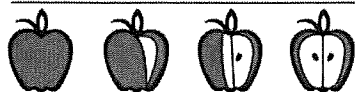


KADES-MARGOLIS



Your Trusted Investment and Retirement
Planning Partner Since 1974



Warren County School District
Attn: Jim Grosch
185 Hospital Dr
North Warren, PA 16365

July 19, 2013

Dear Jim:

We recently notified you of our partnership with TSA Consulting Group, Inc. As your 403(b) Plan Consultant, Kades-Margolis is happy to provide you with the services of TSA Consulting for your 403(b) and 457(b) plan administration.

Included in this package are the forms necessary to transition your plan to TSA Consulting. For your convenience and wherever possible, we have pre-filled the forms with your existing plan information.

Document	Action Step
Kades-Margolis Retirement Plan Consulting Services Agreement	Please Review and Sign.
TSA's Retirement Plan Compliance and Administration Services Agreement	Please Review and Sign.
Adoption Agreement - recognizes change from EASI to TSA	Please Review and Sign. <i>Existing plan options are listed for your convenience.</i>
Investment Provider Service Agreement	Please Review and Sign. <i>This will be sent to your current approved vendors for their signature to remain in your plan.</i>
Client Profile Information	Please Complete.

Please make copies for your records, scan and forward all agreements to TSA Consulting Group, Inc. as requested in the following document.

If you have any questions, or need any assistance completing the included forms, please contact our Employer Plans Department at (800) 433-1828, ext. 3.

We look forward to working with you to make this transition to TSA Consulting as seamless as possible.

Sincerely,

Karen L. Moran

Karen L. Moran
Director of Employer Plans



July 19, 2013

Re: Transition of 403(b)/457(b) plan administration services formerly provided by Employer Admin Services, Inc. (EASI) to TSA Consulting Group, Inc. (TSA)

Dear Jim:

Please accept this letter and further information regarding our intent to assume the role of Plan Administrator for your 403(b) and/or 457(b) plan(s). This action is the result of our recent agreement with Kades-Margolis Corporation, your 403(b) Plan Consultant, and a leading retirement and financial planning organization serving Pennsylvania, New Jersey and Delaware.

We are providing the information to answer common questions you may have concerning the ongoing administration of your plan(s) and to assure you that our firm, TSA Consulting Group, Inc. (TSA), is committed to providing unmatched protections and services for you and the participants in your plan(s).

Please review the questions and answers that follow:

What services will TSA provide for employers and participants?

Comprehensive, Independent Plan Administration. Our Compliance Edge® program includes every necessary component of plan compliance according to current IRS regulations.

EASI, your former administration services provider, is working closely with TSA to ensure that there is no break in services to employers or participants. Each investment provider in your plan will be notified of the change in administration so transactions and remittances can continue without interruption.

TSA will request each plan sponsor (the employer) to execute a new contract to improve the level of services to participants and operational compliance for each plan as well as afford each plan sponsor with the professional liability coverage maintained by TSA. These changes will provide plan sponsors with an increased level of services.

Employer Services

Employer services are tailored to minimize employer risk while enhancing employee perception and participation in the plan. Specific services provided in TSA's trademarked Compliance Edge® contract include:

- Comprehensive Plan evaluation and report (policies and procedures)
- Provider evaluations and service agreements (employer due diligence)
- Plan Document development and maintenance
- Continuous aggregation of provider plan level data with employer demographic files
- Toll-free fax and online Plan distribution transactions available 24/7 along with plan sponsor specific Web pages*
- Toll-free customer services call center staffed from 7:00AM until 7:00PM CST daily
- Secure online remittance services through EPARS**
- Contribution monitoring with corrective assistance for prior years
- Onsite IRS audit assistance

***Online Transaction Processing - ART**

TSA maintains an advanced Web-based system for use by Plan Sponsors and participants. The Aggregated Records and Transactions or "ART" system provides Plan level reporting for the Plan Sponsor and allows participants to gain immediate approval certification for eligible transactions. The ART system is available 24 hours a day, seven days a week.

****EPARS Remittance System**

The Electronic Process for Automated Remittance Services or "EPARS" allows the Plan Sponsor to combine multiple provider remittances into one deposit via Wire transfer, ACH transfer or check and transmit remittance data utilizing a secure Web-based application. EPARS allows contribution remittances to be deposited within 24-48 hours while offering the maximum protection possible for private participant information. Wells Fargo Bank serves as the bank transfer agent for EPARS.

What fees are associated with the services provided by TSA?

There is NO FEE to the employer for services provided by TSA for any employer that uses Kades-Margolis as their 403(b) Plan Consultant.

TSA Consulting Group, Inc. is an independent third-party administrator and does not market investment products. Services are provided for a monthly fee paid by each investment provider in your plan(s) equal to \$2.00 per participant. This pricing model is similar to 401(k) plans wherein administrative fees are included in total participant account fees. Investment providers have full discretion on the pricing of their investment products. Most providers include these fees in the internal expenses of the products while some pass this fee on to participants as a flat dollar amount.

TSA is responsible for all billing and collection of fees. A large percentage of investment providers in the 403(b) and 457(b) market have entered into agreements and currently pay fees to TSA for administrative services. In the event that TSA identifies a provider that elects not to pay fees, a report will be generated to the employer for review. The report will include recommendations and suitable actions to be taken by the employer regarding the provider(s). **TSA will attempt to retain all providers as desired by the employer in the plan(s).** It is important to state that each provider must meet all requirements under current IRS regulations to support the employer's responsibilities for operational compliance. Beyond this minimum requirement, it will be necessary to de-select providers that refuse to pay a fee.

What are the minimum requirements for investment provider organizations?

Minimum requirements for investment providers depend, in part, on the provisions of your 403(b) plan. The availability of participant loans is an important benefit for most plans. Where loans are available, investment providers are required to transmit plan level data to TSA on a monthly basis in an electronic file equal to or incorporating all necessary fields included in the format developed by the SPARK Institute, Washington DC. Further, providers must only use compliant annuity contracts or mutual funds held in appropriate custodial accounts. Finally, each provider must not process participant distribution transactions without the prior approval of the Plan Sponsor or their designated plan administrator (TSA).

What are the compliance duties of the employer for plan administration?

The responsibilities of the employer will not change as a result of the transition from EASI to TSA. Employee census information is necessary for complete plan compliance under IRS audit and TSA will work with each employer to coordinate the sharing of this information. This data is used to ensure accurate and efficient administration of participant transactions under current regulations and TSA must aggregate this information with plan level data received from each investment provider to support the operational compliance of the plan.

I transmit remittances through EASI. When will I transmit these through TSA?

New remittance instructions are included in this packet and remittances should be sent to TSA according to the timeline shown below beginning with the effective date listed on your amended Plan adoption agreement.

Checklist - EASI to TSA Transition

Please review the below checklist to facilitate completion of the documents attached.

