



403(b) NON-ERISA AND 457(b) GOVERNMENTAL PROGRAM SERVICES AGREEMENT

THIS HOLD HARMLESS AND TPA SERVICES AGREEMENT ("Agreement") is entered into between Harlem Consolidated School District 122 the employer and Plan Sponsor (the "Client"), and PlanConnect, an affiliate of Equitable Holding, Inc. ("PlanConnect").

WHEREAS, the Client has adopted the Harlem Consolidated School District 122 403(b) Plan and the Harlem Consolidated School District 122 457(b) Governmental Plan ("Plans") for its eligible employees, and wishes to appoint PlanConnect to perform certain plan administration, plan compliance and related services for the Plans; and

WHEREAS, PlanConnect has agreed to provide such services in accordance with the provisions in this Agreement.

NOW, THEREFORE, the Client and PlanConnect agree as follows:

Section 1.0: Responsibilities of PlanConnect

PlanConnect will provide the following administrative, compliance and related services for the Plan:

1.1 Plan Documents. Upon request by Client, PlanConnect will provide a 457(b) and/or 403(b) Plan Document. As part of its plan document services, PlanConnect will provide updates, amendments and restatements of the Plan Documents and accompanying forms to Client.

1.2 Approved Investment Providers and Investment Products. Client will provide PlanConnect with a list of approved investment providers under the Plan ("Investment Providers") who will offer investment products that comply with § 403(b) and § 457(b) of the Code and the regulations thereunder, including separate annuity contracts that satisfy the requirements of § 403(b)(1) and § 457(b) of the Code and/or separate custodial accounts for mutual fund shares or pooled funds that satisfy the requirements of § 403(b)(7) of the Code ("Investment Products"). Each Investment Provider must enter into a written agreement with PlanConnect in a form acceptable to PlanConnect to cooperate with PlanConnect in the administration of the Plans and provision of services under this Agreement, including providing 403 (b) and 457(b) qualified products, sharing information, and following Plan procedures established hereunder for loans and distributions, if applicable under the Plans, and distributions.

1.3 Investment Allocations. Plan Participants will direct actual plan investment allocations between available investment products offered by the Investment Providers under rules provided by the Plans. The allocation of participant contributions shall be in accordance with the salary reduction or other agreement of the Participant with the Client, which shall be provided to PlanConnect and shall be promptly, updated as such agreement changes.

1.4 Connect²Remit[®] Services. PlanConnect will provide **Connect²Remit** (Common Remitting Services). Client will forward the aggregate contributions and loan repayments (if applicable) for each payroll period to the specified bank account (the "Account") per instructions provided by PlanConnect. PlanConnect may change the Account upon reasonable advance written notice to Client. Client will forward to PlanConnect data relating to participant allocations at least three (3) days before the forwarding of contributions and any loan repayments to the Account. PlanConnect will calculate Plan participants' allocation of contributions and loan repayments for each payroll period among the 403(b) and 457(b) Plans' authorized investment providers and authorized investment products in the amounts and proportions directed by Plan Participants (and the Client for any default investments, where appropriate). The Client authorizes PlanConnect, upon receipt of allocation instructions and the funds into the Account, to disburse contributions and loan repayments from the Account to the Investment Providers by ACH or wire in accordance with such allocation instructions. PlanConnect will complete fund transfers and furnish allocation instructions to investment providers within three (3) days of an accurate fund deposit and reconciled data relating to participant allocations. Earnings on the Contribution Account will be applied to bank charges incurred to maintain the Account as provided hereunder.

PlanConnect

PlanConnect will provide to Client Internet access to summary data on its remittance activities and will assist the Client in reconciliation of remittances on such periodic basis as PlanConnect and the Client shall agree, with at least annual electronic reports. If allocation and remittances are made in error, PlanConnect may reverse those erroneous transactions, provided that the reversal complies with applicable laws, rules and regulations. The Client will be responsible for any market loss associated with any adjustment due to Client error and PlanConnect will be responsible for any market loss associated with any adjustment due to PlanConnect's error.

