

**THIRD PARTY ADMINISTRATOR
SERVICE AGREEMENT**

I. PARTIES

THIS THIRD PARTY ADMINISTRATOR SERVICE AGREEMENT (“Agreement”) is entered into on the Effective Date set forth below between **Wright Retirement Services, L.L.C.** (“WRS”), and both **Florida Housing Finance Corporation** and **Florida Housing Finance Corporation Defined Contribution (401a) and Deferred Compensation (457) Plans**. [Plan Sponsor and Plan] are sometimes hereafter collectively referred to as “Client.” **Kirstin Helms** (“Fiduciary”) is a fiduciary of the Plan that has the authority to cause the Plan to enter into, extend or renew this Agreement. **Client** acknowledges the services and compensation described in this Agreement were disclosed to Fiduciary reasonably in advance of the date on which this Agreement is entered into.

II. RECITALS

This Agreement is entered into effective **as of the date the last party signs** with reference to the following:

A. **Client** sponsors the **Florida Housing Finance Corporation Defined Contribution (401a) and Deferred Compensation (457) Plans** (the “Plan”) that are qualified under section 401(a) of the Internal Revenue Code of 1986 (the “Code”). Assets of the Plan are held in the investment vehicle or combination of investment vehicles at **John Hancock**.

B. **WRS** provides services for retirement plans such as the Plan. **Client** engaged **WRS** to provide to the Plan the services described in this Agreement beginning with the Plan year ending December 31 2015.

III. SERVICES TO BE PROVIDED AND COMPENSATION TO BE RECEIVED BY WRS

A. Plan Installation, Amendment, Takeover and Termination Services

1. Plan Installation Services:

If **Client** requests, **WRS** will work with **Client** and/or **Client’s** advisor (financial advisor / legal counsel / CPA / etc.) to implement and assist **Client** in adopting a retirement program to meet **Client’s** objectives.

2. Preparation of Plan and Trust Documents:

WRS maintains both an IRS-approved volume submitter and an IRS-approved prototype plan document for defined contribution plans. If **Client** requests, **WRS** will prepare a plan and trust document for **Client’s** review and signature (fees detailed in Appendix A). In addition to the plan and trust document, **WRS** will prepare the following forms/notices, if applicable:

- Summary Plan Description
- Action by Unanimous Consent of Board of Directors or Members / Confirmation of Sole Proprietor to adopt/restate Plan
- Annual Safe Harbor Notice
- Annual Automatic Deferral Notice
- Annual Qualified Default Investment Alternative Notice
- Salary Deferral Election
- Beneficiary Designation
- IRS Form SS-4 (Application for Employer Identification Number) solely for the purpose of obtaining a Trust ID

Client is ultimately responsible, as the ERISA Plan Administrator, for administering the Plan and, therefore, must be familiar with its terms. **WRS** is not a law firm. Accordingly, we strongly recommend that any

documents prepared by **WRS** are reviewed by **Client's** legal counsel and that any changes requested by counsel are communicated to **WRS**.

3. Preparation of Mandatory IRS Restatements:

If **Client** elects to have **WRS** prepare the plan and trust documents as discussed in Section III.A.2, the IRS will require that the pre-approved document prepared by **WRS** is restated under a fixed remedial amendment period cycle (approximately every 6 years based on federal cycle and not related to timing of most recent adoption/restatement of **Client's** retirement plan). Prior to the end of each respective remedial amendment period cycle, **WRS** will prepare a restated plan and trust document for **Client's** review and signature (fees detailed in Appendix A). In addition to the plan and trust document, **WRS** will prepare a Summary Plan Description ("SPD") for distribution to **Client's** employees along with a Unanimous Consent or Confirmation of Action Taken as detailed in Section III.A.2.

4. Plan Amendments:

A. Interim Amendments – Plan Document Maintenance:

The IRS will periodically require that interim model amendments are adopted to reflect plan qualification changes related to newly effective legislation or recently issued treasury regulations. If **Client** elects to have **WRS** prepare the plan and trust documents as discussed in Section III.A.2, **WRS** will automatically prepare and provide Plan interim amendments and other documents associated with Plan interim amendments for review and approval by **Client** and its legal counsel (fees detailed in Appendix A). **Client** agrees to present any and all such amendments to its own counsel for review and approval before execution of any such amendment or other document.