Document	Action Step	Completed?
Kades-Margolis Retirement Plan Consulting Services Agreement	Authorized Signature needed.	
TSA's Retirement Plan Compliance and Administration Services Agreement	Review and Sign.	
403(b) Adoption Agreement - recognizes change from EASI to TSA	Review and Sign. Existing plan options are listed for your convenience.	
457(b) Adoption Agreement - Note: new agreement will be forwarded after evaluation of existing documents (if applicable)	No action necessary at this time.	N/A
Investment Provider Service Agreement	Review and sign. This will be sent to your current approved vendors for their signature to remain in your plan.	
Client Profile Information	Please Complete.	

*Please make copies for your record, scan and forward all agreements to TSA at the following address:
programservices@tsacg.com.*

**Or mail to: TSA Consulting Group, Inc.
15 Yacht Club Drive NE
Fort Walton Beach, FL 32548**

Once you have completed and returned the above, personnel from the TSA Remittance Department will contact you to arrange for demonstrations and assistance in remitting contributions.

Please contact us directly with any further questions you may have at (888) 777-5827 or e-mail us at programservices@tsacg.com.

Thank you,

Program Services Team

Program Services Team
TSA Consulting Group, Inc.
www.tsacg.com

Kades-Margolis Corporation Retirement Plan Consulting Service Agreement

TSA Consulting Group, Inc. has agreed to perform all services under this Retirement Plan Compliance and Administration Services Agreement at no charge to the Plan Sponsor based on the following:

Universal Availability Required Education

The IRS requires that the Plan Sponsor's employees be given an effective opportunity to participate in the Plan Sponsor's 403(b) Plan. To satisfy that requirement the Plan Sponsor shall:

1. Permit Kades-Margolis Corporation to prepare and exclusively present a vendor-neutral PowerPoint about 403(b) Tax Sheltered Accounts that will:
 - a. Include information about what a 403(b) Tax Sheltered Account is;
 - b. Explain why the employee should participate in the Plan Sponsor's 403(b) program;
 - c. List the vendors that are approved in the Plan Sponsor's 403(b) Plan Document for participation;
 - d. Review any other pertinent information contained in the Plan Sponsor's 403(b) Plan Document; and,
 - e. Explain how the employee who wishes to participate can initiate the process.
2. At least once each calendar year, at a mandatory meeting(s) for all employees, permit a representative of Kades-Margolis Corporation to present the PowerPoint to all employees and to distribute a Summary Plan Document (SPD) that contains the text of the PowerPoint, along with any other pertinent information pertaining to the Plan Sponsor's 403(b) Plan.
 - a. The annual presentation shall be at an all-staff inservice program or other mandatory meeting(s) established by the Plan Sponsor for all employees.
 - i. The presentation shall be presented, and SPD distributed, to new employees if the Plan Sponsor has new employee meeting(s) separate from the all-staff meeting.
3. Permit TSA Consulting Group and Kades-Margolis to participate in any and all events (such as Health Fairs, etc.) where other approved 403(b) TSA vendors are invited to participate.
4. Permit Kades-Margolis to utilize school facilities to host annual voluntary meeting(s) for those employees who are contemplating retirement. These educational meetings will provide potential retirees with information about how their retirement will affect their 403(b) program under the Plan Sponsor's 403(b) Plan Document and will review the various options that are available to retirees regarding their 403(b) accounts.

Named Vendors and Payroll Slots

In its 403(b) Plan Document, along with other vendors approved by the Plan Sponsor, the Plan Sponsor agrees to name as approved vendors, and to establish and maintain 403(b) payroll slots for, Kades-Margolis Corporation, Security Benefit, and other 403(b) vendors endorsed by the Pennsylvania Association of Elementary School Principals and the Pennsylvania State Education Association marketed through Kades-Margolis Corporation.

Other Employer Plan Programs

If the Plan Sponsor considers other employer plan programs in the future, Plan Sponsor agrees to examine and consider employer plans and programs offered by KMC prior to making a selection for Plan Sponsor's employees. Such plans and programs include: 403(b) Severance Pay Programs, a Section 457 Deferred Compensation Plan, a Section 125 Flexible Spending Plan, a Health Reimbursement Account Program, a Long-Term Care Program, a Roth 403(b) program, Life Insurance, etc.

Extraordinary Charges

If extraordinary services are required due to the failure of the Plan Sponsor to perform its duties under this Service Agreement, or upon request of the Plan Sponsor, an hourly extraordinary services fee may be charged the Plan Sponsor at the basic rate of \$50.00 per hour.

PLAN SPONSOR:

KADES-MARGOLIS CORPORATION

By: _____

By: _____

Title: _____
(Authorized Plan Sponsor Representative)

Title: _____
(Authorized Kades-Margolis Corporation Signature)

Date: _____

Date: _____

Retirement Plan Compliance and Administration Services Agreement

PREAMBLE: The following constitutes a binding "Agreement," effective as of October 1, 2013 between TSA Consulting Group, Inc., a Florida Corporation, (hereinafter referred to as "TSA") whose principal place of business is 15 Yacht Club Drive NE, Ft. Walton Beach, Florida 32548 and the Warren County School District, hereinafter referred to as "Plan Sponsor."

PURPOSE: Plan Sponsor wishes to retain the services of TSA to provide retirement plan consulting, compliance and administration services to the Plan Sponsor for the Plan Sponsor's voluntary retirement programs under Sections 403(b) and/or 457(b) of the Internal Revenue Code ("403(b)/457(b)") and TSA is willing to provide such services.

