index mutual funds advised by an unaffiliated organization ("Funds"). The mix of Funds in each Portfolio is periodically rebalanced to maintain its relative position on the "efficient frontier."

or interpretation of this Advisor Agreement.

- (g) **Relationship.** The parties are independent contractors, and nothing in this Advisor Agreement creates a joint venture, agency, or partnership.
- (h) **Confidential Agreement.** Each party agrees to keep the terms of this Advisor Agreement confidential; provided that each party has the right to disclose the terms of this Advisor Agreement as required by any governmental body, as required by law, to legal counsel of the parties, in confidence to other advisers of the parties, in connection with the enforcement of this Advisor Agreement, or in confidence in connection with an actual or proposed merger, acquisition, or similar transaction.
- (i) **Arbitration; Attorneys' Fees.** Any dispute relating to this Advisor Agreement which cannot be amicably resolved between the parties shall be resolved by binding arbitration in San Jose, California, conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then prevailing, and the decision of the arbitrators shall be final and binding on the parties. In the event of any dispute, controversy, or proceeding between the parties concerning this Advisor Agreement, the prevailing party shall be entitled to receive from the non-prevailing party its costs and expense, including reasonable attorneys' fees.

IN WITNESS WHEREOF, GCAM has executed this Advisor Agreement as of February 2006 and Plan Sponsor will be deemed to have executed this Advisor Agreement upon its execution of the Service Agreement.

ATTACHMENTS:

Exhibit A-Definitions

Exhibit B-Investment Services

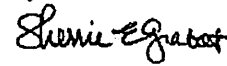
Exhibit C- Plan Investment Services Options Services

Guided Choice[®] Asset Management, Inc.

1570 The Alameda, Suite 212

San Jose, California 95126

By:



Name: Sherrie E. Grabot

Title: CEO, Guided Choice[®]

description, or reference to GCAM, or to the relationship contemplated by this Advisor Agreement, in any advertisement or promotional materials or activities, without GCAM's prior written consent.

9. **Limitation on Liability.** To the maximum extent permitted by law, GCAM will not be liable to Plan Sponsor, the Plan, or any Participant for Damages arising from (i) any act or omission of Plan Sponsor, any Participant, or any Plan fiduciary or service provider, or (ii) any act or omission of GCAM, except Damages caused by GCAM's willful misconduct or gross negligence. GCAM will not be liable for any consequential, special, incidental, indirect, or punitive damages. In addition, neither party shall be liable for Damages or consequential, special, incidental, or indirect damages due to delays or failure resulting from any cause beyond its reasonable control, such as, but not limited to, securing necessary licenses, compliance with applicable laws and regulations, self-regulatory, market, or exchange rulings, suspension of trading, high market volatility or trading volumes, inaccurate, incomplete, or untimely financial or market information provided by independent third parties, acts of God, acts of civil or military authority, judicial action, defaults of subcontractors or vendors, labor disputes, failure or delays in transportation, embargoes, wars or riots, the inability of the party or its vendors to secure adequate material, labor, or facilities or the failure of carriers to make scheduled deliveries.

10. Indemnification

- (a) **General.** Each party (the "indemnifying party") agrees to indemnify and hold harmless the other party and each of its shareholders, directors, officers, employees, and agents (the "indemnified party") from and against all Damages arising out of or resulting from any inaccuracy in or breach of any representation or warranty made by the indemnifying party in this Advisor Agreement or the indemnifying party's failure to perform or observe any covenant or agreement made by it under this Advisor Agreement as a result of such party's willful misconduct or gross negligence (an "indemnifiable claim"). Notwithstanding the foregoing, GCAM will not be liable to Plan Sponsor, the Plan, or any Participant for Damages arising from (i) any use of the Investment Services that does not conform to GCAM's documentation and specifications regarding the authorized and appropriate use of the Investment Services, or (ii) any use of the Investment Services in combination with other materials not authorized by GCAM for use in connection with the Investment Services, if the proper use of the Investment Services without such other materials would not have given rise to such Damages. In addition, the indemnifying party will not be obligated to provide any indemnity (i) which would constitute a breach of ERISA or other applicable law, or (ii) to the extent the indemnified party receives or is entitled to receive reimbursement or indemnification under an insurance policy or from any other source.
- (b) **Procedure.** If an indemnified party receives notice of the assertion or the commencement of any indemnifiable claim, or if the indemnified party determines the existence or commencement of any such claim, whether or not the same has been asserted, the indemnified party will notify the indemnifying party promptly in writing of the indemnifiable claim. The indemnifying party will conduct and control, through reasonably qualified counsel of its own choosing and at its expense, the settlement or defense of the indemnifiable claim, and the indemnified party will cooperate with the indemnifying party in connection therewith; provided that the indemnifying party will hold the indemnified party harmless from all of its out-of-pocket expenses, including attorneys' fees incurred in connection with its cooperation. The indemnifying party will not settle any indemnifiable claim without the indemnified party's consent, which consent may not be unreasonably withheld or delayed if the settlement involves only the payment of money, and which consent may be withheld for any reason if the settlement involves more than the payment of money, including any admission by the indemnified party. So long as the indemnifying party is contesting any such indemnifiable claim in good faith, the indemnified party will not pay or settle such claim without the indemnifying party's consent, which consent shall not be unreasonably withheld.
11. **Compensation and Expenses.** GCAM will charge annually the Plan Participant for providing the Investment Services 45 basis points on the assets managed by GCAM to a maximum of \$100,000 in assets managed by GCAM. GCAM will distribute 10 basis points to Paychex for marketing and administrative services. Each party will bear its own costs and expenses (including, without limitation, all legal fees and expenses) incurred in connection with this Advisor Agreement and the transactions contemplated hereby.
12. **Termination.** Either party may terminate this Advisor Agreement upon ninety (90) days written notice to the other party; provided that GCAM may terminate this Advisor Agreement immediately if Plan Sponsor breaches Section 7(b) or pursuant to Section 7(d). This Advisor Agreement shall terminate upon the termination of the Service Agreement. Plan Sponsor and all Participants will stop using the Investment Services immediately upon the effective date of termination. Sections 7 through 14 shall survive the termination of this Advisor Agreement.
13. **Authorization.** In consideration of the recordkeeping, administrative, and other services provided by Paychex to the Plan and for other good and valuable consideration, the receipt of which is acknowledged, the Plan Sponsor acknowledges and agrees that: (a) it has executed this Advisor Agreement to coincide with the Service Effective Date of the Service Agreement; (b) the Plan fiduciary has disclosed to Participants of the Plan the procedure of sweeping accounts of Plan Participants for payment of the Advisor Fee; and (c) Paychex, as recordkeeper for the Plan, is authorized and directed to sweep and make such deductions from each account of Plan Participants for the purpose of paying the Advisor Fee.

It is further understood and agreed that Paychex, as recordkeeper for the Plan, shall be entitled to continue to rely on this authorization (the "Authorization") until it receives a direction to the contrary by an authorized fiduciary of the Plan.