In addition, where appropriate or required, **WRS** will prepare and provide to **Client** a Summary of Material Modifications ("SMM") to the Summary Plan Description to reflect the changes made by the Plan amendment.

B. Discretionary Amendments:

If **Client** elects to have **WRS** prepare the plan and trust documents as discussed in Section III.A.2 and **Client** requests a Plan discretionary amendment (generally defined as a modification to the plan terms not otherwise required by the IRS), **WRS** will work with **Client** and/or Client's advisor (financial advisor / legal counsel / CPA / etc.) to implement and assist **Client** in adopting a discretionary amendment to meet its then current objectives. **WRS** will prepare and provide Plan discretionary amendments and other documents associated with Plan discretionary amendments for review and approval by **Client** and its legal counsel (fees detailed in Appendix A). **Client** agrees to present any and all such amendments to its own counsel for review and approval before execution of any such amendment or other document.

In addition, where appropriate or required, **WRS** will prepare and provide to **Client** a Summary of Material Modifications ("SMM") to the Summary Plan Description to reflect the changes made by the Plan amendment.

5. Plan Takeover and/or Change of Recordkeeper:

When taking over the third party administration responsibilities of an existing plan and/or working with a current **Client** on a change of recordkeeper, **WRS** will need to coordinate the transfer of current and historical information with **Client** and its advisors (financial advisor / legal counsel / CPA / etc.). This will involve obtaining current plan documentation and prior administration records, reviewing the information received and data gathering the records into our administration systems (fees detailed in Appendix A).

WRS's sole purpose in reviewing the information for prior years is to collect the data that impacts the work we will be performing for **Client**. **WRS** will accept this information as correct and complete, and will not

audit those records for accuracy, compliance with government requirements, or consistency. Further, **WRS** is not responsible for errors or omissions made during the time prior to our engagement, or for those which may result from our reliance on these prior records.

6. Plan Termination:

Upon the request of the **Client**, **WRS** will prepare the documents needed to terminate the Plan. This generally includes an amendment to the plan, an action by the **Client** to adopt this amendment, and any required notice to the employees or plan participants.

If requested by **Client**, **WRS** will prepare the necessary documents to enable **Client** to formally apply for the issuance of a determination letter from the IRS. Please note that the law requires that your plan is brought up to date with all legislation enacted and regulations issued as of the date of termination. The sole method to ensure that your plan is updated to the satisfaction of the IRS is through the submission of an application for a determination letter. If you do not elect to file for a determination letter, **WRS** will do its best to ensure that the documents comply with the aforementioned legislative changes; however **WRS** is not responsible if an IRS examiner determines on audit that the Plan was not completely up-to-date on termination.

Further, upon confirmation of the complete distribution of all assets under the Plan, **WRS** will prepare a final annual return/report (i.e., Form 5500) for **Client's** signature.

7. Compensation or Fees to be Received by WRS in Connection with Plan Installation, Restatement, Amendment and Termination Services:

Compensation to be paid to **WRS** by the **Client** and/or the Plan in connection with Plan Installation, Restatement, Amendment and Termination Services is described in the attached Appendix A. In addition to that compensation, **WRS** may also be eligible to receive compensation for its plan installation services from certain financial institutions (compensation program detailed in Appendix B).

Payments received by **WRS** from certain financial institutions will offset compensation to be received by **WRS** from **Client** relative to **WRS's** Annual Administration Services.

B. Annual Administration Services

1. Services to be Provided:

WRS will request information from **Client** generally during the last month of **Client's** plan year or shortly thereafter. This information will include a request for: employee census data, updated information about the **Client** and any potentially related employers, contribution information and trust accounting for the plan year. **WRS** reserves the right to request additional data which it deems necessary to complete the services outlined below. Regardless of when the requested data is received, **WRS** will make every attempt to complete its range of services within an administratively feasible timeframe meant to enable **Client** to meet its applicable deadlines. However, **WRS** is not responsible for and will not be liable for meeting any deadlines relative to the Plan that may occur within the 60 day period following receipt of the foregoing information from **Client**. **Further, Client** acknowledges that it is responsible for providing complete and accurate data, without which it is impossible for **WRS** to provide accurate calculations. **WRS** is entitled to rely on all information provided by **Client**, and is under no duty to audit or otherwise verify the accuracy of that information.