Client will be responsible for any market loss associated with any adjustment due to non-sufficient funds, including but not limited to stop payments and account closures, which are remitted. If PlanConnect has remitted the funds to the Investment Providers, the Client must repay PlanConnect for the non-sufficient funds through a wire transfer within twenty-four hours of being notified.

In addition to remittances for the 403(b) and 457(b) Plans, with the prior consent of PlanConnect, the Client may make remittances for other Client benefit programs, including other retirement programs, through the same process as set forth in the preceding paragraphs. Remittances will only be made upon timely provision of data and contributions deposited under procedures applicable to the 403(b) and 457(b) Plan remittances above.

1.5 Contribution limits testing. PlanConnect will monitor participant contributions to the Plans, *subject to the terms of the Plans, to ensure that they satisfy the following individual contribution limits:*

457(b) Contribution Limits

- (a) The annual limit on deferred compensation contributions under Code § 402(g).
- (b) The age 50 and greater additional catch-up annual deferral limits under Code § 414(v).
- (c) The final 3-year catch-up annual deferral limits under the special section 457(b) provisions.

403(b) Contribution Limits

- (a) The annual limit on salary deferral contributions under Code § 402(g).
- (b) The 15 years of service additional catch-up salary deferral contribution limit under Code § 402(g)(7).
- (c) The age 50 and greater additional catch-up salary deferral contribution limit Under Code § 414(v).
- (d) The total annual additional contributions made to the Plan (including salary deferral contributions plus employer contributions, if any) for a participant under Code § 415 (c).

Contribution limit testing will be conducted using data provided by the Client, the Participant and other interested parties. All limits will be conducted on a calendar plan year basis. If excess contributions are detected the Client and the Participant will be notified. The Participant may, by March 1 of the following year, notify PlanConnect of the investment product from which the excess contribution and any applicable income will be distributed. If no direction is received from the Participant, the Client may so direct corrective distributions. PlanConnect will provide corrective distribution information to the applicable Investment Provider. PlanConnect shall not be responsible for compliance with corrective distribution instructions given to any provider. Although certain plans must be combined for testing purposes, PlanConnect shall only test plans for which it maintains or receives participant contributions and compensation data from the Client.

PlanConnect

1.6 Exchanges. If the 403(b) Plan permits, exchanges of plan assets between investment providers, such exchanges may be completed directly between the providers. To enforce this limitation for exchanges between products offered by investment providers, all such plan exchanges must be initiated by the Participant requesting the exchange and approved by PlanConnect. PlanConnect will only approve exchanges between products offered by investment providers designated by the plan.

1.7 Transfers In/Out. If the 403(b) and 457(b) Plans permits, transfers of assets to or from another 403(b) or 457(b) plan, respectively, or another type of qualified plan, such transfers must be initiated by the Participant using forms provided or procedures established by PlanConnect and remitted to PlanConnect by the employee or the Client. PlanConnect will review and approve transfers out of or into the Plans to or from other qualified plans that comply with applicable regulations.

1.8 Participant loans. If loans are permitted under the 403(b) and 457(b) Plans, PlanConnect will approve all Participant loans, assuring compliance with the limits on loans of Section 72(p) of the Code based on information on outstanding loans provided by the Participant and the Investment Providers. Loans will be payable by either direct payment to the Investment Provider or by an automated payment mechanism, such as EFT payments or payroll deductions. The Investment Providers from whom the loan is requested shall be responsible for the generation of checks for new loans, the recordkeeping of interest and principal payments, and the generation and submission of all information returns and other reports required by the Code and regulations relating to such loans.

1.9 Hardship distributions. If allowed under the 403(b) Plan, PlanConnect will review all participant hardship withdrawal requests in order to assure that the hardship provisions of the Plan are followed. PlanConnect will approve the need for hardship distributions based on the certified representations of the participant. The Investment Provider from whom the hardship distribution is requested will be responsible for all tax compliance on the distribution, including the provision of required tax forms and notices, withholding and submission of mandatory federal taxes and the generation and submission of all information returns and other reports required by the Code and regulations, relating to such distributions.