14. Miscellaneous.

- (a) **Governing Law.** Except for matters arising under federal law, this Advisor Agreement will be governed by and construed in accordance with the internal laws of the State of California without regard to its conflicts of law principles.
- (b) **Severability.** If any provision of this Advisor Agreement is invalid or unenforceable, there shall be added to this Advisor Agreement automatically a provision as similar in terms to such invalid or unenforceable provision as may be valid and enforceable, and, in any event, the remaining provisions of this Advisor Agreement will remain in force and effect.
- (c) **Entire Agreement; Amendments.** This Advisor Agreement, including the attached exhibits and other documents referred to herein, contains the entire understanding of the parties and supersedes any and all other agreements, whether oral or written, between the parties with respect to the subject matter hereof and there are no representations, covenants or undertakings other than those expressly set forth in this Advisor Agreement. This Advisor Agreement may not be modified or amended except by a written document executed by both parties to this Advisor Agreement, and any such written modifications shall be attached hereto.
- (d) **Successors; Assigns.** This Advisor Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. However, neither party may directly or indirectly transfer or assign any of its rights hereunder without the prior written consent of the other party, and any such transfer or assignment without said consent will be void.
- (e) **Notices.** All notices required or permitted by this Advisor Agreement will be in writing and deemed given (i) upon delivery, if delivered personally (including by overnight express or messenger), (ii) upon the earlier of actual delivery or three days after being mailed, if delivered by registered or certified mail (return receipt requested), or (iii) upon confirmation of transmission by facsimile, if given by facsimile, in each case to the parties at the addresses or facsimile numbers specified in this Advisor Agreement or any new address or number either party may furnish to the other.
- (f) **Construction.** The section headings used in this Advisor Agreement are included for reference purposes only and will not affect the meaning

Schedule D - 1
Guided Choice® Investment
Advisory Services Agreement Exhibits

This Guided Choice® Participant Investment Advisory Services Agreement (“Advisor Agreement”) is made between Guided Choice Asset Management, Inc. (“GCAM”) and the Employer and Plan Sponsor (collectively “Plan Sponsor”) of each plan (“Plan”) receiving services from Paychex, Inc. (“Paychex”) under the terms of the Paychex® Retirement Services with Paychex Guided Fund Select™/ Paychex Open Fund Select™ Agreement between the Plan Sponsor and Paychex (“Service Agreement”).

This Advisor Agreement governs the terms and conditions under which GCAM will provide online investment advisory services to Participants of the Plan. Certain terms used in this Advisor Agreement are defined in Exhibit A. Plan Sponsor shall include the term Client as that term is defined in the Service Agreement.

Signatures/Acceptance of Advisor Agreement. The Plan Sponsor represents and acknowledges that (a) it has read this Advisor Agreement, (b) it has the authority under the documents and instruments governing the Plan to enter this Advisor Agreement, (c) by the signature of its authorized representative on the Service Agreement, the Plan Sponsor accepts and agrees to be bound by the terms and conditions of this Advisor Agreement which is referred to in the Service Agreement as the Participant Investment Advisor Service Agreement. GCAM shall not be bound to this Advisor Agreement if any part hereof has been altered or modified without GCAM’s prior express written approval. Upon signature by the authorized representatives of the Plan Sponsor on the Service Agreement, this Advisor Agreement shall be duly executed, delivered, and binding on the Plan Sponsor and GCAM.

1. **Retention of GCAM.** Plan Sponsor hereby retains GCAM to provide the Investment Services described on Exhibit B. Plan Sponsor acknowledges receipt of Part II of GCAM’s form ADV filed by it pursuant to the Advisers Act. GCAM acknowledges that it will be a fiduciary of the Plan within the meaning of ERISA to the extent it provides Investment Services to Participants.
2. **Program Set Up.** The parties agree to implement the Investment Services as quickly as feasible. Plan Sponsor will execute the required adoption agreement and any other documents reasonably necessary to permit the Plan to participate in the Investment Services.
3. **Representations and Warranties.** Plan Sponsor and GCAM each represent and warrant to the other that (i) it has full authority to enter into this Advisor Agreement on the terms and conditions set forth herein; (ii) such action has been duly authorized by all necessary proceedings on its part; (iii) the person or persons signing this Advisor Agreement on its behalf have the authority necessary to bind it to this Advisor Agreement; and (iv) it has the financial resources, personnel, and organizational resources to perform its obligations under this Advisor Agreement.
4. **Other Representations and Warranties of GCAM.** GCAM represents and warrants to Plan Sponsor that (i) it is registered under the Advisers Act and that it will maintain the required federal or state investment adviser registration as necessary to permit it to fulfill its obligations under this Advisor Agreement, and (ii) it is authorized to enter into and to perform its obligations under this Advisor Agreement.
5. **Other Representations and Warranties of Plan Sponsor.** Plan Sponsor represents and warrants to GCAM that (i) it is a fiduciary of the Plan authorized to execute this Advisor Agreement on behalf of the Plan, and (ii) it has determined that the Investment Services are prudent and appropriate for the Participants.
6. **Bond.** Plan Sponsor will maintain at all times during the term of this Advisor Agreement and at its expense, any bond that may be required by ERISA or other applicable law to protect the Plan.
7. **Software, Etc.**
 - (a) **Proprietary Information.** GCAM and its affiliates and licensors own and will retain all intellectual property, proprietary, and other rights in and to the Investment Services, including, without limitation, all software, GCAM’s published documentation and specifications, and all other materials incorporated into or comprising part of the Investment Services. Any use of GCAM’s software shall be subject to the terms and conditions of the applicable license agreement therefore. No right is hereby granted to reproduce, modify, distribute, transmit, or republish any portion of the Investment Services or software, documentation, specifications, or other materials related thereto.
 - (b) **Confidentiality.** Plan Sponsor acknowledges and agrees that the methods GCAM uses for recommending asset allocations are GCAM’s valuable trade secrets, which GCAM has developed through extensive research and development efforts and at substantial expense, and that any information regarding GCAM’s methods, programs, databases, procedures, or other secrets are and will remain the exclusive property and confidential information of GCAM and its affiliates and licensors. Plan Sponsor will hold all such proprietary information and property in confidence and refrain from using, disclosing, or distributing any of such proprietary information or property, except with GCAM’s prior written consent or as required by law or judicial process. Plan Sponsor acknowledges that any breach of the provisions of this promise would result in immediate and irreparable harm to GCAM for which there would be no adequate remedy at law and agrees that, in the event of such a breach, GCAM will be entitled to equitable relief by way of temporary and permanent injunction, as well as such other relief as a court of competent jurisdiction deems appropriate.
 - (c) **Warranty and Disclaimer.** GCAM warrants that the Investment Services software will perform in accordance with GCAM’s published documentation and specifications which GCAM makes available to Plan Sponsor and Participants and which describes the authorized use of the Investment Services. **This warranty is in lieu of any and all other warranties, express or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose.**
 - (d) **Infringement Claims.** If use of the software components of the Investment Services is, or in GCAM’s opinion is likely to be, enjoined due to a claim of infringement, GCAM may elect either to replace the software components with functionally equivalent services acceptable to Plan Sponsor or to terminate this Advisor Agreement. **Subject to the requirements of the Advisers Act and ERISA, this section states the entire liability and obligations of GCAM and the exclusive remedy of Plan Sponsor, the Plan, and the Participants for infringement claims or losses resulting from GCAM’s provision of the Investment Services.**
8. **Use of Names.** Plan Sponsor hereby authorizes GCAM to use the names or other identifying marks of, and information about, Plan Sponsor and the Plan in connection with GCAM’s Investment Services; provided that Plan Sponsor may withdraw this authorization in writing as to any particular use of any such name or identifying marks; and provided further that GCAM will stop using Plan Sponsor’s name in any written or other materials produced or disseminated after this Advisor Agreement has been terminated. Plan Sponsor will not use or permit the use,