Following receipt of information provided by **Client**, **WRS** will present **Client** with a valuation report and related documents detailing the results of the following services, if applicable:

Recordkeeping and Administration

- Verification of participant eligibility and dates of entry (it is **Client's** responsibility to notify **WRS** if the dates of entry applied by the **Client** during the plan year do not agree with the dates indicated on **WRS's** report)
- Calculation and allocation of Employer contributions
- Allocation of forfeitures
- Reconciliation of participant accounts to statement of assets
- Assistance with correction of deposit/allocation errors
- Calculation of vesting
- Preparation of participant benefit and/or account statements
- Process participant distribution requests, prepare the necessary forms for signature and generate necessary documents for the distribution, and for approval of the distribution by **Client**
- Process participant hardship withdrawal requests and assist **Client** in applying the terms of the Plan to determine whether and to what extent a participant is entitled to a hardship withdrawal under the terms of the Plan under the circumstances
- Process participant loan requests, including preparation of amortization and repayment schedules, calculation of maximum loan amounts, and preparation of forms and paperwork required in connection with Plan loans, if necessary under the applicable investment platform
- Process tax withholding through the IRS Electronic Federal Tax Payment System, if requested
- Assist **Client** in the review of a domestic relations order to determine if the order is a Qualified Domestic Relations Order ("QDRO") and assist in the determination of the required distribution amount under the QDRO

Annual Compliance Testing

- ADP/ACP (deferral/match) nondiscrimination testing including identifying highly compensated employees and/or mandatory corrections for failed tests
- Monitor for maximum deferral limitations under IRC §402(g) – note that it is solely the responsibility of the participant to monitor their personal deferral limitations under §402(g) if they elect to defer compensation with any employer other than **Client** during the calendar year
- Monitor IRC §404 contribution deductibility*
- Prepare IRC §410(b) coverage testing*
- Prepare IRC §415 annual additions testing*
- Prepare IRC §416 top-heavy testing including identifying key employees and calculation of required minimum top heavy benefits or contribution*
- Prepare IRC §401(a)(4) general nondiscrimination testing*
- Prepare Compensation ratio testing

*NOTE: **Client** must coordinate between service providers if **Client** sponsors additional qualified retirement plans to which **WRS** is not engaged as third party administrator

Government Reporting

- Prepare signature ready IRS Form 5500/ Form 5500-SF / Form 5500-EZ (Annual Return/Report of Employee Benefit Plan) and all required schedules, if needed.

Note: If the Plan has 100 or more participants at the beginning of the Plan year (or is otherwise subject to ERISA's requirement to have audited financial statements), **Client** shall be responsible for retaining a certified public accountant to audit the Plan and provide

the required audited financial statements to the Plan on a timely basis for filing with the Annual Report. In addition, if more than 5% of the plan assets are not qualifying assets as defined in Department of Labor (“DOL”) Regulations, the Plan will be required to be audited or to obtain an additional fiduciary bond in an amount equal to 100% of the Plan’s non-qualified assets. **Client** shall be responsible for locating and retaining the auditor and/or obtaining the bond. **Client** shall be responsible for signing and filing these forms with the appropriate government agencies on a timely basis.

- Prepare Summary Annual Report
- Prepare IRS Form 5330 (Return of Excise Taxes Related to Employee Benefit Plans), if requested
- Prepare IRS Form 1099s (Distributions from Pensions, Annuities, Retirement or Profit-Sharing Plans) for plan distributions**
- Prepare IRS Form 1096 (Annual Summary and Transmittal of U.S. Information Returns) for plan distributions**
- Prepare IRS Form 945 (Annual Return of Withheld Federal Income Tax) for plan distributions**
- Provide direct assistance with IRS and Department of Labor plan audits, if requested

NOTE: Unless prepared by **Client’s advisor (financial advisor / legal counsel / CPA / etc.) or the financial institution serving as recordkeeper.

If **WRS** has not completed **Client’s** annual administration prior to the initial filing deadline of the appropriate IRS Annual Return/Report, **WRS** will automatically file a 2 ½ month extension of time to file the return. These forms are normally due 7 months after the plan year end. If the provision of complete and accurate data to **WRS** is less than 30 days prior to the initial filing deadline, **WRS** will charge a fee for filing the extension (fees detailed in Appendix A). **WRS** is not responsible for any late filings, penalties, fines or taxes that result from **Client’s** failure to provide information on a timely basis, as discussed further in Section V.A.