1. TSA agrees that, commencing with the effective date of this Agreement, it will, consistent with its other obligations, render to the Plan Sponsor such consulting and administration services set forth in Exhibits A-1 "Compliance Edge Services,"; Exhibit A-2, "Plan Administration Agreement"; Exhibit A-2.1 "Plan Administration Fee Schedule"; Exhibit A-3, "EPARS Subscription Agreement"; and Exhibit A-3.1 "EPARS Subscription Adoption Agreement," all of which are attached and incorporated herein.
2. Plan Sponsor agrees that it will render to TSA all reasonable assistance and information necessary to accomplish services set forth in Exhibits A-1, A-2, A-2.1 and A-3.1. The Plan Sponsor shall provide all information including, yet not limited to, items set forth in Exhibit B, attached and incorporated herein. Transmission of all information from the Plan Sponsor to TSA shall be performed on a timely basis relative to services provided and service dates set forth in this Agreement.
3. Plan Sponsor agrees that TSA shall be remunerated for such consulting, compliance and administration services by the authorized Investment Providers participating in the Plan(s), also known as Compliance Edge®, at the stated rate and methods shown in the Plan Administration Agreement Fee Schedule, Exhibit A-2.1, attached and herein incorporated by reference.
4. TSA shall act as an independent consultant and/or administrator and not as an agent or employee of the Plan Sponsor and TSA shall make no representation as an agent or employee of the Plan Sponsor. TSA shall furnish evidence of business liability and errors and omissions insurance in such limits of liability and written by an insurance company licensed in the state of Florida and acceptable to the Plan Sponsor. TSA shall be responsible for all taxes as an independent consultant and/or administrator. TSA shall have no authority to bind the Plan Sponsor or incur other obligations on behalf of the Plan Sponsor.
5. TSA agrees to hold in confidence all employee information received from the Plan Sponsor in connection with this Agreement and necessary to complete the scope of services outlined in Exhibits A-1, A-2, A-2.1 and A-3.1. TSA shall protect all information received from the Plan Sponsor from misuse, espionage, loss or theft and in accordance with federal laws. This information will not be transmitted or used for the purpose of solicitation in any form, and upon request all information held by TSA will be returned to the Plan Sponsor.
6. TSA warrants that it is under no obligation to any other entity that in any way conflicts with this Agreement and that it is free to enter into this Agreement.
7. This Agreement and all extensions and modifications hereof and all questions relating to its validity and interpretation, performance and enforcement shall be governed by and construed in conformance with the laws of the State of Pennsylvania, unless preempted by federal law.
8. All parties agree that proper venue for any lawsuit arising out of this Agreement shall be in Pennsylvania and in the county wherein the Plan Sponsor's offices reside.
9. TSA agrees that it will indemnify and hold harmless the Plan Sponsor, individual members of the Plan Sponsor, its representatives and employees, from any claim, demand or suit which may arise from, be connected with, or be made due to the negligence or failure to satisfy the requirements of this Agreement. This indemnification shall include all related costs, including but not limited to, attorneys fees, consultant fees, fees for other professional service providers, as well as court costs, fines, penalties or other similar charges against the Plan Sponsor, provided that the Plan Sponsor notifies TSA, in writing, no later than 30 calendar days after receipt of such claim or demand. Notwithstanding the preceding, this indemnification shall not cover any claim or demand based on erroneous information provided by the Plan Sponsor, its employees or other representatives.
10. This Agreement may be modified, amended or terminated by either party upon 60 days written notice to the other party, provided that no such modification, amendment or termination shall affect the liability of either party incurred prior to such event.
11. This Agreement may be executed in any number of counterparts, each of which, including any reliable copies or facsimiles thereof, will be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

12. If any provision of this agreement shall be held or declared to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable provisions shall not affect any other provision of this Agreement, and the remainder of this Agreement shall continue in full force and effect as though such provisions had not been contained in this Agreement. If the scope of any provision in this agreement is found to be too broad to permit enforcement of such provision to its fullest extent, the parties consent to judicial modification of such provision and enforcement to the maximum extent permitted by law.

We, the undersigned as duly authorized representatives, agree to all the terms and conditions stated above, and by our signatures, place this Agreement into full force and effect as of the date first above-written.

Warren County School District

TSA CONSULTING GROUP, INC.

By: _____

By: Janet Williamson

Name: _____

Name: Janet Williamson

Title _____

Title: Senior VP, Chief Financial Officer

Federal Tax Identification Number:

Federal Tax Identification Number:

59-3451677

EXHIBIT A-1

Compliance Edge® Services

In accordance with the Agreement between the Plan Sponsor and TSA, the following services will be provided by TSA;

1. Maximum Allowable Contribution (MAC) calculations will be maintained for all employees eligible to participate in the employer's authorized 403(b) and/or 457(b) plans. These calculations shall include limits applicable to 403(b) and/or 457(b) plans under applicable Sections of the Internal Revenue Code. Such calculations shall be performed in accordance with accepted standards and subject to the prevailing Internal Revenue Codes and Regulations at that time. MAC's will be based on information obtained from the Plan Sponsor and/or the employee and any statement or guarantee of accuracy by TSA will be contingent on the accuracy of the information delivered by the Plan Sponsor and/or the employee.
2. TSA shall provide an annual review and audit of the previous year's contributions for all employees. TSA shall notify the Plan Sponsor of all non-compliant contributions and provide the necessary data to facilitate notification to employees affected and completion of correction procedures as required by current Revenue Procedures.
3. A master file of MAC calculations will be maintained by TSA during the term of this Agreement.
4. TSA will administer the plan with respect to processing participant requests for loans, distributions, transfers, qualified domestic relations orders, and rollovers, including interactions with other investment providers necessary to administer the plan subject to the terms and conditions included in Exhibit A-2.
5. Electronic remittance services will be available to the Plan Sponsor through the Electronic Process for Automated Remittance Services of EPARS program maintained by TSA. These services are subject to the terms and conditions included in the EPARS Subscription and Adoption Agreement included as Exhibit A-3.
6. Web pages specific to the Plan Sponsor will be made available and will be maintained by TSA for information on their retirement plans.
7. TSA shall provide ongoing administrative support to the Plan Sponsor, including, but not limited to, the development of appropriate policies and/or procedures regarding all employee retirement programs. Such administrative support includes research and development of any new programs and/or Investment Providers or Investment Products that may be regarded as beneficial to the Plan Sponsor and its employees.
8. TSA expressly agrees to cooperate with and offer assistance to the Plan Sponsor in the event of any audit of the 403(b) and/or 457(b) plans by the IRS.

EXHIBIT A-2

Plan Administration Agreement

This Administrative Agreement (hereinafter "Agreement") is executed this 1st day of October, 2013 by TSA Consulting Group, Inc. ("TSA") and Warren County School District ("Plan Sponsor").

WHEREAS, Plan Sponsor has established a ☒ 403(b) Plan and/or a ☐ 457(b) Plan and is authorized to appoint service providers; and

WHEREAS, Plan Sponsor desires to appoint TSA as the administrator of the Plan(s) established and indicated herein; and

WHEREAS, TSA is authorized to accept the appointment as administrator and desires to provide such services subject to the terms and conditions set forth herein;

NOW THEREFORE, the parties agree as follows:

1.0 Designation of TSA as Administrator.

Plan Sponsor hereby appoints TSA as Administrator of the plan(s) established and indicated herein.

2.0 Responsibilities of TSA.

TSA will provide the recordkeeping and related plan administrative services, which services shall include the following:

- 2.1 Plan Documents: TSA will provide appropriate Plan Documents to the Plan Sponsor, for review and approval. These documents shall govern the plan(s).
- 2.2 Forms and Procedures: TSA will develop standardized administrative forms for use by the Plan Sponsor and participants for the purposes of enrollment and asset transactions under the Plan(s).
- 2.3 Participant Records: TSA will establish and maintain a record for each participant reflecting the date, amount and type of each transaction in the participant's account based on information provided to TSA from the Plan Sponsor, employees and product providers. Records maintained by TSA shall include all information necessary to comply with applicable regulations, rulings and procedures established by the Internal Revenue Service for the plan types indicated herein. The Plan Sponsor will determine eligibility requirements for employees and TSA shall be entitled to rely on the Plan Sponsor's eligibility determinations.
- 2.4 Participant Inquiries: TSA will provide adequate access to participants regarding their records and transactions recorded by TSA. Access shall include, at a minimum, customer service representatives during normal business hours to assist participants with information and transactions under the Plan(s).
- 2.5 Aggregation of Data: TSA will assist the Plan Sponsor with the development and execution of agreements between the Plan Sponsor and each investment product provider under the Plan(s) regarding the sharing and aggregation of participant data necessary to facilitate recordkeeping and administration duties for the Plan(s). TSA will exercise its best efforts to cooperate with each provider that maintains participant accounts under the Plan(s) that are subject to the recordkeeping requirements of applicable Internal Revenue Service regulations, rulings and procedures.
- 2.6 Plan Sponsor Reports: TSA will prepare Plan reports as necessary for the Plan Sponsor including, yet not limited to, contribution auditing and excess contribution corrections.
- 2.7 Technical Assistance: TSA will provide technical and consulting assistance to the Plan Sponsor upon request and under terms mutually agreeable between TSA and the Plan Sponsor.
- 2.8 Other Assistance: TSA will provide other assistance to the Plan Sponsor upon mutual agreement between both parties.