Schedule C - 4
Bank of America Merrill Lynch 3(21)

- A. **Bank of America Merrill Lynch 3(21) Agreement.** See Bank of America Merrill Lynch 3(21) Agreement provided separately by Bank of America Merrill Lynch.
- B. **ERISA Budget Account.**
1. For Clients using the Merrill Lynch 3(21) Service Feature, Client directs Paychex to create an ERISA Budget Account to hold any revenue share amounts received by Merrill Lynch which Merrill Lynch forwards to Paychex. The ERISA Budget Account is an unallocated account meaning that it will not be allocated to any specific Participant in the Plan. Client warrants and represents that it has evaluated whether an ERISA Budget Account is suitable for its Plan. Client is solely responsible for the compliance of the ERISA Budget Account with respect to the (i) Plan Investment in which it directs Paychex to hold the amounts in the ERISA Budget Account; (ii) the use of any amounts in the ERISA Budget Account and; (iii) the timeliness of their use. Client should consult with appropriate legal and/or financial counsel as to what balances in the ERISA Budget Account may be used for and the timeliness of their use. The assets in the ERISA Budget Account shall be considered Plan assets.
 2. Client further directs Paychex to:
 - 2.1 Invest any balances in the ERISA Budget Account into the fund identified as the Plan Default Investment unless Client provides Paychex other written direction;
 - 2.2 Apply any balances to any Investment Advisor fees due to Merrill Lynch as directed by Merrill Lynch;
 - 2.3 Apply balances to Client Fees due to Paychex;
 - 2.4 Apply balances to other recordkeeping expenses at the direction of Client;
 - 2.5 In the event of a Plan Transfer or Plan Termination apply any balances to any Plan Termination, Transfer or Residual Plan Activity Fees and transfer any remaining balances to the Plan Forfeiture account;
 - 2.6 Transfer all ERISA Budget Account balances as ERISA Budget Account balances to the subsequent recordkeeper;
 - 2.7 Distribute balances to Plan Participants as directed by Client.

Schedule C - 3
Mesirow Index Elite – See Mesirow
Financial Investment Management,
Inc. Investment Manager Agreement



In Process

Schedule C - 2
LPL Small Market Solution - See LPL
Financial Plan Sponsor Agreement

In Process

Customer Support Services

Plan Sponsor will receive e-mail and voice mail support at no additional charge as well as access to designated FAQ systems that GCAM develops from time to time. GCAM will provide live telephone support from 8:00 a.m. to 5:00 p.m. Monday through Friday (PST). GCAM, however, reserves the right to close its customer support lines on all major holidays and to change the hours of support based on customer needs and usage patterns.

Exhibit C - Plan Investment Services Option

Services

Under the Plan Investment Services option, GCAM will provide to Plan Sponsor an investment policy statement outlining the investment selection process and ongoing due diligence performed on the underlying investments selected for the plan. GCAM will select investment options available to the Plan and its Participants and may change the investment selection as needed. Although the investment options are not necessarily limited to GCAM's selection, GCAM investment option due diligence will be limited to those selected by GCAM. GCAM's investment committee reviews the investments for appropriateness quarterly and Paychex then notifies Plan Sponsor of any changes. Additionally, GCAM will provide the Plan's advisor, if any, with portfolio data for the advisor review and servicing of the Plan. In addition to the above services for the Plan Investment Services option, GCAM will also provide access to the Guided Savings tool, as an additional option to the Plan Participant

Fiduciary of Plan

GCAM shall serve as a fiduciary of the Plan with respect to the selection of investment options available from the Paychex provided list. GCAM shall not serve as a fiduciary with respect to any company stock, self-directed brokerage or any other investments added by the Plan.

Fees

GCAM is paid by Paychex directly and in advance of providing services. The fee is for the investment policy statement, ongoing due diligence, portfolio data provided to advisor for review and servicing of the Plan and fund selection.

Guided Choice[®] Participant Investment Advisory Services Agreement Exhibits

Exhibit A - Definitions

Advisers Act means the Investment Advisers Act of 1940, as amended from time to time.

Advisor Agreement means this Guided Choice[®] Investment Advisory Services Agreement and any amendments, exhibits, and schedules hereto.

Portfolios means the asset allocations of investment funds maintained under the Guided Choice[®] Asset Management Collective Trust, or any other funds established in the future in which Participants will invest pursuant to recommendations provided by GCAM.

Damages mean any losses, liabilities, obligations, costs, expenses (including reasonable attorneys' fees), damages, or judgments of any kind.

ERISA means the Employee Retirement Income Security Act of 1974, as amended from time to time.

GCAM means Guided Choice Asset Management, Inc.

Paychex means Paychex, Inc., the provider of third-party recordkeeping, reporting, and other administrative services specified in the Service Agreement to the Plan Sponsor.

Investment Services means the on-line, computer network-based services GCAM provides to Participants pursuant to this Advisor Agreement, which are more particularly described on Exhibit B hereto.

Plan Investment Services means the due diligence advisory services GCAM provides to the Plan pursuant to this Advisor Agreement, which are more particularly described on Exhibit C hereto.

Participant(s) mean Plan participant(s) who use the Investment Services during the term of this Advisor Agreement.

Plan means the employee benefit plan of the Plan Sponsor executing the Service Agreement with Paychex.

Exhibit B - Investment Services

Set Up Services

GCAM will analyze the Plan's features and systems parameters sent by Paychex. GCAM will customize the system for the Plan's features. GCAM will also provide quality assurance testing on an Internet environment. GCAM will coordinate with Paychex to provide for the data transmissions.

Services to Participants

Through an Internet based computer interface, GCAM will provide Participants with information regarding the likelihood and amount of their future retirement income, based on their current savings rates and investments, and other personal data. Some of this data, such as date of birth, salary, Plan specific information (such as Participant contribution rates and employer matching rates), and current Plan investments will be provided automatically through connectivity with Paychex. Other data, such as information about non Plan investments, time to retirement and retirement goals, will be provided by the Participant to GCAM.

Information regarding the likelihood that a Participant will achieve his or her retirement goals is based on a proprietary computer program designed by and licensed to GCAM by an affiliate. Based on a number of underlying assumptions (e.g., inflation and mortality rates), the program simulates hundreds of stock market scenarios over the period to the Participant's planned retirement date, and indicates a range of possible monthly retirement incomes in a format that allows the Participant to understand the probability of reaching each outcome.

If a Participant chooses to request advice about how to improve the likelihood of reaching his or her retirement goals, the program calculates an "optimal" solution, given the Participant's Plan and non Plan assets, time horizon, and cash inflow and outflow information. This solution includes recommended allocations of Plan assets among the Portfolios and, if necessary, changes in planned pre tax saving rates and retirement dates. The Participant can then change any part of the recommendation to create another customized solution, generating a new model of potential monthly retirement income.