Monthly/Quarterly/Semi-Annual Valuations

- Reconcile assets by participant, source of contributions and investment
- Allocate contributions based on investment instructions executed by plan participants
- Coordinate transfer of assets between investments with investment institution based on **Client** and participant instructions
- Assist **Client** with remission of insurance premiums

2. Compensation or Fees to be Received by WRS in Connection with Annual Administration Services:

Compensation to be paid to **WRS** by the **Client** and/or the Plan in connection with Annual Administration Services is described in the attached Appendix A. In addition to that compensation, **WRS** may also be eligible to receive compensation in exchange for its annual administration services from certain financial institutions (compensation program detailed in Appendix B).

C. Distributions, Hardship Withdrawals, Participant Loans and Review of Qualified Domestic Relations Orders

1. Distribution Services:

Upon request by **Client**, **WRS** will process participant distribution requests, prepare the necessary forms for signature and generate necessary documents for the distribution, and for approval of the distribution by **Client**. **Client** shall at all times be exclusively responsible for determining whether a participant or beneficiary may be entitled to a distribution from the Plan.

2. Hardship Withdrawal Services:

Upon request by **Client**, **WRS** will process participant hardship withdrawal requests, and assist **Client** in applying the terms of the Plan to determine whether and to what extent a participant is entitled to a hardship withdrawal under the terms of the Plan under the circumstances, provided that the **Client** shall at all times be solely and exclusively responsible for making the final determination of whether and to what extent a participant may be entitled to a hardship withdrawal under the terms of the Plan.

3. Participant Loan Services:

WRS shall assist in the processing of requests for participant loans as may be allowed under the terms of the Plan, including preparation of amortization and repayment schedules, calculation of maximum loan amounts, and preparation of forms and paperwork required in connection with Plan loans, if necessary under the applicable investment platform. **Client** shall at all times be responsible for making the final determination of whether and to what extent a participant may be entitled to a loan under the terms of the Plan. **WRS** shall also periodically assist **Client** in determining whether defaults have arisen in connection with any Plan loans.

4. Qualified Domestic Relations Order Services:

WRS shall assist **Client** in the review of a domestic relations order to determine if the order is a QDRO and assist in the determination of the required distribution amount under the QDRO. **Client** shall at all times be responsible for making the final determination of whether and to what extent a particular domestic relations order complies with the legal requirements of a QDRO.

5. Compensation or Fees to be Received by WRS in Connection with Distributions, Hardship Withdrawals, Participant Loans and Qualified Domestic Relations Orders:

The compensation or fees to be received by **WRS** in connection with distribution, hardship withdrawal, participant loan and QDRO services are described in the attached Appendix A.

D. General Consulting

From time to time, issues may arise that are not within the scope of our services detailed above. Upon approval by **Client**, **WRS** will resolve these issues on a consulting basis, and will charge additional fees for these services (fees detailed in Appendix A). Our consulting services include, but are not limited to the following:

- Complex technical inquiries (i.e., research and discussions regarding the addition of non-customary assets to the plan)
- Plan mergers, spin-offs, or transfer of plan assets
- Technical plan reviews related to legislative changes

E. Manner in which WRS Compensation may be Increased

In accordance with DOL Advisory Opinion 97-16A, if **WRS** proposes to raise the amount of the compensation that it is to receive as described in Appendix A of this Agreement, **WRS** will give written notice to **Client** within a reasonable time before the increase becomes effective and will notify the **Client** of the proposed effective date of the increase. Unless **Client** objects to the proposed increase before the date on which it becomes effective, **Client** will be deemed to have agreed to the proposed increase. If **Client** objects and gives written notice of its objection to the proposed increase before the increase becomes effective, **Client** will have sixty (60) days from the date of its written notice of its objection to the proposed increase within which to either reach a new agreement with **WRS**, or to locate and retain a new third party administrator in place and instead of **WRS**.

IV. LIMITATION ON WRS SERVICES

A. WRS Does Not Provide Investment Advice

WRS does not and will not provide investment advice, for a fee or otherwise, to any person including **Client**, the Plan, or the Plan's participants and beneficiaries.