3.0 Responsibilities of the Plan Sponsor.

Plan Sponsor acknowledges that it is responsible for the following:

- 3.1 Plan and Participant Data: Plan Sponsor will provide all necessary plan and participant data required by TSA to accomplish proper plan administration duties including, yet not limited to, plan documents, policies and procedures, contribution history and all other data as may be reasonably requested by TSA.
- 3.2 Fee Billing and Payment: Plan Sponsor agrees that TSA will charge fees for its services to the authorized Investment Providers participating in the Plan(s) in accordance with the Plan Administration Fee Schedule, Exhibit A-2.1. Any changes to the fee schedule will subject to mutual agreement between TSA and the Plan Sponsor and require notice of at least sixty (60) days prior to the change effective date.

4.0 Miscellaneous.

- 4.1 Termination: Plan Sponsor or TSA may terminate this agreement at any time upon sixty (60) days prior written notice to the other party. TSA agrees to deliver to the Plan Sponsor or its designee, all records reasonably necessary for the continuing recordkeeping of the Plan.
- 4.2 Notices: Notices or other communications given pursuant to this agreement shall be hand delivered, mailed by first class mail service, addressed as follows, or as changed by notice:

a) To TSA: TSA Consulting Group, Inc.
 15 Yacht Club Drive NE
 Fort Walton Beach, FL 32548

b) To Plan Sponsor: Warren County School District
 185 Hospital Dr
 North Warren, PA 16365

- 4.3 Entire Agreement: Supplements and Amendments. This agreement generally constitutes the entire agreement between the parties, merging all prior presentations, discussions and negotiations. It may be modified by additional letter or other written agreements executed by each party contemporaneously with this agreement, which may modify its provisions or meanings. It may be further supplemented, but not modified, by TSA 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 all parties hereto.
- 4.4 Assignment: Some or all of the rights and duties of TSA hereunder may be assigned to an affiliate, or to any successor through merger, reorganization, or sale of assets. Some duties of TSA may be performed by others under subcontract, without the release of TSA for responsibility for such services. Otherwise, no party may assign this agreement nor any rights or duties hereunder without the prior written consent of the other party.
- 4.5 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 where Plan Sponsor's principal office resides.

EXHIBIT A-2.1**PLAN ADMINISTRATION FEE SCHEDULE**

Plan Sponsor hereby agrees that TSA, in remuneration for administrative and recordkeeping services for the Plan(s) indicated in the Administrative Services Agreement and dated October 1, 2013, shall be entitled to collect the following fees from each authorized investment product provider under the plan:

PLAN SPONSOR FEES: WAIVED in accordance with the provisions of a separate agreement between TSA and Kades-Margolis, consultant to the Plan Sponsor.

INVESTMENT PRODUCT PROVIDER FEES:

Recordkeeping - (Per Participant * Account)

\$24.00 per year billed monthly

Estimated Billing Effective Date**: December 1, 2013

*"Participant" is defined as any individual that maintains one or more accounts with assets under the Plan

**The "Billing Effective Date" will be the billing cycle that is at least 30 days following the execution date of the Plan Administration Fee Schedule (i.e., a January 15 execution date would trigger a March 1 billing date).

Required Provider Fees: Plan Sponsor further agrees and stipulates that each authorized investment product provider is required to pay the fees described herein directly to TSA unless otherwise modified by the Plan Sponsor upon notice to the investment product provider. Each authorized provider must agree to the fee schedule set forth herein as a condition of participation under the Plan(s).

Method of Payment: Investment Product Providers shall remit the fees described herein in a timely manner and according to a reasonable method of remittance as determined by TSA.

Basis for Invoicing - Provider Fees: TSA shall bill each Investment Product Provider monthly according to the number of participants that maintain one or more accounts under the Plan. The actual number of participant accounts will be determined according to the participant data files generated by the Provider as required under the Investment Provider Service Agreement between the Plan Sponsor and the Provider.

Provider Discretion - Investment Product Pricing: The Plan Sponsor intends to maintain a high quality array of investment products and providers under the Plan for the benefit of participants. Plan Sponsor recognizes and agrees that Providers have sole discretion regarding the pricing of their investment products and the generation of revenue models sufficient to offset expenses related to participation in the Plan Sponsor Plan.

Plan Sponsor Reports: TSA shall be responsible for submitting reports to the Plan Sponsor regarding fees assessed to and collected from Investment Product Providers. TSA shall not attempt to collect any fees from Investment Product Providers other than those expressed in this fee schedule.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representatives.

PLAN SPONSOR:
Warren County School District

ADMINISTRATOR:
TSA CONSULTING GROUP, INC.

By: _____

By: James Williamson

Title: _____

Title: Senior VP, Chief Financial Officer

Execution Date: _____

EXHIBIT A-3

EPARS Subscription Agreement - Section I

TSA Consulting Group, Inc. is owner of a software product known as Electronic Process for Automated Remittance Services or "EPARS," which, among other things as of the date set forth on the Adoption Form, is designed to support and facilitate: (i) the input and transmittal of Employer and/or Participant Data, and (ii) the transfer of Employer and/or Participant Contribution Remittances through banking institutions as regulated by the Federal Reserve System, as licensed pursuant to this Schedule.

1. **Definitions** The following definitions are used in this Schedule as defined below:

"Subscription Adoption Agreement" shall mean Section II outlining the specific administrative guidelines selected by the Licensee with regard to the transmission of Employer and Participant Data and Contribution Remittances to Authorized Provider Companies, error correction and transaction fees applicable to the Authorized Provider Companies and/or the Licensee.

"Authorized Provider Companies" shall mean any organization authorized by the Employer to provide products and/or services pursuant to an established Employer benefit program.

"Bank Transfer Agent" shall mean the bank listed in section 8 below, "Bank Transfer Agent" and subsequently responsible for the transfer of data and funds received from the Licensee to Authorized Provider Companies.

"Contribution Remittances" shall mean monetary employer contributions and/or employee contributions to Authorized Provider Companies or payments to Designated Entities.

"Designated Entities" shall mean any person, organization or governmental agency to whom the Licensee or Employee is bound by authorization or legal order to remit payments.