Once the desired solution is obtained, the Participant can accept the advice regarding investment of his or her Plan Assets, and the advice is automatically implemented by GCAM through its interface with Paychex. The Participant's selected investment plan is automatically maintained by GCAM (re balanced and re allocated, as needed, to match the recommended Plan parameters) until such time as the Participant again seeks advice through the GCAM program.

Portfolios

Depending on the outcome of the analysis described above, a Participant's assets are invested in one of approximately seven risk level Portfolios maintained by the Plan recordkeeper, for which GCAM acts as investment adviser. Each of the Portfolios addresses the common investment needs of a different group of Participants.

The investment Portfolios are approximately evenly spaced along the "efficient frontier" – the continuum of most efficient portfolios which modern portfolio theory suggests will maximize returns given certain levels of risk (i.e., volatility of returns). Thus, the Portfolios range from the lowest acceptable level of risk (for Participants close to retirement and relatively likely to achieve their retirement goals) to the highest acceptable level of risk (for relatively young Participants who will be working for a long period before retirement and are seeking to maximize retirement income). At times, due to the recordkeeping system's constraints, the portfolios may be limited to the number of investments allowed in an account. In those cases, some assets classes may be excluded.

GCAM provides advice regarding the mix of the Plan's investment options, in each case to achieve the maximum return given the acceptable level of risk. The Portfolios are invested in combinations of other, more narrowly focused investment vehicles to achieve the desired result. These investment vehicles are actively managed or index mutual funds advised by an unaffiliated organization ("Funds"). The mix of Funds in each Portfolio is periodically rebalanced to maintain its relative position on the "efficient frontier."

to the other.

- (f) **Construction.** The section headings used in this Advisor Agreement are included for reference purposes only and will not affect the meaning or interpretation of this Advisor Agreement.
- (g) **Relationship.** The parties are independent contractors, and nothing in this Advisor Agreement creates a joint venture, agency, or partnership.
- (h) **Confidential Agreement.** Each party agrees to keep the terms of this Advisor Agreement confidential; provided that each party has the right to disclose the terms of this Advisor Agreement as required by any governmental body, as required by law, to legal counsel of the parties, in confidence to other advisers of the parties, in connection with the enforcement of this Advisor Agreement, or in confidence in connection with an actual or proposed merger, acquisition, or similar transaction.
- (i) **Arbitration; Attorneys' Fees.** Any dispute relating to this Advisor Agreement which cannot be amicably resolved between the parties shall be resolved by binding arbitration in San Jose, California, conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then prevailing, and the decision of the arbitrators shall be final and binding on the parties. In the event of any dispute, controversy, or proceeding between the parties concerning this Advisor Agreement, the prevailing party shall be entitled to receive from the non-prevailing party its costs and expense, including reasonable attorneys' fees.

IN WITNESS WHEREOF, GCAM has executed this Advisor Agreement as of February 2006 and Plan Sponsor will be deemed to have executed this Advisor Agreement upon its execution of the Service Agreement.

ATTACHMENTS:

Exhibit A-Definitions

Exhibit B-Investment Services

Exhibit C-Plan Investment Services Options Services

Guided Choice® Asset Management, Inc.
1570 The Alameda, Suite 212
San Jose, California 95126

By:



Name: Sherrie E. Grabot

Title: CEO, Guided Choice®

description, or reference to GCAM, or to the relationship contemplated by this Advisor Agreement, in any advertisement or promotional materials or activities, without GCAM's prior written consent.

9. **Limitation on Liability.** To the maximum extent permitted by law, GCAM will not be liable to Plan Sponsor, the Plan, or any Participant for Damages arising from (i) any act or omission of Plan Sponsor, any Participant, or any Plan fiduciary or service provider, or (ii) any act or omission of GCAM, except Damages caused by GCAM's willful misconduct or gross negligence. GCAM will not be liable for any consequential, special, incidental, indirect, or punitive damages. In addition, neither party shall be liable for Damages or consequential, special, incidental, or indirect damages due to delays or failure resulting from any cause beyond its reasonable control, such as, but not limited to, securing necessary licenses, compliance with applicable laws and regulations, self-regulatory, market, or exchange rulings, suspension of trading, high market volatility or trading volumes, inaccurate, incomplete, or untimely financial or market information provided by independent third parties, acts of God, acts of civil or military authority, judicial action, defaults of subcontractors or vendors, labor disputes, failure or delays in transportation, embargoes, wars or riots, the inability of the party or its vendors to secure adequate material, labor, or facilities or the failure of carriers to make scheduled deliveries.

10. Indemnification

- (a) **General.** Each party (the "indemnifying party") agrees to indemnify and hold harmless the other party and each of its shareholders, directors, officers, employees, and agents (the "indemnified party") from and against all Damages arising out of or resulting from any inaccuracy in or breach of any representation or warranty made by the indemnifying party in this Advisor Agreement or the indemnifying party's failure to perform or observe any covenant or agreement made by it under this Advisor Agreement as a result of such party's willful misconduct or gross negligence (an "indemnifiable claim"). Notwithstanding the foregoing, GCAM will not be liable to Plan Sponsor, the Plan, or any Participant for Damages arising from (i) any use of the Investment Services that does not conform to GCAM's documentation and specifications regarding the authorized and appropriate use of the Investment Services, or (ii) any use of the Investment Services in combination with other materials not authorized by GCAM for use in connection with the Investment Services, if the proper use of the Investment Services without such other materials would not have given rise to such Damages. In addition, the indemnifying party will not be obligated to provide any indemnity (i) which would constitute a breach of ERISA or other applicable law, or (ii) to the extent the indemnified party receives or is entitled to receive reimbursement or indemnification under an insurance policy or from any other source.
- (b) **Procedure.** If an indemnified party receives notice of the assertion or the commencement of any indemnifiable claim, or if the indemnified party determines the existence or commencement of any such claim, whether or not the same has been asserted, the indemnified party will notify the indemnifying party promptly in writing of the indemnifiable claim. The indemnifying party will conduct and control, through reasonably qualified counsel of its own choosing and at its expense, the settlement or defense of the indemnifiable claim, and the indemnified party will cooperate with the indemnifying party in connection therewith; provided that the indemnifying party will hold the indemnified party harmless from all of its out-of-pocket expenses, including attorneys' fees incurred in connection with its cooperation. The indemnifying party will not settle any indemnifiable claim without the indemnified party's consent, which consent may not be unreasonably withheld or delayed if the settlement involves only the payment of money, and which consent may be withheld for any reason if the settlement involves more than the payment of money, including any admission by the indemnified party. So long as the indemnifying party is contesting any such indemnifiable claim in good faith, the indemnified party will not pay or settle such claim without the indemnifying party's consent, which consent shall not be unreasonably withheld.
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It is further understood and agreed that Paychex, as recordkeeper for the Plan, shall be entitled to continue to rely on this authorization (the "Authorization") until it receives a direction to the contrary by an authorized fiduciary of the Plan.