B. WRS Exercises No Control Over Plan Assets, or Discretionary Authority or Control Over Administration of the Plan

Client has sole discretionary authority and control over the administration of the Plan, and exclusive control over the assets of the Plan. **Client** acknowledges that **WRS** and its employees are NOT fiduciaries of the Plan and Trust, nor are any of them the Administrator of the Plan as that term is defined under the Employee Retirement Income Security Act of 1974 ("ERISA").

C. WRS Does Not Provide Legal Advice.

WRS is not an attorney or a law firm, and does not provide legal advice. **Client** should consult with an attorney experienced in employee benefit plan matters regarding any questions or concerns that **Client** may have relative to the Plan's qualification, coverage of employees, and any other issue of a legal nature.

D. Section 404(c) Compliance.

§404(c) of ERISA provides that, if certain requirements are met, the normal plan fiduciaries will not be responsible for investment losses occasioned by a participant's own direction of investment of his or her account. **WRS** is not responsible for ensuring that **Client** is in compliance with the requirements of §404(c).

V. CLIENT RESPONSIBILITIES

Client is responsible for the following:

A. Obligation to Provide Timely Information

Client shall provide **WRS** with requested information on a timely basis, and will be responsible for ensuring that the provided information is accurate and complete. **WRS** will rely exclusively on information provided by **Client** or **Client's** advisors, whether oral or in writing, and will have no responsibility to independently verify the accuracy of that information. **Client** acknowledges that inaccurate information and/or late information could result in penalties and possibly Plan disqualification. **WRS** assumes no responsibility for, and shall not have any liability for, any consequences that result from **WRS's** inability to complete its work in the ordinary course of its business due to the failure of **Client** to provide timely information to **WRS**.

B. Obligation to Make Timely Contributions to Plan

Client shall be solely responsible for making sure that funds are actually contributed to the Plan trust when required for tax deductibility and to comply with ERISA and DOL Regulations.

C. Obligation to Timely File Required Government Reports

Client shall be responsible for the timely filing of all government reports that **WRS** prepares with the appropriate agency. **Client** acknowledges that failure to timely file required government reports may result in penalties which shall be the sole responsibility of the Plan Sponsor (and not **WRS**) if assessed.

D. Obligation to Distribute Required Information to Plan Participants and Beneficiaries

Client shall be responsible for providing the necessary information to **Client's** participants, including notices, elections, and reports required by law.

E. Obligation to Issue Form 1099R in Connection with Plan Distributions

Unless prepared by **Client's** advisor (financial advisor / legal counsel / CPA / etc.) or the financial institution serving as recordkeeper, **WRS** will prepare the IRS forms necessary to report participant distributions from the plan and any taxes withheld from plan distributions. Further, **WRS** will prepare the IRS forms necessary to report PS-58 costs, if requested by **Client**. **Client** acknowledges that **WRS** does not prepare any forms needed to report unrelated business taxable income to the Plan trust (*i.e.*, Form 990T).

F. Obligation to Notify WRS of Existence of Other Plans and Companies

Client acknowledges that the Plan's operation and tax qualification is affected by other plans sponsored by **Client** (whether currently active or terminated and whether or not **WRS** administered the plan) and that other companies owned partially or entirely by, or related to, Plan Sponsor or its principals/family members of principals (owners / partners / members) may also affect the Plan. **Client** is responsible for informing **WRS** of the existence of such other plans or companies and of notifying **WRS** when there is a change in this information or in the tax filing status of **Client** (*e.g.*, a change from S corporation to C corporation status, a change to an LLC, etc.).

WRS is not requesting the information specified above to enable us to determine the existence of a controlled group or affiliated service group status between **Client** and any related company. However, **Client** should be aware that the failure to cover employees of all companies within a controlled group or affiliated service group may result in significant IRS assessed penalties, additional employer contributions and the possible disqualification of **Client's** retirement plan.

Further, please note that the options for dealing with certain plan issues when you purchase the stock or assets of another company or when your company is purchased by another company are much broader prior to the transaction than after. Accordingly, **Client** should advise **WRS** as early as possible of a pending company transaction (purchase/merger/spin-off) to enable us to propose any associated consulting services designed to ensure a smooth and legally compliant transition.

G. Obligation to Make Discretionary Decisions Regarding Plan Administration

Client is responsible for all discretionary decisions relating to the Plan, including the interpretation of plan document provisions, the determination of eligible employees and proper vesting of their accounts, the evaluation of claims made by participants for plan benefits, the investment of plan assets, distribution of plan benefits and the payment of plan service providers. To assist **Client**, **WRS** may, when requested, provide advice to **Client** about such matters (however none related to investments).