"Employer Data" shall mean information specific to the Licensee and pertinent to the accurate remittance of Employer or Participant remittances.

"Licensee" shall mean the Employer/User of the EPARS software product.

"Participant" shall mean the Employee for whom payroll deduction or reduction remittances are processed or for whom Employer Contribution Remittances are made.

"Participant Data" shall mean information specific to the Participant and pertinent to the accurate remittance of Employer or Participant remittances.

"Transaction" shall mean any transmission initiated by the Employer via EPARS in which a Contribution Remittance and Employer and Participant Data is delivered to an Authorized Provider Company.

2. **Restrictions on Use** Licensee shall only use the Licensed Materials for its own internal business purposes. Without derogating the generality of the foregoing, (i) Licensee shall not use or allow others to use the Licensed Materials in a multiple-use arrangement or as a part of a service bureau without the prior written consent of TSA Consulting Group, Inc.

3. **Licensee's Obligations**

- a) Licensee is obligated to abide by the EPARS Adoption Agreement provisions selected by the Licensee during the term of the Subscription Agreement.
- b) The Licensee acknowledges that the provisions of the Adoption Agreement must be congruent with the policies and guidelines established for the employee benefit programs supported by EPARS.
- c) The Licensee acknowledges the role and responsibilities of TSA Consulting Group to install and maintain the EPARS software for the Licensee and the need for the Licensee to communicate changes regarding Authorized Provider Companies or bank relationships to TSA Consulting Group on a timely basis.
- d) The Licensee acknowledges the need to communicate with both TSA Consulting Group and Authorized Provider Companies regarding the resolution of errors or omissions that may occur during the Licensee's preparation and submission of Employer and Participant Data or the application of the Employer and Participant Data by the Authorized Provider Company.

4. **Licensed Software Limitations** Neither TSA Consulting Group nor the Bank Transfer Agent guarantees that remittances will be credited to participant accounts within any specified period of time after transfer of the data and funds to Authorized Provider Companies. Licensee acknowledges the role and responsibilities of the Licensee with respect to the use of EPARS and the preparation of Employer and Participant Data and the role and responsibilities of the Authorized Provider Companies regarding the proper application of data and funds transferred using EPARS.

5. **Use of Licensed Software** Licensee will use the Licensed Software to submit Employer and Participant Data to the Bank Transfer Agent and Authorized Provider Companies. Licensed Software is intended to allow the Licensee to transfer bundled Employer and Employee Data via a secure Internet site to Authorized Provider Companies. The Licensed Software will separate Employer and Participant Data and transfer said Data specific to each Authorized Provider Company. The Licensed Software will also allow the Licensee to provide instructions to the Bank Transfer Agent regarding funds transfer to each specific Authorized Provider Company.

6. **Compliance with Law** Licensee understands that it is responsible for complying with any applicable federal, state or local statutes, regulations or ordinances governing or regulating the remittance of Employer and Participant Data and Contributions.
7. **Recordkeeping** Licensee acknowledges and agrees that it may be required to maintain records of certain data pursuant to federal or state laws and regulations. Licensee understands and agrees that: (i) it bears sole responsibility for such obligation; (ii) it may need to download data into its own systems storage facilities or print out hard copies of such data from the Licensed Software in order to generate or obtain information necessary to meet such recordkeeping requirements; and (iii) in no event will TSA Consulting Group be responsible for maintaining any such data for Licensee. TSA Consulting Group will make every reasonable attempt to assist the Licensee in the maintenance and retrieval of records pertaining to Employer and Participant Data and Contribution Remittances.
8. **Bank Transfer Agent** TSA Consulting Group, Inc. assumes sole responsibility for the maintenance of EPARS. Therefore, the Bank Transfer Agent may be changed at any time as deemed necessary by TSA Consulting Group, Inc. to ensure the proper function and viability of EPARS. Notice of any changes shall be forwarded to the Employer and Authorized Provider Company at least 30 days prior to the effective date of any changes.

Designated Bank Transfer Agent

Wells Fargo, N. A.
Treasury Services Department
225 Water Street, 2nd Floor FL0120
Jacksonville, FL 32202

9. **Restrictions** Licensee shall not directly, or permit others to: (i) disassemble, decompile or otherwise derive source code from the Licensed Software; (ii) reverse engineer the Licensed Software or the services; (iii) copy the Licensed Software; (iv) use the Licensed Software or services in any manner that infringes the intellectual property or other rights of another party; or (v) transfer the Licensed Software or any copy thereof or access to the Services to another party without the express prior written consent of TSA Consulting Group.
10. **Term and Termination** This Agreement is effective upon the Licensee's assent to its terms and conditions and shall continue for the period agreed upon by the Licensee and TSA Consulting Group. This Agreement may be modified, amended only by a written amendment signed by both parties hereto. This Agreement may be terminated, without cause, by either party upon 60 days written notice to the other party. No modification, amendment, or termination of this Agreement shall affect the liability of either party incurred prior to such event.
11. **Assignment** Some or all of the rights and duties of TSA hereunder may be assigned to an affiliate, or to any successor through merger, reorganization, or sale of assets. Some duties of TSA may be performed by others under subcontract, without the release of TSA for responsibility for such services. Otherwise, no party may assign this agreement nor any rights or duties hereunder without the prior written consent of the other party.
12. **Confidentiality** All data processed through EPARS is considered confidential, including, without limitation, the information pertaining to the Licensed Software. The Licensee and TSA Consulting Group agree to hold all data and information in confidence both during the term of this Agreement and thereafter. The parties further agree, unless required by law, not to make data or information available in any form to any third party for any purpose other than the implementation of this Agreement.
13. **Survival** If any provision of this agreement shall be held or declared to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable provisions shall not affect any other provision of this agreement, and the remainder of this agreement shall continue in full force and effect as though such provisions had not been contained in this agreement. If the scope of any provision in this agreement is found to be too broad to permit enforcement of such provision to its fullest extent, the parties consent to judicial modification of such provision and enforcement to the maximum extent permitted by law. Any provisions of this Agreement that contemplate their continuing effectiveness, including, without limitation, Sections 4, 6, 7, 8, 9 and 11 shall survive any termination of this Agreement.

EXHIBIT A-3.1**EPARS Subscription Adoption Agreement Section II**

The Agreement (Agreement) sets forth the administrative guidelines selected by the Licensee with regard to the transmission of Employer and Participant Data and Contribution Remittances to Authorized Provider Companies (APC), error correction and transaction fees applicable to the Authorized Provider Companies and/or the Licensee.

I. Licensee: Name: Warren County School District
Address: 185 Hospital Dr
North Warren, PA 16365

EPARS Guidelines:**A. Transmission of Employer and Participant Data**

The Licensee requires Authorized Provider Companies to accept data in the following manner(s):

EPARS transmission to APC secure File Transfer Protocol (FTP) site.
APC retrieval of Data from EPARS secure FTP site.
Encrypted e-mail or attachment to data transmitted to APC.