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- (c) **Entire Agreement; Amendments.** This Advisor Agreement, including the attached exhibits and other documents referred to herein, contains the entire understanding of the parties and supersedes any and all other agreements, whether oral or written, between the parties with respect to the subject matter hereof and there are no representations, covenants or undertakings other than those expressly set forth in this Advisor Agreement. This Advisor Agreement may not be modified or amended except by a written document executed by both parties to this Advisor Agreement, and any such written modifications shall be attached hereto.
- (d) **Successors; Assigns.** This Advisor Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. However, neither party may directly or indirectly transfer or assign any of its rights hereunder without the prior written consent of the other party, and any such transfer or assignment without said consent will be void.
- (e) **Notices.** All notices required or permitted by this Advisor Agreement will be in writing and deemed given (i) upon delivery, if delivered personally (including by overnight express or messenger), (ii) upon the earlier of actual delivery or three days after being mailed, if delivered by registered or certified mail (return receipt requested), or (iii) upon confirmation of transmission by facsimile, if given by facsimile, in each case to the parties at the addresses or facsimile numbers specified in this Advisor Agreement or any new address or number either party may furnish

Schedule C - 1
Guide Choice[®] Investment Advisory
Services Agreement

This Guided Choice[®] Investment Advisory Services Agreement (“Advisor Agreement”) is made between Guided Choice Asset Management, Inc. (“GCAM”) and the Employer and Plan Sponsor (collectively “Plan Sponsor”) of each plan (“Plan”) receiving services from Paychex, Inc. (“Paychex”) under the terms of the Paychex[®] Retirement Services with Paychex Guided Fund Select[™]/Paychex Open Fund Select[™] Agreement between the Plan Sponsor and Paychex (“Service Agreement”).

This Advisor Agreement governs the terms and conditions under which GCAM will provide plan fiduciary services to the Plan Sponsor and online investment advisory services to Participants of the Plan. Certain terms used in this Advisor Agreement are defined in Exhibit A. Plan Sponsor shall include the term Client as that term is defined in the Service Agreement.

Signatures/Acceptance of Advisor Agreement. The Plan Sponsor represents and acknowledges that (a) it has read this Advisor Agreement, (b) it has the authority under the documents and instruments governing the Plan to enter this Advisor Agreement, (c) by the signature of its authorized representative on the Service Agreement, the Plan Sponsor accepts and agrees to be bound by the terms and conditions of this Advisor Agreement which is referred to in the Service Agreement as the Plan Fund Advisor Service Agreement. GCAM shall not be bound to this Advisor Agreement if any part hereof has been altered or modified without GCAM’s prior express written approval. Upon signature by the authorized representatives of the Plan Sponsor on the Service Agreement, this Advisor Agreement shall be duly executed, delivered, and binding on the Plan Sponsor and GCAM.

1. **Retention of GCAM.** Plan Sponsor hereby retains GCAM to provide the Investment Services described on Exhibit B and the Plan Investment Services Option described on Exhibit C. Plan Sponsor acknowledges receipt of Part II of GCAM’s form ADV filed by it pursuant to the Advisers Act. GCAM acknowledges that it will be a fiduciary of the Plan within the meaning of ERISA to the extent it provides Investment Services to Participants.
2. **Program Set Up.** The parties agree to implement the Investment Services as quickly as feasible. Plan Sponsor will execute the required adoption agreement and any other documents reasonably necessary to permit the Plan to participate in the Investment Services.
3. **Representations and Warranties.** Plan Sponsor and GCAM each represent and warrant to the other that (i) it has full authority to enter into this Advisor Agreement on the terms and conditions set forth herein; (ii) such action has been duly authorized by all necessary proceedings on its part; (iii) the person or persons signing this Advisor Agreement on its behalf have the authority necessary to bind it to this Advisor Agreement; and (iv) it has the financial resources, personnel, and organizational resources to perform its obligations under this Advisor Agreement.
4. **Other Representations and Warranties of GCAM.** GCAM represents and warrants to Plan Sponsor that (i) it is registered under the Advisers Act and that it will maintain the required federal or state investment adviser registration as necessary to permit it to fulfill its obligations under this Advisor Agreement, and (ii) it is authorized to enter into and to perform its obligations under this Advisor Agreement.
5. **Other Representations and Warranties of Plan Sponsor.** Plan Sponsor represents and warrants to GCAM that (i) it is a fiduciary of the Plan authorized to execute this Advisor Agreement on behalf of the Plan, and (ii) it has determined that the Investment Services are prudent and appropriate for the Participants.
6. **Bond.** Plan Sponsor will maintain at all times during the term of this Advisor Agreement and at its expense, any bond that may be required by ERISA or other applicable law to protect the Plan.
7. **Software, Etc.**
 - (a) **Proprietary Information.** GCAM and its affiliates and licensors own and will retain all intellectual property, proprietary, and other rights in and to the Investment Services, including, without limitation, all software, GCAM’s published documentation and specifications, and all other materials incorporated into or comprising part of the Investment Services. Any use of GCAM’s software shall be subject to the terms and conditions of the applicable license agreement therefore. No right is hereby granted to reproduce, modify, distribute, transmit, or republish any portion of the Investment Services or software, documentation, specifications, or other materials related thereto.
 - (b) **Confidentiality.** Plan Sponsor acknowledges and agrees that the methods GCAM uses for recommending asset allocations are GCAM’s valuable trade secrets, which GCAM has developed through extensive research and development efforts and at substantial expense, and that any information regarding GCAM’s methods, programs, databases, procedures, or other secrets are and will remain the exclusive property and confidential information of GCAM and its affiliates and licensors. Plan Sponsor will hold all such proprietary information and property in confidence and refrain from using, disclosing, or distributing any of such proprietary information or property, except with GCAM’s prior written consent or as required by law or judicial process. Plan Sponsor acknowledges that any breach of the provisions of this promise would result in immediate and irreparable harm to GCAM for which there would be no adequate remedy at law and agrees that, in the event of such a breach, GCAM will be entitled to equitable relief by way of temporary and permanent injunction, as well as such other relief as a court of competent jurisdiction deems appropriate.
 - (c) **Warranty and Disclaimer.** GCAM warrants that the Investment Services software will perform in accordance with GCAM’s published documentation and specifications which GCAM makes available to Plan Sponsor and Participants and which describes the authorized use of the Investment Services. **This warranty is in lieu of any and all other warranties, express or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose.**
 - (d) **Infringement Claims.** If use of the software components of the Investment Services is, or in GCAM’s opinion is likely to be, enjoined due to a claim of infringement, GCAM may elect either to replace the software components with functionally equivalent services acceptable to Plan Sponsor or to terminate this Advisor Agreement. **Subject to the requirements of the Advisers Act and ERISA, this section states the entire liability and obligations of GCAM and the exclusive remedy of Plan Sponsor, the Plan, and the Participants for infringement claims or losses resulting from GCAM’s provision of the Investment Services.**
8. **Use of Names.** Plan Sponsor hereby authorizes GCAM to use the names or other identifying marks of, and information about, Plan Sponsor and the Plan in connection with GCAM’s Investment Services; provided that Plan Sponsor may withdraw this authorization in writing as to any particular use of any such name or identifying marks; and provided further that GCAM will stop using Plan Sponsor’s name in any written or other materials produced or disseminated after this Advisor Agreement has been terminated. Plan Sponsor will not use or permit the use,

Schedule B Paychex Plan Conversion Services

Service Effective Date for Conversion Plan. In the event a current Plan maintained by Client is converting to Paychex' Services, the Service Effective Date may be no earlier than the date the current Plan is restated to the Plan Documents provided by Paychex. Client acknowledges that Paychex has no recordkeeping or third-party administrative responsibilities, express or implied, for the current Plan until the Service Effective Date.