1.10 Unforeseen Emergency Distributions. If unforeseen emergency distributions are allowed under the 457(b) Plan, PlanConnect will review all participant unforeseen emergency distribution requests in order to assure that the unforeseen emergency provisions of the Plan are followed. PlanConnect will approve the need for unforeseen emergency distributions on the certified representations of the participant. The Investment Provider from whom the unforeseen emergency distribution is requested will be responsible for all tax compliance on the distribution, including the provision of required tax forms and notices, withholding and submission of mandatory federal taxes and the generation and submission of all information returns and other reports required by the Code and regulations, relating to such distributions.

1.11 Other Distributions. PlanConnect will generally approve all other benefit payments and withdrawals from the Plans, based on date of birth and employment severance information provided by the Client. PlanConnect will also notify Participants when required minimum distributions are due and will calculate the amount of distributions due at the request of the Participant, using information provided by the Participant or Investment Providers on December 31 account values. Although Investment Providers will generally agree to make a benefit distribution only with the approval of PlanConnect, they will be authorized to make required minimum distributions without prior approval when necessary. The Investment Provider will be responsible for all tax compliance on the distributions, including the provision of required tax forms and notices, withholding and submission of mandatory federal taxes and the generation and submission of all information returns and other reports required by the Code and regulations, relating to such benefit payments and withdrawals.

1.12 Employee Communications Materials. PlanConnect will provide sample Participant documentation for Client to provide to Plan Participants, which will include basic information about Plan features and participation

PlanConnect

procedures. PlanConnect will also provide Plan communication materials suitable for Plan enrollments and periodic Participant communications. The Client and its counsel, if desired, should review these materials to ensure that they are in compliance with the particular administrative practices of the Client. Although the Client may modify the communication materials, PlanConnect will not be responsible for any Client changes.

1.13 Technical Assistance and Consulting Services. Technical and consulting services are available for the Client upon request for the Plans and other retirement programs maintained by the Client at the fees provided in the Fee Schedule A attached for extraordinary services. PlanConnect has employee benefits representatives available to assist staff members with day-to-day plan administrative and compliance issues and DRO (Domestic Relations Order) review. Staff members are available as consultants to assist the Client with plan amendments, determining the effect of any new legislation on the Plans, DROs and other Plan related issues. The Client may be charged hourly fees for any extraordinary services performed by consultants in accordance with the Fee Schedule A. PlanConnect is not able to provide legal services to the Client. Client should obtain its own legal counsel.

1.14 Other Assistance. PlanConnect may agree in writing to provide additional non-discretionary services as may be reasonably requested by the Client to assist it in the administration of the Plans at the hourly fees for these extraordinary services provided in the Fee Schedule A.

1.15 Basic Service Enhancements. PlanConnect will provide to the Client any future service enhancements that PlanConnect makes available in its basic package of 403(b) and 457(b) administrative and compliance services it offers to new and existing Clients comparable to the Client. Although any modification in the basic duties of PlanConnect as set forth in the Agreement must be reflected in an amendment to that Agreement or 60 days advance written notice from PlanConnect, the manner of providing these services described in this Agreement may change through supplemental written processing procedures provided by PlanConnect, by announcement of enhancements by PlanConnect and acceptance of the enhancements by Client (or failure to object by termination of this Agreement), or by any other clearly established course of dealing between PlanConnect and the Client.

1.16 Web Site. PlanConnect will maintain a Plan web site that will make participant account information available via information provided to PlanConnect by the Client and Investment Providers.

Section 2.0: Responsibilities of Client

The duties described below will remain the responsibility of the Client:

2.1 Eligibility for Plan. The Client represents to PlanConnect that it has determined that it is eligible to adopt and sponsor a plan described in § 403(b) and § 457(b) of the Code for its employees. The Client assumes all responsibility and liability for making such determinations.

2.2 Plan Documents. If a Plan Document is requested by the Client, the Client will review, with its counsel or other advisors as it may wish to obtain, Plan Documents provided by PlanConnect, and will complete and execute the Adoption Agreement and such other supplemental documents, amendments, restatements, and supplemental schedules as may be reasonably requested by PlanConnect to establish and maintain the Plans. The Client will provide copies of signed documents to PlanConnect upon request. The Client acknowledges that it is solely responsible for any changes it makes to plan documents without the approval of PlanConnect. Client acknowledges that documents are provided under a license limited to the term of this Agreement. Upon the termination of this Agreement, Client will promptly cease using all Plan related documents provided under this Agreement and PlanConnect shall have no responsibility to maintain, amend, or update the Plans. Notwithstanding the foregoing, if Equitable is an approved provider for ongoing contributions and new participant enrollments, Client may continue to use the Plan Documents upon Equitable's approval.