Contribution Remittance/ Funds Transmittal Requirements

The Licensee requires Authorized Provider Companies to accept Contribution Remittance Funds in one of the following methods:

ACH transfers of funds to APC bank. (Direct Deposit) and/or
Paper check mailed to APC via regular mail (Digital Signature Required)

Signature

By: _____

Name: _____

Title _____

Date: _____

EXHIBIT B

In accordance with the Agreement between TSA and the Warren County School District, the following information and services will be provided by the Plan Sponsor to TSA;

1. All available data necessary to complete the services provided by TSA as outlined in Exhibits A-1, A-2, A-2.1, A-3 and A-3.1. Such data shall include, yet not be limited to, Plan Sponsor policies and procedures regarding all qualified plans offered by the Plan Sponsor, participating vendor information, employee data pertinent to MAC calculations to the extent possible for current and prior years' service, and all additional information deemed necessary to complete the scope of work as defined by the Agreement. Data required for MAC calculations shall be supplied electronically by the Plan Sponsor in a format mutually agreed upon by both parties to the Agreement.
2. Distribution of all employee and worksite materials on a timely basis.
3. All other appropriate, commonly accepted, efforts necessary to develop and maintain compliance with existing or amended Internal Revenue Codes regarding the retirement plans offered by the Plan Sponsor.
4. The Plan Sponsor shall require all providers of investment products and services to the retirement plans to cooperate with TSA by providing any information needed to complete the terms of this Agreement.
5. The Plan Sponsor shall instruct staff to cooperate fully with TSA regarding the compliance review and in obtaining all necessary information for TSA to complete the duties described in this Agreement. The Plan Sponsor realizes that any delay in providing data and information to TSA may impede completion of services as described in this Agreement.

EXHIBIT C

BASIS OF REMUNERATION: Annual compensation for services provided by TSACG subject to the Agreement shall be invoiced at stated rate including an initial setup fee in the first year.

Standard Fees for all services listed in the **Compliance Edge® Program**:

Comprehensive Program - **The Compliance Edge®**
Total Cost of basic services

- All services described in Exhibit A of this contract-

\$2.00 per Plan Participant* billed monthly to authorized investment providers.

***"Participant" is defined as any individual who maintains one or more accounts with assets under the Plan.**

All services shall be billed monthly beginning December 1, 2013 at the equivalent rates shown above.

Warren County School District

TSA CONSULTING GROUP, INC.

By: _____

By: Janet Williamson

Name: _____

Name: Janet Williamson

Title: _____

Title: Senior VP, Chief Financial Officer

Date: _____

Date: _____

ADOPTION AGREEMENT

Warren County School District hereby adopts the 403(b) Plan Document (the "Plan") for Public Education Organizations as modified by this Adoption Agreement and agrees that the following provisions shall be incorporated as part of the Plan document.

EMPLOYER INFORMATION

Name of Employer: Warren County School District

Federal Tax ID: _____

Employer's Address: 185 Hospital Dr
North Warren, PA 16365

Primary Telephone Number: 814-723-6900

Extension: _____

Secondary Telephone Number: _____

Extension: _____

Primary Contact Person: Jim Grosch

Primary E-mail: groschj@wcsdpa.org

Secondary Contact Person: _____

Secondary E-mail: _____

Fax: _____

Type of Organization:

☒ K-12 Public School ☐ Community College ☐ Public College/University

Note: If Employer is not a public education organization, this document may not be used.

PLAN INFORMATION

1. **Name of Plan:** Warren County School District 403(b) Plan

2. **Effective Date:** This Adoption Agreement:

☐ Establishes a Plan effective as of _____ (the "Effective Date") and is the first 403(b) plan document established by the Employer.

☒ Amends and restates a previously established 403(b) Plan document of the Employer. The effective date of this amended Plan is October 1, 2013 (the "Effective Date").

Default Construction Rule: If no box is checked, that feature is NOT included in the Plan.

3. **Eligibility:** Under the Plan document, ALL common law employees except student teachers are immediately eligible to make contributions under the Plan, unless an exception is indicated below. Eligibility for Employer Contributions is based on applicable employment agreements or collective bargaining agreements to which an employee is subject, or as determined by the Employer from year to year.

Employers that participate in External Plans may have additional eligibility requirements established by the plan(s). See Appendix 3 and/or 3A for additional conditions, if any, applicable to ORP contributions and Appendix 4 for additional conditions, if any, applicable to FICA Alternative Plan contributions.

The following employees are excluded from participating in the Plan:

☐ Employees who normally work fewer than _____ hours per week (must be 20 or less and generally equivalent to 1,000 hours or less in a working year except as otherwise provided under applicable 403(b) regulations).

☐ Employees who are participants in another plan sponsored by the Employer that permits salary reduction contributions described under Section 403(b)(12)(A) of the Code.

Note: Excluding any employees will greatly increase the risk of violating the "universal availability" requirements of Section 403(b)(A)(ii) of the Code which may result in complete Plan failure.

4. Contributions:

Employee Contributions (in addition to pre-tax Elective Deferrals):

- ☐ Roth 403(b) Contributions are NOT permitted under the Plan.
- ☒ Roth 403(b) contributions to the Plan are permitted on or after a specific date determined solely by the Plan Sponsor and upon written communication to the plan administrator and each provider of Roth investment products. If Roth 403(b) Contributions are permitted to the Plan, direct rollovers from other Roth 403(b) or Roth 401(k) plans are ☐ are not ☒ accepted into the Plan.

Employer Contributions, if any:

- ☐ No Employer Contributions will be made.
- ☒ Employer Contributions will be made in accordance with applicable employment agreements and collective bargaining agreements, or as may be determined from year to year by the Employer.
- ☐ Other (Describe) _____

5. 15 Years of Service Catch Up Contributions: The Plan will ☐ or will not ☒ permit employees with 15 years of service with the Employer that satisfy the conditions for the Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service (Section 3.2 of the Plan) to increase their Elective Deferrals limitation.

6. Investment Options: Any Annuity Contracts and/or Custodial Accounts that meet the requirements of Section 403(b) of the Code offered by the organizations listed on Appendix 1 are authorized as Vendors under the Plan.

7. Exchanges Within the Plan: The Plan will ☒ or will not ☐ permit Participants to make Exchanges. If permitted, Exchanges may occur between:

- ☐ Those Vendors listed on Appendix 1 only (Vendors authorized to maintain current payroll slots).
- ☒ Those Vendors listed on Appendix 1 and from Vendors not listed on Appendix 1 to Vendors listed on Appendix 1. Exchanges to Vendors not listed on Appendix 1 are not permitted.
- ☐ Those Vendors listed on Appendix 1 and any other Vendor offering annuity contracts and/or custodial accounts that satisfy the requirements of Section 403(b) of the Code and execute the information sharing agreement provided by Employer for purposes of satisfying applicable compliance requirements. Administrator will maintain a list of Vendors that have executed information sharing agreements and will make this list available to Vendors (Appendix 2).