Plan Features. Paychex does not warranty or guarantee that any of the current Plan's features are included in the Plan Documents provided by Paychex. Client shall be solely responsible for verifying that the current Plan's benefits, rights, and features are included in the Plan Documents provided by Paychex. If Client determines that certain benefits, rights, or features in its current Plan are not available in the Plan Documents provided by Paychex, Client is solely responsible for (i) explaining such differences to its Participants; (ii) ensuring that the restatement does not result in any violations of the anti-cutback provisions under the Code or ERISA; and (iii) correcting any Plan Document or operational failures that arose prior to or directly as the result of the current Plan's restatement.

Transition Period. Client further acknowledges that the conversion of the current Plan to Paychex' Services will result in a transition period to facilitate the movement of Plan records and Plan assets ("Conversion Assets") from the prior recordkeeper and/or Trustee to Paychex. Client will be responsible for ensuring the prior recordkeeper provides Paychex with all of the required account balance history and related information. During the transition period, Participants will not be able to obtain loans and Distributions from the Plan or initiate certain transfers in its accounts. The transition period begins on the Service Effective Date and ends when Paychex is able to allocate the Conversion Assets to each Participant's account. Paychex cannot guarantee that the transition period will end as of a specified date or the length of time required for completing the conversion process. The duration of the transition period is dependent upon the ability of Client and the prior recordkeeper to provide Paychex with the Plan information Paychex requires to complete the conversion process. All information must be approved by Client. Client shall provide all required information for completing the conversion process in a form and manner acceptable to Paychex.

Blackout Period. Client understands and acknowledges that the restrictions placed on Participants' accounts during the transition period may result in a "blackout period" as that term is defined under U.S. Department of Labor regulations. Client further acknowledges that it is solely responsible for notifying Participants of the blackout period and providing the required blackout notice. In the event the transition period restrictions are expected to continue beyond the dates communicated in the blackout notice, Client is responsible for providing an updated blackout notice to Participants.

Processing of Conversion Assets. Client will convert Conversion Assets to cash and deliver them to Paychex via check or wire. Client directs Paychex to process the Conversion Assets pursuant to Section 10.2 of the Agreement and to invest the Conversion Assets in the Plan's Default Investment pursuant to Section 10.2.3 until such time as the Client returns to Paychex a signed Conversion Asset Allocation Report. In the event that Client's Plan Default Investment will not accept Conversion Assets Paychex will retain the Conversion Assets in the Master Custody Account until Paychex receives signed investment instructions from Client. Following receipt of the signed investment instructions from Client ("Conversion Asset Allocation Report"), Paychex will invest the Conversion Assets as set forth on the Conversion Asset Allocation Report. The Conversion Asset Allocation Report will identify any Participant who has not elected specific Investment Options in the Plan Lineup. Client directs Paychex to deposit the Contributions of any such identified Participant in the Participant Default Investment Fund following receipt of the signed Conversion Asset Allocation Report from Client. Client directs that gains or losses to the Conversion Assets that accrue in the Plan's Default Investment shall be allocated pro-rata to each Participant's account. The allocation will be based on the ratio of each Participant's interest to the total of all Participants' interest in the investment(s) in the separate account.

Enrollment in Plan and Investment Elections. Client agrees and acknowledges that Participants are required to enroll in the Plan and make investment selections through either Paychex' online services or automated voice response system unless Paychex and Client agree in writing to an alternative method. In the event a Participant fails to enroll in the Plan through one of the previously described methods, the Participant will be automatically enrolled with its deferral percentage in effect with the current Plan and shall have its future Contributions, including its portion of the Conversion Assets, allocated to the Plan's Participant Default Investment, until such time that the Client or Participant provides alternative investment instructions.

appointment of a successor custodian, the Custodian shall assign, transfer, and pay over to such successor custodian the Assets of each Plan for which such successor custodian is appointed. If no successor custodian is appointed for a Plan before the effective date of the Custodian's resignation, Paychex shall provide the Custodian with instructions for returning the Assets to the Trustee of such Plan.

- 20. **Succession.** Any corporation or association into which the Custodian may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all the escrow business of the Custodian's corporate trust line of business may be transferred, shall be the Custodian under this Agreement without further act.
- 21. **Miscellaneous.** This Agreement shall be governed by the laws of the State of New York. The Parties intend that this Agreement shall be legally binding upon the Parties and their successors or assigns. This Agreement contains the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes any other oral or written agreement between the Parties with respect to such subject matter. This Agreement may be executed in any number of counterparts. If any provisions of this Agreement are held to be contrary to any provision of law, or held invalid for any reason, then provisions shall be enforced only to the extent permitted and otherwise shall be severed from the remaining provisions of this Agreement and shall not affect the validity or enforceability of the other provisions of this Agreement. Section headings are for reference purposes only and are not intended to modify the provisions of the Agreement. A Party's failure to insist at anytime upon the strict compliance with any terms this Agreement or of the Service Agreement shall not constitute a waiver by such party of its rights under this Agreement.
- 22. **Notices.** The Custodian may satisfy any obligation to give notice to an Employer or a Trustee under this Agreement by providing said notice directly to Paychex. Notwithstanding the foregoing, if the Custodian chooses to provide notice directly to an Employer or Trustee, it shall also provide Paychex a copy of such notice. If to the Custodian said notice shall be addressed to: American Stock Transfer & Trust Company, LLC, 6201 15th Avenue, Brooklyn, New York 11219, Attn: Reorg Department.
- 23. **Signatures/Acceptance of Agreement.** Each Trustee and Employer hereby represent and acknowledge that (a) they have read this Agreement, (b) they have the authority under the documents and instruments governing the Plan to enter this Agreement, (c) by the signatures of their authorized representatives on the Service Agreement, the Trustee and Employer hereby appoint the Custodian as custodian under the terms of this Agreement and each do hereby accept, adopt and agree to be bound by this Agreement, (d) the persons signing the Service Agreement on behalf of the Trustee and Employer are authorized to act on behalf of, and bind, the Employer and Trustee, respectively, to this Agreement. The signature of the Custodian's authorized representative is affixed below; provided that the Custodian shall not be bound to this Agreement if any part hereof has been altered or modified without the Custodian's prior, express, written approval. Upon signature by the authorized representatives of the Trustee and Employer on the Service Agreement, this Agreement shall be duly executed and delivered and binding on the Parties hereto.
- 24. **Effective Date.** This Agreement is effective as to each Plan on the same date as the Service Agreement for such Plan becomes effective.

IN WITNESS WHEREOF, the Custodian has executed this Agreement as of the 15th day of January, 2013.

AMERICAN STOCK TRANSFER & TRUST COMPANY,
 LLC, as Custodian

By: _____
 Title: _____

protected in relying on the information so provided.