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2.3 Plan Availability. The Client will make the Plan available to all employees eligible under the rules set out in § 403 (b) of the Code and relevant regulations. The Client will at least annually provide each eligible employee with a written meaningful notice and notice of the opportunity to participate in the elective deferral portion of the 403(b) program in accordance with § 403(b) of the Code and regulations thereunder. The Client may request that PlanConnect assist with these notices.

2.4 Plan Investment Providers. Pursuant to section 1.2 of this Agreement, Client will require each approved Investment Provider to execute an agreement acceptable to PlanConnect to (a) cooperate with PlanConnect in the administration of these Plans, including cooperation in distributing excess deferrals and contributions, in extending plan loans and distributions, and in returning contributions remitted in error, (b) share information with PlanConnect necessary to administer these Plans, and (c) provide hold harmless agreements acceptable to Client and PlanConnect promising to indemnify them for the consequences of providing disqualified investment products or disqualifying administrative services, for its errors in operating its investment funds under the terms of these Plans, and for providing inaccurate or untimely information to PlanConnect.

2.5. Employee, Participant and Plan Data. The Client will provide data on Participant elective deferral and deferred compensation contributions, and the division of each type of elective deferrals between Pre-tax (Traditional) Deferrals and Roth Deferrals (if Roth Deferrals are allowed), participant investment directions on salary reduction and deferred compensation agreements (or other applicable investment direction), Client contributions if any, addresses and accounts for remittances to other Investment Providers, participant compensation, any other contributions, loan payments (if applicable) and the dates of participant severance from employment. Also, the Client will provide participant dates of birth, addresses, Social Security Numbers, date of hire, vesting information (if applicable) and will provide and verify information upon the request of PlanConnect on eligibility to participate in these Plans and such other information as PlanConnect may reasonably request for the administration of these Plans.

Although some of this data may be provided by a prior administrative services provider or payroll vendor who may ultimately be responsible, the Client is responsible for the accuracy, timeliness and completeness of all of this data. Data will be provided in electronic format acceptable to PlanConnect, unless otherwise agreed to by PlanConnect. Should the Client fail to deliver (or cause to be delivered) accurate information on a timely basis to PlanConnect, PlanConnect will not be responsible for meeting regulatory deadlines or other compliance requirements and the Client will be responsible for any resulting fines, penalties or corrective actions.

2.6 Contributions. The Client (directly or through a third-party payroll vendor) will withhold participant contributions and remit such contributions and other contributions provided under these Plans to PlanConnect on a timely basis as established by regulatory authorities from time to time. PlanConnect will not be responsible for monitoring the timeliness of such contributions and any payroll errors. The Client will also withhold and remit to PlanConnect payments on any participant loan that is payable by payroll deduction, if any, to the extent the participant receives current employee compensation from the Client and the Client or payroll vendor is notified about the amount and timing of loan payments. PlanConnect cannot accept contributions on behalf of a Participant until it has received completed investment allocation information from the Participant or the Client. Although PlanConnect will generally accept contributions for remittance to all Investment Providers approved by Client under these Plans, PlanConnect cannot accept contributions for providers that refuse to cooperate with PlanConnect in the administration of these Plans.

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2.7 Authorized Representatives. Client will designate at least one individual to serve as a primary contact for the Client, and at least one individual to serve as a backup contact. The authorized representatives for the Client are:

Primary - _____

Secondary - _____

Authorized Payroll Administrator (if applicable):

Primary - _____

Secondary - _____

Unless the authority of these individuals is expressly limited by the Client in writing, PlanConnect shall be entitled to rely on the authority of these individuals to act for the Client, to rely on any information or authorizations provided by such individuals, and to receive any Plan or participant information and Plan reports or notices. PlanConnect will similarly designate primary and backup contacts, but notes that only individuals who are designated as Assistant Vice President or higher are authorized to execute contracts or amendments for PlanConnect.