8. Transfers Into the Plan: The Plan will ☒ or will not ☐ accept Transfers from another employer's 403(b) plan.

9. Transfers From the Plan: The Plan will ☒ or will not ☐ permit Transfers from the Plan to another employer's 403(b) plan, if requested by a former Participant.

10. Financial Hardship Distributions: Hardship Distributions are ☒ or are not ☐ available under the Plan.

11. Loans: Loans are ☒ or are not ☐ available under the Plan subject to availability and any additional conditions that may apply under a Participant's 403(b) Individual Agreement(s).

Note: The Plan prohibits loans to any Participant who has previously defaulted on a loan from any retirement or deferred compensation plan sponsored by the Employer.

403(b)/457(b) Investment Provider Service Agreement

WHEREAS the Warren County School District (the "Plan Sponsor") maintains the following retirement plan(s) ☒ 403(b) ☐ 457(b) (the "Plan") and wishes to offer multiple investment products and services to participants in the Plan and,

WHEREAS the insurance company, mutual fund provider or the mutual fund provider's custodian (the "Provider") designated on the signature page of this Agreement ("Agreement") has offered to provide annuities and/or custodial accounts ("Accounts") that qualify under IRC Sections 403(b) and/or 457(b) to participants under the Plan; and

WHEREAS the Plan Sponsor has named or will name the Provider as an authorized product provider under the Plan's document.

The parties agree to the following:

PROVIDER DUTIES AND RESPONSIBILITIES. The Provider:

1. Accounts: Be responsible, with respect to Provider Accounts, for:
 - a. Conforming to the terms of the Plan to the extent the Plan does not enlarge the Provider's obligations under its contracts (provided, however, that the Provider shall only be responsible for conforming to such terms as have been provided in writing, either by provision of a copy of the most recent Plan Document, or by provision of written explanation or interpretation of Plan terms by an authorized Plan representative), and executing all transactions related to Plan Accounts under applicable regulations established by the Internal Revenue Service (IRS) including, but not limited to, all contributions, distributions, transfers, QDROs, exchanges and rollovers allowable under the Plan and subject to the prior approval of the Plan Sponsor or the designated plan administrative service provider ("Administrator"). **Current Plan Document and Adoption Agreement included as Attachment A.**
 - b. Reporting applicable state and federal income tax for all distributions from Plan Accounts;
 - c. Notifying all participants of required minimum distributions under IRS regulations;
 - d. Providing required notices of rollover options to Participants upon a request for an eligible rollover distribution.
 - e. Processing corrective distributions of excess deferral contributions and properly track, report and/or distribute excess 415(c) contributions in accordance with applicable IRS regulations where such excess distributions have been identified by the Plan Sponsor or the Administrator;
 - f. Providing all participant account information relevant to the Plan to the Plan Sponsor or the Administrator electronically every 30 days, or at a frequency agreed to by both parties, and in the event of a federal or state income tax audit.
2. Forms: Utilize the standardized Salary Reduction Agreement (SRA) and any other supporting enrollment documents provided by the Plan Sponsor.
3. Investment Products: Market only the specific investment product(s) and services authorized by the Plan Sponsor. Any modifications to authorized investment products must be presented to and approved by the Plan Sponsor prior to any offering under the Plan.
4. Solicitation: Comply with all written directives regarding the solicitation of employees of the Plan Sponsor.
 - a. Appropriate State and /or Federal licensure for insurance and/or securities products,
 - b. State permits or registration as required for visitation at public school locations,
 - c. Business Errors and Omissions coverage of \$1,000,000 minimum.
5. Plan Administration Fees: Agree to remit Plan Provider fees set forth on Attachment A, if any, on a timely basis as assessed by the Plan Sponsor and/or Administrator. Changes to such fees shall not be binding on Provider without Provider's advance written consent in the form of a written amendment to this Agreement.
6. Indemnification: Agree to indemnify and hold harmless the Plan Sponsor, including any individual member of the governing board, and Employees acting in their official capacity from every claim, demand or suit which may arise out of, or be made by reason of the failure of the Provider to meet the requirements of this Agreement only to the extent such losses are the result of the Provider's intentional wrong doing or its negligent actions or omissions. Notwithstanding the preceding sentence, this indemnification shall not cover any claim, demand or suit based on erroneous information provided by the Plan Sponsor, its affiliates or designated representatives or Employees or their willful misconduct or negligence. Provider, at its own expense and risk, and at its option, may assume the defense of and/or settle any court proceeding that may be brought against the Plan Sponsor, including members of the governing board, and Employees acting in their official capacity, on any claim, demand or suits covered by this indemnification, and shall satisfy any judgment that may be rendered against any of them with respect to any such claim or demand, provided that Plan Sponsor notifies Provider, in writing, within twenty (20) business days of receipt of such claim or demand. Provider's liability hereunder shall be limited to actual damages and reasonable out-of-pocket legal fees and expenses only.
7. Privacy: Provide to the Plan Sponsor, and upon request, to any employee or Plan participant, documentation of Provider's privacy policies.

PLAN SPONSOR DUTIES AND RESPONSIBILITIES. The Plan Sponsor shall:

1. Plan Document: Certify that it is eligible to offer programs under IRC Section 403(b) and/or 457(b) and maintain a written plan in accordance with applicable Internal Revenue Service (IRS) regulations and that among other provisions will name the Provider as an authorized vendor of products for participants, subject to Provider's execution of and compliance with this Agreement.
2. Investment Providers: Identify and make available to all employees and providers a current list of authorized vendors of product available under the Plan.
3. Contributions: Transmit all contributions to Provider in a manner designed to ensure accurate crediting to participant Accounts on a timely basis and consistent with applicable IRS regulations;
4. Plan Sponsor Contributions: Transmit and provide a listing of any participants for which the Plan Sponsor makes non-elective employer contributions and the amounts allocated to each participant with each remittance.
5. Administrator: Agree to notify the Provider of any specific administrative responsibilities that are allocated to Administrator and, by so notifying Provider, authorize the Provider to share necessary plan information with Administrator in a manner consistent with applicable IRS regulations and requirements under this Agreement and to follow instructions provided to Provider by Administrator as a representative of the Plan Sponsor.