10. **Agents.** The Custodian may execute any of its powers under this Agreement and perform the duties required of the Custodian by and through attorneys, sub-custodians, affiliates or subsidiaries, and agents, including without limitation Paychex. The Custodian shall not be responsible for the performance or supervision of or liable for the default or negligence of any such attorney, sub-custodian, affiliate or subsidiary or agent selected by Custodian with reasonable care.
11. **Records.** The Custodian shall maintain records relating to the transactions of the Custodial Account, but the Custodian shall have no responsibility or authority to provide segregated reporting with respect to the Assets of each Plan. Paychex shall keep proper records of all transactions relating to each Plan's Assets, including records as to all Assets received and paid out on behalf of each Plan and records of all disbursements by tax identification number of the payee. Paychex shall furnish each Trustee with periodic itemized statements, with respect to the Trustee's Plan, of all receipts and disbursements during the period and Assets held at the end of such period. The Custodian shall not be liable with respect to the accuracy of such statements. The Custodian's accounts, and books and records with respect to the Custodial Account shall be open to inspection by Paychex, and by the Trustee and Employer of the Plan. Each Trustee shall be responsible (by itself or through Paychex) for reconciling the account, and books and records relating to the Trustee's Plan.
12. **Non- Interest Bearing Account.** Amounts held by the Custodian hereunder shall be held in non-interest bearing accounts or deposits of the Bank and any benefit of balances held in such accounts or deposits shall be the sole property of the Custodian. The Employer and Plan hereby authorize the Custodian to remit the benefit of any balances held in such account, if any, to Paychex as described in the then current fee disclosures provided to the Employer and the Plan by the Custodian and Paychex.
13. **Custodian's Compensation.** The Custodian earns fees from Paychex as compensation for services provided under this Agreement. The Custodian is authorized to disclose those fees in the fee disclosure provided to the Employer and the Plans by Paychex as described in the Service Agreement.
14. **Limitation of Liability and Indemnification.** Except as required by ERISA, the Custodian shall not be liable (a) for any loss, damage, or liability incurred by a Plan, Trustee or Employer unless it results directly from the Custodian's gross negligence or willful misconduct in the performance of its obligations as described by this Agreement, or (b) to any Employer, Trustee or Plan for any special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits) even if the Custodian has been advised of the likelihood of such loss or damage and regardless of the form of the action. As used herein, the term "Plan" includes a Plan's participants and beneficiaries. Each Employer, and to the extent permitted by ERISA, each Plan, shall indemnify, defend and hold the Custodian and its officers, directors, employees, agents and representatives harmless from and against any suit, judgment, claim, demand, loss, liability, expense or interest (including legal fees and expenses) ("Losses and Expenses") arising out of or in connection with the services provided to the Employer's Plan under this Agreement, excluding, however, those Losses and Expenses which are finally determined by a court of appropriate jurisdiction to have resulted directly from the Custodian's gross negligence or willful misconduct in the performance of its obligations as described by this Agreement. This indemnification shall survive resignation of the Custodian or the termination of this Agreement.
15. **Security Procedures.** In the event funds transfer instructions are given (other than in writing at the time of execution of this Agreement or by electronic means), whether in writing, by telecopier or otherwise, the Custodian is authorized to seek confirmation of such instructions by telephone call-back to the person or persons designated by Paychex as agreed from time to time with the Custodian, and the Custodian may rely upon the confirmation of anyone purporting to be the person or persons so designated. The Custodian and the beneficiary's Custodian in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Paychex, the Trustee or the Employer to identify (i) the beneficiary, (ii) the beneficiary's Custodian, or (iii) an intermediary Custodian. The Custodian may apply any of the Assets for any payment order it executes using any such identifying number, even where its use may result in a person other than the beneficiary being paid, or the transfer of funds to a Custodian other than the beneficiary's Custodian or an intermediary Custodian designated. The parties to this Agreement acknowledge that these security procedures are commercially reasonable.
16. **Settlement of Custodial Account.** The Custodian and each Trustee shall have the right to apply at any time to a court of competent jurisdiction for judicial settlement of the Custodial Account and each Plan's interest therein. Any judgment or decree which may be entered therein shall, except as otherwise permitted by ERISA or other applicable law, be conclusive upon all persons having or claiming to have any interest in the Custodial Account.
17. **Termination.** The Custodian shall be notified by Paychex upon termination of the Service Agreement with respect to the Plan, and upon such termination, this Agreement also shall be terminated with respect to such Plan upon the disbursement of any Assets in the Custodial Account. To the extent that the Employer or Plan fail to liquidate any funds which are invested, the Employer and the Plan agree that the terms of this Agreement shall continue to apply to any invested funds which are liquidated and disbursed through the Master Custodial Account. After settlement of all accounts, books and records relating to any amounts received or paid out on behalf of the terminating Plan, Paychex shall direct the Custodian to return any amounts held on behalf of such Plan to the Plan's Trustee.
18. **Amendment.** The Custodian may amend this Agreement at any time in writing, provided that any amendment must be consistent with the Services Agreement. The Custodian shall provide each Trustee and Employer timely advance notice of any such amendment, which notice shall provide the Trustee and Employer a reasonable opportunity to terminate this Agreement with respect to the Plan. For this purpose, the Custodian may satisfy the notice requirement by giving notice to Paychex.
19. **Resignation.** The Custodian shall (a) resign with respect to any Plan if Paychex ceases to provide services to the Plan, (b) resign with respect to all Plans upon 90 days notice from Paychex that Paychex is unwilling to continue to cooperate with the Custodian in providing services to the Plans; and (c) be deemed to have resigned without the necessity of notice with respect to any Plan which no longer has any assets for which Paychex is providing services. In addition, Custodian may resign if Plan, Trustee or Employer is in breach of this Agreement or if Custodian, in its sole discretion, determines that any federal, state, or local legislation, regulatory action, or judicial decision adversely affects its ability to provide services to the Plan, Trustee or Employer, upon thirty (30) days written notice, which the Custodian may satisfy by providing notice to Paychex. Custodian may resign at any time upon one hundred eighty (180) days notice which the Custodian may satisfy by providing notice to Paychex. Upon any such resignation, Paychex may propose a suitable successor custodian by providing written notice to each Employer and Trustee identifying a proposed successor custodian. Any Trustee's failure to object in writing to Paychex with respect to such notice of the appointment of the successor custodian within the time frame set forth in the notice shall constitute the Trustee's approval and appointment of the successor custodian in accordance with the terms and conditions identified in the notice, and the Custodian is entitled to rely conclusively on Paychex' representations as to whether any Trustee has approved the appointment. Upon the

Schedule A Master Custody Agreement

THIS MASTER CUSTODY AGREEMENT (“Agreement”) is made by and between American Stock Transfer & Trust Company, LLC (“Custodian”), a limited liability trust company organized under the laws of the State of New York with its principal office and place of business at 6201 15th Avenue, Brooklyn, New York 11219, and the trustee (“Trustee”) and employer, as named fiduciary, or other named fiduciary (“Employer”) of each plan (“Plan”) receiving services from Paychex, Inc. (“Paychex”) under the terms of a Services Agreement for Qualified Plans between the Employer and Paychex (“Services Agreement”).

