

The Legend Group

Third Party Recordkeeping Services

SERVICE	FEE	FEE DESCRIPTION
Initial Plan Review	\$ 0	Complimentary
TPR All-inclusive Services	\$ 750	Paid annually for the services required each year under contract
Annual Per Vendor Fees	\$ 100	Paid annually per vendor
Maintenance Fees	\$ 1	Per participant per month, paid monthly or quarterly

Glossary:

Initial Plan Review is a complimentary detailed review and set-up of your retirement plan program.

Annual TPR Services are charged to the Employer for Legend's all-inclusive TPR services.

- ✦ Monitor contribution limits
- ✦ Qualify and approve hardship distributions and loans
- ✦ Approve transfers and exchanges
- ✦ Approve distributions
- ✦ Remit contributions to vendors
- ✦ Assist with IRS Audits
- ✦ Approve qualified Domestic Relations Orders (QDRO)

Annual Vendor Fees may be charged to the Employer and usually carried over to each individual vendor.

Annual Maintenance Fees are charged for each individual participant's account maintenance. (Legend charges \$1 per participant per month). Employers and/or participants may choose to pay this fee on a monthly or a quarterly basis.

TPR shall comply with all rules and regulations for with respect to §403(b) compliance as promulgated, from time to time, by the Internal Revenue Service and the Department of Treasury.

If applicable, TPR shall be entitled to compensation for services performed under this Agreement as illustrated on Schedule "A" attached hereto and executed by both parties.

Notices under the Agreement shall be given as follows:

FOR EMPLOYER:

Street Address

City, State, Zip

Contact Person

Phone

Provider/ADSERV Contact Information:

Cynthia Kleymann, Asst VP of Operations
ADSERV, Agent for Fiduciary Trust Company
Agent of Fiduciary Trust Company of New Hampshire
Phone: 800-749-4221
Fax: 561-775-7635
3920 RCA Blvd., Suite 2004
Palm Beach Gardens, FL 33410
adserv403b@legendgroup.com

This Agreement may be terminated by either party upon 120 days prior written notice, or as provided in the Plan Document. In the event of a dispute relating to this Agreement, the parties agree to submit to arbitration pursuant to the rules then obtaining of the American Arbitration Association (AAA). The prevailing party will be entitled to reasonable attorney's fees. Advisory Services Corporation does not provide legal or tax advice. This Agreement contains the entire agreement between the parties as it relates to the subject matter contained herein, and may only be amended in a writing signed by both parties. This Agreement shall only be assignable upon prior written approval of the non-assigning party.

"EMPLOYER" – Print Name of Employer

Signature

Print Name of Signer

Title

The Legend Group/ADSERV
(as Agent for Fiduciary Trust Company of New Hampshire)

Signature

Print Name of Signer

Title

- Serve as common remitter for the Employer's §403(b) program, and as paying agent on behalf of the Employer to promptly remit all funds to approved Investment Providers as stipulated by the Plan Document.

TPR will provide suitable privileges for the Employer to transfer funds into TPR's Employee Benefit Lockbox account maintained at Bank of America, or such a bank as TPR may direct in the future.

The TPR shall not be responsible for any loss, damage, compliance error or expense caused by its failure to perform any duty or obligation under this Agreement which is due to causes beyond its control, such as an act of God, fire, flood, explosion, war, insurrection, riot, vandalism, strike, power failure, interruption or loss of telephone/telecommunication services, or governmental act of regulation; or errors resulting from (1) the employee's election to make contributions to a tax-sheltered annuity or custodial account sponsored by or offered through another employer, or (2) the failure of the Employer to provide complete and correct provider information and/or employee records and information.

TPR will maintain and archive all participant §403(b) files and will ensure strict confidentiality of all employee data, records, and files. TPR will not make available to any outside vendor or sales/marketing organization, any records or information pertaining to Employer's employees. All of the rights available under the various annuity contracts or custodial accounts are enforceable solely by the respective Employer employees, by the employees' beneficiary, or by an authorized representative of the employees.

The TPR shall defend, indemnify and "hold harmless" the Employer from any claim, demand, lawsuit, judgment, cost or expense, including reasonable attorney's fees, which arises from any negligent act or omission by TPR in the performance of services under this agreement for said Employer, provided, however, that TPR's obligations and liability under this Section shall not begin until after (a) TPR has completed its compliance review of the Employer's §403(b) program, (b) the Employer has implemented all recommendations made by TPR with respect to the Employer's §403(b) program, (c) the Employer has timely adopted a plan document in accordance with §403(b) regulations. TPR shall have no obligations or liability under this Section with respect to the time period before it completes its review hereunder; TPR shall not be responsible for implementing its recommendations resulting from its compliance review; and TPR shall not be responsible for any act or omission by the Employer which adversely affects TPR's ability to act as remitter for the Employer's §403(b) program.