BOTH PARTIES AGREE that the following terms and conditions are included as part of this Agreement:

1. Information Sharing: That each party, or their authorized representatives, shall exchange information necessary for compliance with the requirements of IRC Section 403(b) and/or 457(b) and any other applicable laws and regulations. Information includes, but is not limited to information on employment status, contributions and transactions made to or from other contracts/accounts under the Plan, information on other exchanges, loans and hardship withdrawals (as permitted under the 403(b) Plan) or unforeseen financial emergency withdrawals (as permitted under the 457(b) Plan), qualified domestic relations orders, transfers and any other information necessary to facilitate activities permitted under the terms of the 403(b) and/or 457(b) Plan or tax compliance and reporting.
2. Exclusive Services. Except as otherwise agreed to in writing between the parties, this Agreement and the underlying agreements establishing the Accounts are the exclusive arrangement between the parties for services under the Plan and the terms of this Agreement do not extend beyond this Agreement. Neither party shall have any other obligations or liabilities not specified herein unless otherwise agreed to in writing.
3. Confidentiality: Each party shall maintain the confidentiality and/or privacy of all information about participants or employees provided by the Plan Sponsor, Administrator or Provider. All information shared or exchanged between Plan Sponsor, Administrator and/or Provider relating to activities required under this Agreement shall only be communicated to the Provider, Plan Sponsor or Administrator unless otherwise required by law, valid court order or as may be required as part of an inquiry or audit by a governmental regulatory agency.
4. Not Legal Advice. The parties agree that no service provided by the terms of this Agreement or under the Plan is to be construed as individual legal or tax advice to participants, nor to either party.
5. Term of the Agreement. This Agreement shall continue from year to year unless terminated by either party, in writing, by no less than sixty (60) days written notice.
6. Applicable Law. This Agreement shall be construed under the laws of the state where Plan Sponsor's principle office resides, unless pre-empted by federal law. Any litigation with respect to the terms or conditions of the Agreement will be conducted under such state's jurisdiction and the parties agree that venue lies therein.
7. Severability. Each party agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect. If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

By executing this Agreement, dated October 1, 2013 each party acknowledges that it has read this Agreement and agrees to its terms.

AGREED TO:

Plan Sponsor: Warren County School District
Address: 185 Hospital Dr
North Warren, PA 16365

Service Provider:
Address:

By: _____
Authorized Representative

By: _____
Authorized Representative

Title: _____

Title: _____



CLIENT INFORMATION

Please provide the following information so that we may serve you in the best manner.

Name of Entity: _____

Mailing Address: _____

Physical Address: _____
(if different)

Federal Employer # _____

Primary Contact Person _____, Title _____

Phone and Extension _____, Ext. _____

E-mail _____

Secondary Contact _____, Title _____

Phone and Extension _____, Ext. _____

E-mail _____

Payroll Contact _____, Title _____

Phone and Extension _____, Ext. _____

E-mail _____



403(b)/457(b) Plan Information for Employees

The administrator of our 403(b) and/or 457(b) retirement plan has changed. TSA Consulting Group, Inc. (TSACG) will assume the role of plan administrator effective October 1, 2013. Employer Admin Services, Inc. (former plan administrator) is transitioning all duties to TSA.

On behalf of your employer, TSACG will be responsible for the approval process of transactions such as Distributions, Exchanges, Transfers, Loans, and Rollovers. Upon reviewing submitted paperwork to ensure that the transaction complies with IRS regulations, TSACG will forward approved paperwork to your authorized investment product provider who will complete the transaction by disbursing funds directly to you or directly to an account specified by you.

Effective October 1, 2013, please forward all requests for plan distribution transactions directly to TSACG. All transaction requests must be accompanied by a Transaction Routing Request Form available online at www.tsacg.com.

Good News! All participants that include an e-mail address on the Transaction Routing Request form will receive an e-mail from TSACG when the request is received by TSACG as well as an e-mail when the request has been processed.

A message from TSACG:

The goal of TSACG is to efficiently facilitate the process for you, the participant, as well as your employer, the plan sponsor, and your investment product provider. We have listed the steps required for approval of transactions that you may wish to have processed. **Carefully reviewing this information and submitting the correct, completed documentation will help ensure that your request will be processed as quickly as possible.** If you have questions while preparing documentation, a TSACG representative can be reached at 1-888-796-3786 ext. 4. Information is also available by visiting our Web site, <https://www.tsacg.com>. Please note that TSACG is not an investment product provider, and we cannot give investment advice. For questions regarding your investments, please contact your investment product provider or financial advisor.

403(b) Transaction Processing:

All transactions require a Transaction Routing Request form, which can be obtained from <https://www.tsacg.com>. The Transfer Routing Request Form provides important information regarding your request and is vital to ensuring proper processing.

Distributions:

Depending upon the provisions included in your employer's plan, distribution transactions may include any of the following: loan, transfer/exchange, rollover, hardship withdrawal, or cash distributions. Each investment product provider requires their own form to be submitted. You may request distributions by completing the necessary forms obtained from your investment product provider, other necessary documentation as indicated below and submitting all completed documents to TSACG for processing.

Transaction Requested	Forms needed for Processing
Contract Exchanges, incoming and outgoing	Submit complete investment provider paperwork for transaction and the following form: *Completed Transaction Routing Request form (including Box B)
403(b) Hardship Withdrawals	Submit complete investment provider paperwork for transaction and the following forms and/or documentation: *Completed Transaction Routing Request form *Completed Hardship Withdrawal Disclosure form *Evidence of expenses equal or more than amount requesting <i>Please verify that you have completed Box A on the form if you are submitting a transaction for a Financial Hardship Withdrawal.</i> <i>Please note that evidence of expenses MUST be provided for approval of request.</i>
457(b) Unforeseen Emergency Withdrawals	Submit complete investment provider paperwork for transaction and the following forms and/or documentation: *Completed Transaction Routing Request form *Completed 457 Unforeseen Emergency Disclosure form *Evidence of expenses equal or more than amount requesting <i>Please verify that you have completed Box A on the form if you are submitting a transaction for a 457(b) Unforeseen Emergency Withdrawal..</i> <i>Please note that evidence of expenses MUST be provided for approval of request.</i>
403(b) and 457(b) Loan Withdrawals	Submit complete investment provider paperwork for transaction and the following form: *Completed Transaction Routing Request form (including Box C)
Rollovers and/or 403(b) and 457(b) Cash Withdrawal (due to qualifying event only)	Submit complete investment provider paperwork for transaction and the following form: *Completed Transaction Routing Request form (including Box A)

Important: If your rollover or withdrawal request is due to the qualifying event of separation from service your termination date must be verified by your employer.

Submitting Transaction Requests:

All transaction requests should be submitted to TSACG for processing via fax, mail, or email:

TSA Consulting Group, Inc.
Attn: Participant Transactions Department
28 Ferry Rd SE
Fort Walton Beach, FL 32548
Fax: 1-866-741-0645
Email: recordkeeping@tsacg.com

TSACG wants to assist you in the most efficient manner possible. Carefully reviewing all documentation, verifying that you have signed all necessary forms, and verifying that you have included any necessary evidence will help us to reach this goal and avoid delays that are caused by incomplete documentation. Our customer service representatives are available to assist you at 1-888-796-3786 option 4 or recordkeeping@tsacg.com. Please note that the Participant Transactions Department's hours of operation are Monday - Thursday, 7:00AM - 7:00 PM (CST) and Friday 7:00AM - 4:30 PM (CST).

Participation in the 403(b) plan is voluntary and should be based on your financial objectives and resources. Individual investment strategies should reflect your personal savings goals and tolerance for financial risk. You may want to consult a tax advisor or financial planner before enrolling. Your Employer and TSACG are not liable for any loss that may result from your investment decisions.