WHEREAS, each of the Employers and Trustees desire that the Custodian should serve as custodian to receive, hold, transfer and disburse cash of the Plans in connection with the Plans’ investments and other transactions according to procedures set forth in the Service and the Custodian is willing to serve as custodian under the terms and conditions set forth herein;

NOW, THEREFORE, THE CUSTODIAN, THE TRUSTEE, AND THE EMPLOYER (the “Parties”) do hereby covenant and agree as follows:

1. **Appointment.** Each Trustee, acting upon the direction of the Employer, hereby appoints the Custodian to serve as custodian to hold cash of such Trustee’s Plan (“Assets”) delivered to and received by the Custodian in accordance with this Agreement. The Custodian hereby accepts the appointment under the terms and conditions of this Agreement. The duties and responsibilities of the Custodian described herein are as custodian with no discretionary responsibility, authority or control respecting the investment of the Assets or the administration of any Plan, unless such responsibilities are specifically assumed by the Custodian in a written agreement. The Custodian will not provide investment advice to any Plan.
2. **Agents of Trustee and Employer.** Each Employer and Trustee hereby appoints Paychex as agent to (i) collect and remit the Assets as set forth in the Service Agreement and (ii) provide instructions to the Custodian with respect to the receipt, holding and disbursement of the Assets of their respective Plans and to provide periodic statements of same to the respective Plans. Paychex shall have only the responsibility, obligations and authority described in the Service Agreement.
3. **Custodial Account(s).** The Custodian shall establish and maintain a custody account at the bank identified in the then current Service Agreement (“Bank”) such account to be entitled “fbo Paychex Retirement Plan Clients” and may establish and maintain one or more accounts at the Bank for purposes of facilitating transactions relating to the Assets as directed by Paychex (the “Custodial Account”), such as a sub-account to hold contributions and a sub-account for amounts held pending distribution. The Custodian shall be responsible for Assets received by the Custodial Account only as provided under this Agreement and the Custodian shall have no responsibility for any Assets of a Plan until such time as such Assets are in fact received by the Custodian.
4. **Contributions and Payments.** The Custodian shall receive, hold, and disburse the Assets held in the Custodial Account as directed by Paychex in order to facilitate investments and other transactions of Plans. The Custodian shall have no responsibility for executing or settling investment transactions on behalf of the Plans and the Custodian shall have no responsibility to hold such securities on the Plan’s behalf. In addition, the Custodian shall have no responsibility or authority (a) to determine amounts to be contributed or transferred to it from time to time on behalf of any Plan, (b) to bring any action or proceeding to enforce the collection of any such amounts, (c) to determine the adequacy of amounts held on behalf of a Plan to meet or discharge any liabilities or obligations of the Plan, or (d) to inquire as to the appropriateness of any payment to or distribution of the Assets.
5. **Manner of Custody and Standard of Care.** With respect to each Plan, all right, title and interest in and to the Assets shall be vested in the Plan’s Trustee. The Custodian is authorized to hold the Assets in a custody account as set forth above. Each Employer and each Trustee acknowledge that the Custodian has no fiduciary responsibilities under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). Each Employer and each Trustee further acknowledge and agree that the Employer and Trustee shall be solely responsible for ensuring that the Assets are maintained in accordance with the requirements established under ERISA, and that they are not used or diverted for purposes other than the exclusive benefit of the participants and beneficiaries of the Plans. No amendment or termination of this Agreement shall permit any Assets to be used except for the exclusive benefit of the participants and beneficiaries of the Plans. The Custodian shall only have the responsibilities, liability, and authority specifically described in this Agreement and the Custodian is entitled to conclusively rely on Paychex to determine whether the Assets held hereunder are held and maintained in accordance with ERISA.
6. **Instructions.** The Custodian shall act only upon a direction, instruction, prior approval or revocation (“Instruction”) received by the Custodian from Paychex in writing or in another form (including by electronic transmission) acceptable to the Custodian. Paychex may direct the Custodian to accept Instructions under this Agreement from persons who are authorized in writing by Paychex, in a form acceptable to the Custodian, to act on its behalf and the Custodian may conclusively rely on the most recent designation of such authorized persons furnished to it until it receives written notification to the contrary. The Trustee and Employer shall deliver all Instructions to Paychex for delivery to the Custodian. Neither the Trustees nor the Employers shall provide Instructions to the Custodian and the Custodian shall have no obligation to act upon any such Instructions in the event that the Custodian receives same, except that the Custodian shall notify Paychex if it receives an Instruction purporting to be from a Trustee or Employer.
7. **Reliance.** The Custodian shall be entitled to rely on any (a) Instruction of Paychex, (b) certification by Paychex or any of its agents or delegates, and in continuing to rely upon such certification until a subsequent certification is filed with the Custodian, and (c) certification from Paychex as to the identity of the specific persons who are authorized to sign written instructions or issue oral instructions under this Agreement. Further, the Custodian shall be entitled to act on any instrument, certificate, paper or electronic data transmission believed by the Custodian to be genuine and either signed or presented by the proper person or persons or if received by electronic data transmission, received and authenticated in accordance with procedures established by mutual agreement of the Custodian and Paychex, and the Custodian shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing or electronic data transmission, but may accept the same as conclusive evidence of the truth and accuracy of the statement therein contained. The Custodian may, in its sole discretion, conclusively rely and act upon any form of Instruction which it believes to be genuine even if the Custodian fails to confirm receipt of such Instruction and even if Paychex fails to provide subsequent written confirmation.
8. **Return of Funds.** If Paychex does not receive information or instructions from the Trustee and/or Employer with respect to any Assets of a Plan held by the Custodian, Paychex shall direct the Custodian to return such amounts as to which such information or instructions were not received to the Plan’s Trustee. The Custodian shall have no duty or obligation to inquire as to the appropriateness of the return of such contribution or transfer, or to determine that such reasonable period of time has elapsed.
9. **Additional Information.** Each Employer and Trustee hereby authorize and designate Paychex to provide the Custodian with such information as the Custodian may reasonably request or require in the performance of its duties hereunder, including, without limitation, the name, address, and taxpayer identification numbers of the Plan, Trustee and Employer. The Custodian shall be fully

to collect Contributions from Client.

Client acknowledges and understands that Paychex will not commence any of the Services requested until Paychex receives all documents necessary to begin the Services and notifies Client of the Service Effective Date. Client understands that this Agreement may be considered an application for credit and hereby authorizes Paychex to investigate and verify the identity, bank account and credit of the Client and/or its principals, including vendor references, bank account status, and history (collectively "Client's Credit"). Paychex' performance of the Services under this Agreement is subject to approval of Client's Credit. Client acknowledges that Paychex may engage a third party to investigate Client's Credit and authorizes Paychex to share with the third party any Client data, including Client Confidential Information, as may be needed to investigate Client's Credit. Client further agrees that Paychex is not liable for the actions or inactions of such third party, including but not limited to any unauthorized use or disclosure of Client data.

Client warrants that it possesses full power and authority to enter into this Agreement (Rev. 09/17) on its own and on the Plan's behalf and has read and agrees to the terms and conditions listed above and on the preceding pages. The person signing below as the Client's representative warrants, as an individual, that he or she is the Client's representative authorized to sign this Agreement and that his or her signature is genuine.

Authorized Officer's Name

Sergey Soroka


Title

CEO

Authorized Officer's Signature 1

Date

8/13/2018

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Client consents to the electronic availability of the Prospectus and other legally required documents on the Employer and Participant Web sites and certifies that the Client, and each of the Client's Participants, shall have access to, and a means to view, the Prospectus and other legally required documents.

Authorized Officer's Name

Sergey Soroka

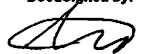
Title

CEO

Authorized Officer's Signature 5

Date

8/13/2018

DocuSigned by:

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