2.8 Other Retained Duties. The Client specifically agrees that it has retained or assigned to Investment Providers or other third parties the duties of: (a) determining the employees eligible to participate in these Plans, (b) obtaining and retaining beneficiary designations for death benefits under these Plans and determining the recipients of any death benefits, (c) filing regulatory reports not mentioned above, (d) retaining an auditor for the Plans to provide audit reports, if required or desired, (e) providing any copies of plan documents to Plan participants and beneficiaries upon request, (f) interpreting the Plans, (g) making discretionary decisions about the administration of the 403(b) and 457(b) Plans, (h) establishing claims review procedures and conducting a review of claims filed or appeals, (i) establishing other internal administrative procedures and forms, (j) adopting plan amendments provided by PlanConnect that are necessary to maintain qualification of the Plans, (k) conducting any other administrative activity not referred to above. PlanConnect will assist with these activities upon reasonable request. PlanConnect may charge hourly fees for any extraordinary assistance or additional services in accordance with the Fee Schedule A.

Section 3.0 Miscellaneous

3.1 Termination. Client or PlanConnect may terminate this Agreement at any time, upon sixty (60) days prior written notice to the other party. PlanConnect agrees to deliver to Client or its designee, all records reasonably necessary for the continuing operation of these Plans in the standard PlanConnect format at the hourly fees established for extraordinary services in the Fee Schedule A. Should any other formats be required, additional fees at hourly rates will be charged. Any termination will be revocation of PlanConnect license to the Client's use of PlanConnect Plan documents and other administrative forms.

3.2 Fees, Payment, Other Revenue. PlanConnect will charge fees for its services in accordance with the Fee Schedule A attached to this Agreement, and will bill these fees to the Client as Plan Sponsor, to be paid by the Client, by Investment Providers, out of Plan assets as provided in the Fee Schedule A, or as specifically instructed by the Client in writing. If the Client agrees to pay the fees, but does not do so within 60 days from the date of the Fee Invoice, the fees will be allocated to participant accounts.

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If the Client has agreed to pay the annual administration costs, then the following shall apply: On the first day of each plan quarter, PlanConnect will submit to the Plan Sponsor a statement of fees for services performed during the previous quarter. In the event of non-payment when due, for any amount payable for services rendered or interest applied, PlanConnect shall discontinue all services for all Plans of the Plan Sponsor and shall institute any necessary action to collect such amount from the Plan Sponsor. The Plan Sponsor will pay all expenses of PlanConnect, including any out-of-pocket costs and reasonable attorney's fees incurred by PlanConnect in the collection of such outstanding balance.

If the Client has instructed PlanConnect to charge the Investment Providers for the fees, according to the participants' accounts held by each such Investment Providers, then PlanConnect will submit to each Investment Provider a statement of fees on a quarterly basis similar to the above process.

The Fee Schedule A shall remain in effect in the amounts described in Fee Schedule A for a term of one plan year in which PlanConnect is providing administrative services. Thereafter, any changes to the fee agreement will be supplied to the Client 60 days prior to the effective date of the changes.

3.3 Hold Harmless Agreement and Indemnity. PlanConnect and the Client agree that they will each be responsible for the prompt and complete performance of the services each has agreed to provide under this Agreement, as set forth above. In addition to these undertakings, the parties assume the following responsibilities:

(a) Hold Harmless Agreement of PlanConnect: PlanConnect shall indemnify and hold harmless the Client, any member of the governing board, and Employees from every claim, demand or suit which may arise out of, be connected with, or be made due to the negligence of PlanConnect or failure of PlanConnect to meet the requirements of this Agreement, which shall include any tax liability or statutory penalty directly resulting from errors in the calculation of excess contributions, issuance of excess loans, or acceptance of funds into the Plans that do not meet the requirements of IRS regulations. PlanConnect, however, shall not be liable for any claim, demand, or suit (i) arising out of or attributable to the willful misconduct or negligence of, or erroneous information provided by, the Client or an Investment Provider, or any officer, employee, former employee, agent, or representative, or member of the governing board of the Client or an Investment Provider, or (ii) arising out of or attributable to the Client's failure to comply with any written notification from PlanConnect advising the Client to take corrective action with respect to a Plan transaction, policy, or procedure that does not comply with the requirements of this Agreement or the Code and regulations. PlanConnect, at its own expense and risk, shall defend, or at its option settle, any court proceeding that may be brought against the Client, members of the governing board, and employees based on any claim, demand or suits covered by this indemnification. Any settlement or judgment rendered against the Client, any member of the governing board, or employees related to this indemnification shall be satisfied by PlanConnect, provided that the Client notifies PlanConnect, in writing, within ten (10) business days of receipt of such claim or demand. PlanConnect's liability thereunder shall be limited to actual damages and out-of-pocket legal fees and expenses only.

It is understood and agreed that the Plan Sponsor is solely responsible for compliance of the Client's Plans, including, but not limited to the reporting and disclosure requirements, as required by the Internal Revenue Service, and if applicable the U. S. Department of Labor and other governmental organizations and the services provided by PlanConnect are considered non-fiduciary ancillary services only. The Client understands that PlanConnect has no discretionary authority or control with respect to the Plans, its assets or the administration of the Plans and that the liability of PlanConnect shall be limited to the specific provisions of this contract. The Plan Sponsor agrees to indemnify and hold PlanConnect harmless for any claims or demand made against PlanConnect except due to PlanConnect's gross negligence or willful misconduct. The obligation of PlanConnect is limited to assisting with preparation of

PlanConnect

required forms and reports. PlanConnect shall not be responsible for the timely filing of or information contained in any forms or for any advice as to the types of forms required to be filed.

Upon receipt of any reports, confirmation of plan activity or written communication from PlanConnect, the Client, Plan Sponsor and or Plan Participants must notify PlanConnect in writing of any inaccuracies or errors in such reports within thirty (30) days from the receipt of such reports. At the end of the 30-day period, the information reported to the Client and or Participant shall be considered correct and PlanConnect will not be responsible for any correction, loss or cost reported to PlanConnect after the expiration of the thirty (30) day period. The Client acknowledges that any liability for damages hereunder, including any corrective action described in this Agreement shall be limited to the annual fees paid by the Client to PlanConnect for the year in which the error occurred. Except as specifically required under state or local laws, any action brought against PlanConnect under this Agreement must be filed within one year after the error occurred.

PlanConnect will maintain errors and omissions, fidelity, and general corporate liability insurance and agrees to provide proof of such coverage upon the Client's request annually.

(b) Other Providers: If the services provided by PlanConnect under this Agreement were previously provided by the Client or a third party, the Client agrees that PlanConnect shall not be responsible for any failure of the prior plan document or administrative services to comply with the requirements for tax sheltered accounts under § 403(b) and § 457(b) of the Code, other applicable law, or the prior Plans. PlanConnect is also not responsible for the accuracy and completeness of participant and payroll data provided by the Client or any third party provider. Client agrees that PlanConnect and its affiliates and employees will be indemnified by any responsible third parties from any claim asserted against any of them for any of these reasons, and will further be indemnified from any cost and expense they incur, including reasonable attorneys fees, due to the assertion of such a claim, or by the Client if not adequately indemnified by third parties. Nothing herein will prevent the assertion of any claim directly against any third party by PlanConnect or the Client.

3.4 Plan Sponsor Website Authorization. If the Client elects to use the Plan Sponsor website provided by PlanConnect, an authorized representative of the Client must complete Schedule B (Plan Sponsor Authorization for View and Update Privileges) of this Agreement. By signing the Plan Sponsor Authorization for View and Update Privileges, the Client is authorizing PlanConnect to give the user(s) listed in Schedule B access to the Plan Sponsor website. PlanConnect may, without injury, act only on the instructions of any persons(s) purporting to be an Authorized User as named herein, and PlanConnect shall not be liable for any claims, expenses (including legal fees) or losses resulting from having acted upon any instruction reasonably believed to be properly authorized and genuine.