Employer is responsible to ensure that all monies for §403(b) contributions are wired (ACH is preferred) to the TPR's Lockbox no later than one full day prior to pay day and such funds must be available for distribution to Investment Providers on or before noon of pay day. The Employer will use only TPR approved Salary Reduction Agreements and will ensure that reductions will not be initiated until such forms are counter-signed by TPR. The Employer should ensure and then advise employees that a minimum of one pay period transpires before a new salary reduction is included in payroll. The Employer will ensure that no additional Investment Providers will be added unless they execute a TPR approved Investment Provider Agreement. TPR assumes no liability for new Investment Providers that have not signed the Investment Provider Agreement reviewed and approved by TPR. The Employer will ensure that TPR is provided updated participant employee salaries within 30 days of Board of Education action. Additionally, the Employer will furnish (or arrange to have furnished) all data and information requested by TPR and necessary for TPR to ensure that the operation of the §403(b) contract complies with the provisions of §402(g), §403(b), and §415(c) of the Internal Revenue Code. The Employer understands and agrees that TPR's obligation to perform the administrative and support services set forth in this Agreement are subject to the obligation of the Employer to timely supply (or arrange for TPR to receive) any and all data and information requested by TPR, and necessary for TPR to ensure the Employer's compliance with the §403(b) programs. TPR will not be responsible for any compliance errors resulting from the Employer's failure to furnish (or arrange for TPR to receive) necessary information requested within a reasonable time, or errors resulting from any misrepresentations made by the Employer or its employees.

In the event the Employer's Plan Document stipulates as such, TPR shall be responsible for qualifying and monitoring loan requests by employees, and reviewing and approving distribution requests. In the event of a hardship distribution request, TPR shall determine the qualification and the amount of such distribution. TPR shall review and approve all transfers and exchanges.

This §403(b) Third-Party Recordkeeper Agreement (herein, the "Agreement") is made effective this _____ day of _____, 200_____ by and between Advisory Services Corporation, as agent for Fiduciary Trust Company of New Hampshire (FTC), a Nevada corporation whose national headquarters is located at 4600 E. Park Drive, Suite 300, Palm Beach Gardens, Florida 33410, and as Third Party Recordkeeper (herein, "TPR"), and _____ (herein, the "Employer").

WHEREAS, Employer sponsors a §403(b) retirement plan for its employees and is subject to the Revised Regulations Concerning §403(b) Tax-Sheltered Annuity Contracts (herein, the "Regulations") as issued by the Department of the Treasury; and, WHEREAS, Employer will adopt a Plan Document pursuant to the Regulations; and,

WHEREAS, §1.403(b)-3(b)(3)(ii) of the Regulations stipulates that the plan may allocate responsibility for performing administrative functions, including functions to comply with the requirements of §403(b) and other tax requirements; and,

WHEREAS, Employer agrees to allocate to TPR certain responsibilities for performing administrative and other functions for the plan, as described herein; and,

WHEREAS, TPR agrees to assume certain responsibilities for performing administrative and other functions for the plan, as described herein,

NOW, THEREFORE, in consideration for the mutual premises contained herein, along with other good and valuable consideration, the sufficiency of which is hereby acknowledged, *the parties agree as follows:*

EMPLOYER REQUIREMENTS/SCOPE OF WORK FOR TPR

TPR will perform certain administrative functions with respect to Employer's §403(b) retirement plan. These functions are, but are not limited to, the following:

- Provide all necessary forms for Salary Reductions and Service Provider participation.
- Oversee all aspects of IRS compliance with the Employer's 403(b) program by all parties involved. In the event of an IRS audit, TPR will cooperate fully with the Employer at the audit.
- Review each participating employee's Salary Reduction Agreement as submitted by Investment Providers. All salary reduction agreements shall be kept on file by the Employer.
- Obtain fully executed Investment Provider Agreements from each Investment Provider conducting business at the Employer. These Investment Provider Agreements do not require the Investment Providers to provide and certify Maximum Annual Contribution Limits (MAC's) to the employee or the Employer. TPR will provide these contribution calculations, and certify to the Employer and the employee as to the accuracy of these calculations. Vendors that do not execute the Investment Provider Agreement will not be permitted to enroll new participants.
- Obtain fully executed Information Sharing Agreements from Investment Providers and/or vendors and execute such Information Sharing Agreements on behalf of, and as agent for Employer.
- Review all employee contributions and perform all necessary calculations to ensure the Employer's compliance with all IRS regulations pertaining to §403(b) programs.
- Review all contributions to ensure that additions to the §403(b) program for each participant are within limits prescribed by §415 of the Internal Revenue Code.
- Review all employee Salary Reduction Agreements and sign the forms to verify compliance with the Internal Revenue Code and applicable regulations. TPR shall provide a designee who shall receive all new and revised Salary Reduction Agreements. TPR shall use its best efforts to complete review of new and revised Salary Reduction Agreements within three business days. Copies of new and revised Salary Reduction Agreements may be faxed or mailed to TPR, who will verify changes by e-mail to Employer's payroll department.
- Provide proof of Errors and Omissions Insurance Coverage to the Employer with a minimum limit of \$1,000,000 per claim, \$5,000,000 in aggregate. The TPR shall also carry a Fidelity Bond.