This authorization will remain in force until PlanConnect is notified in writing by an authorized representative of the Client of any Plan Sponsor website authority changes.

PlanConnect

3.5 Notices. Notices or other communications under this Agreement shall be hand delivered, mailed by first class mail, postage prepaid or via an overnight mail service (such as Federal Express), addressed as follows, or as changed by notice:

a) To: PlanConnect:
Attn.: President
100 Madison Street
Syracuse, NY 13202

b) To Client:

3.6 Entire Agreement; Supplements and Amendments. This Agreement generally constitutes the entire agreement between the parties, merging all prior discussions. It may be modified by written side agreements executed by all parties along with this Agreement. It may be further supplemented, but not modified, by PlanConnect from time to time with written procedures that provide a description of the ordinary processes for the parties to fulfill their obligations hereunder, which shall not exclude extraordinary processing in appropriate situations that produces comparable results. Finally, this Agreement may be amended at any time, but only by written agreement signed by the parties.

3.7 Assignment. Some or all of the rights and duties of PlanConnect hereunder may be assigned to an affiliate of PlanConnect, or to any successor through merger, reorganization, or sale of assets. Some or all of the duties of PlanConnect may also be performed by others under subcontract to PlanConnect without the release of PlanConnect for responsibility for such services. PlanConnect may, by letter or other writing, agree to extend this Agreement to any other plan of the Client or plans sponsored by affiliates of the Client. Otherwise, no party may assign this Agreement nor any rights or duties hereunder without the written consent of the other party.

3.8 Governing Law. Except to the extent governed by federal law, this Agreement shall be governed by and constructed according to the Laws of the State of New York.

PlanConnect

FEE SCHEDULE A

We require a letter of intent to be executed within 60 days from the date of this agreement. Any agreement received executed after this time period will be subject to the current fee schedule published at that time.

For services rendered under this Agreement, PlanConnect® is entitled to receive payment of the fees described below, based on services requested under the Agreement, and shall apply fees to the persons or entities designated in the “Who is Responsible for Paying Fees?” section below. If no option is selected in that section, fees will be billed to the Plan Sponsor.

INITIAL FEES:

DESCRIPTION OF SERVICE	FEE
One-time Plan Takeover Fee	Waived
Investment Provider Set-up Fee <ul style="list-style-type: none">Includes set-up of present vendors	Waived
Non-ERISA Plan Document Review and Plan Design <ul style="list-style-type: none">If Equitable is an approved provider for this plan, fee is waived	*Waived

*Plan Document fees are waived, when Equitable is an approved provider and the plan design aligns with the standard Plan language provided.

ANNUAL FEES:

DESCRIPTION OF SERVICE	FEE
Annual Fee	Waived
NON-ERISA Plan Document Management <ul style="list-style-type: none">If Equitable is an approved provider for this plan, fee is waived	*Waived

*Plan Document fees are waived, when Equitable is an approved provider and the plan design aligns with the standard Plan language provided.

PER PARTICIPANT FEES:

DESCRIPTION OF SERVICE	FEE
Per Participant Fee <ul style="list-style-type: none">Applicable for all plan participants	*\$2.00 per month/\$24.00 per year

*Per Participant Fee may be paid by Plan Sponsor or Investment Providers, or a combination thereof (See page 12).

Standard fees include processing of plan contributions, compliance with IRC section 403(b), 457(b), 402(g), 415, 401(a)(4), 410(b) and any other applicable federal or state regulation required to maintain plan's compliance, collection and maintenance of plan participant data, standard compliance and information reporting, Investment Provider records and communicating any detected compliance errors to the Plan Sponsor.

PlanConnect

HOURLY AND OPTIONAL FEES (Billed only if specifically requested in writing by the Plan Sponsor):

DESCRIPTION OF SERVICE	FEE
Past Plan Documentation Updates for pre-January 1, 2009 Compliance	\$200.00/hour
Plan Document Amendments <ul style="list-style-type: none"> Employer requested 	Waived
Additional Payroll Processing <ul style="list-style-type: none"> In excess of 52 pay periods in a calendar year or Submitted to PlanConnect® in non-standard electronic format 	\$50.00/payroll \$50.00/payroll
Report Mailing to Plan Participants <ul style="list-style-type: none"> Per enrollment package, mailed directly to plan participant's address of record Supplemental material to be mailed directly to plan participant's address of record 	\$4.00 per package \$2.00 per participant plus additional postage (as required)
Extraordinary services, calculations, projections and research <ul style="list-style-type: none"> Date entry due to data received by PlanConnect® that requires manual entry Contribution and earned income calculations Paraprofessional and professional services (account reconciliation, balancing takeover accounts, consulting, legal services, non-standard plan testing and analysis) 	\$100.00/hour \$140.00/hour \$180.00/hour
Other extraordinary services rendered as requested by Plan Sponsor or due to failure of Plan Sponsor to perform its duties under the Agreement	\$80.00/hour
Travel expenses, additional reports, copies, special delivery services or other out-of-pocket extraordinary expenses requested by the Plan Sponsor	At cost

PlanConnect

WHO IS RESPONSIBLE FOR PAYING FEE?		
Plan Sponsor	Investment Provider	Fee Description
<input type="checkbox"/>	X	Per Participant Fee

Fees shall be paid for those active and inactive Plan Participants whose account balances are invested in the Investment Providers investment options. Fees can be paid by Plan Sponsor or Investment Providers, or a combination thereof.

If fees are being paid by the Investment Providers, the Investment Providers shall pay fees for those active and inactive Plan Participants who maintain an account that is invested in the Investment Provider's investment option. All fees shall be invoiced on a monthly basis and paid in arrears within thirty (30) days of receipt of an invoice. If the Investment Providers fail to pay, the Plan Sponsor shall be responsible to pay the fee, including any interest, within thirty (30) days following receipt of nonpayment notice.

If the Plan Sponsor is responsible for paying the per participant fee, the Plan Sponsor shall be invoiced on a quarterly basis and such fees shall be paid within 30 days of the receipt of the invoice. PlanConnect shall bill and receive fees in arrears.

PlanConnect

PLAN SPONSOR AUTHORIZATION FOR VIEW AND UPDATE PRIVILEGES SCHEDULE B

Employer/Plan Name _____

EIN _____

For each of the individuals listed below, indicate the Access Level for our plan sponsor website:

Level 1 - View employee information only

Level 3 - View/update payroll information; view employee information

Level 2 - View/update payroll information

Level 4 - View and update payroll and employee information

PLAN ACCESS AUTHORIZATION AND LEVELS

1

Name _____

Email _____

Phone No. _____

Title _____

Access Level (see above) 1 2
 3 4

Authority to grant and remove security access:

Receive payroll change notifications/reports:

2

Name _____

Email _____

Phone No. _____

Title _____

Access Level (see above) 1 2
 3 4

Authority to grant and remove security access:

Receive payroll change notifications/reports:

3

Name _____

Email _____

Phone No. _____

Title _____

Access Level (see above) 1 2
 3 4

Authority to grant and remove security access:

Receive payroll change notifications/reports:

FORWARDING INSTRUCTIONS, AUTHORIZATION AND SIGNATURE

Express Mail:

Regular Mail:

Fax:

Phone and Website:

PlanConnect
100 Madison St.
Syracuse, NY 13202

PlanConnect
PO Box 4940
Syracuse, NY 13202

(800) 657-2826

(800) 923-6669
M- F 9AM – 5PM ET
www.planconnect.com

I grant the above individuals access to the plan sponsor website, for plan participant and plan sponsor records, at the security levels indicated. This authorization will remain in force until PlanConnect is notified in writing by an authorized representative of the Client of any website authority changes. I acknowledge and agree that PlanConnect shall not be held liable for any claims, expenses (including legal fees) or losses resulting from having acted upon any instruction reasonably believed to be properly authorized and genuine.

Authorized Signature of Plan Sponsor

Print Name and Title

Date

PlanConnect

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by authorized Client representatives effective as of:

Client:

By: _____

Title: _____
(Authorized Client Representative)

Date: _____, 20____

PlanConnect:

By: _____

Title: _____
(PlanConnect Authorized Officer)

Date: _____, 20____