H. Obligation to Obtain Fiduciary Bond

ERISA §412 requires that, with certain exceptions, every fiduciary of an employee benefit plan and every person who handles funds or other property of a plan shall be bonded in accordance with the provisions of that section. **Client** is responsible for obtaining the bond required by that section.

I. Obligation to Retain Records

Generally, **Client** must maintain information related to the preparation of the IRS Forms 5500 and 1099R for at least 6 years after the forms are due. In addition, the DOL requires that **Client** retain sufficient information to determine the benefits of the participants and beneficiaries. Although **WRS** will retain copies of the work performed for **Client**, such copies are maintained solely for **WRS's** files. Therefore, **Client** is responsible for retaining copies of any work performed by **WRS** and sent to **Client**. Failure to do so can result in a civil penalty payable to the DOL.

Similarly, **Client** is responsible for maintaining signed copies of all plan documents at all times. These documents must be made available for inspection by participants and beneficiaries at **Client's** principal office. In addition, **Client** must furnish copies of these documents in writing if participant so requests.

J. Duty to Monitor the Performance of Service Providers

As a fiduciary, **Client** is responsible for monitoring the performance of anyone providing services to the Plan, including **WRS**. **Client** must review the reports or other items that we prepare for you on a regular basis, and notify us immediately of any errors or inconsistencies that you identify on any report, form, or other communication from us. **Client** must similarly monitor its other service providers.

VI. GENERAL PROVISIONS

A. Response to Requests by Responsible Plan Fiduciary for Certain Information

Responsible plan fiduciary or plan administrator may request, in writing, information relating to the compensation received in connection with this Agreement that is required for the Plan to comply with the reporting and disclosure requirements of Title I of ERISA and the regulations, forms and schedules issued thereunder. Provided a timely written request is made, **WRS** will respond to that written request reasonably in advance of when the plan administrator states that it must comply with its reporting or disclosure obligations. If disclosure of this information is precluded due to extraordinary circumstances beyond **WRS's** control, the information will be disclosed as soon as practicable.

B. Correction of Errors or Omissions in Information Disclosed in Agreement

As soon as practicable, but not later than 30 days of learning of any error or omission by **WRS** regarding (i) the services or compensation to be provided by **WRS** under this Agreement or (ii) any information furnished by **WRS** upon request of the responsible plan fiduciary that is required by the plan to comply with the reporting and disclosure requirements of Title I of ERISA and the regulations thereunder, **WRS** will correct any such error or omission in writing.

C. Changes to Services Provided and Compensation Detailed in Appendix B

WRS shall disclose any change regarding the services to be provided and the compensation expected to be received under this Agreement as detailed in Appendix B no later than 60 days from the date the service provider is informed of the change. If disclosure of the change is precluded due to extraordinary circumstances beyond **WRS's** control, the change of information will be disclosed as soon as practicable.

D. Collection Costs

If **WRS** is required to commence collection procedures to collect fees and prevails, **Client** agrees to pay **WRS's** attorney fees and court costs.

E. Confidentiality

All information furnished by **Client** or on **Client's** behalf to **WRS** for the completion of the stated services will be treated as privileged and confidential to the extent allowable by law. **WRS** will not distribute, disseminate, or copy material for outside sources without the specific consent of the Plan Sponsor.

F. Indemnification

To the extent allowable by law, **Client** agrees as part of this engagement to indemnify and hold harmless **WRS** from and against any and all claims, losses, damages, liabilities, costs and other expenses of any kind whatsoever (including all attorneys' fees and collection or court costs) arising from or in connection with the operation of the Plan

or the rendering of plan-related services by the **Client**, the Plan Administrator or any third party. Naturally, this indemnification does not include claims, losses, damages, liabilities, costs and expenses attributable solely to any gross negligence or willful misconduct by **WRS** in the performance of our responsibilities under this engagement.

Client also agrees to pay **WRS**'s normal hourly rates and copying costs if **WRS** is called to testify or give documentation in regard to any lawsuit in relation to the Plan, whether or not **WRS** is named as a party, and whether or not **WRS** is still engaged to perform services for **Client**.

G. Termination of Agreement

This Agreement may be terminated by either party on thirty (30) days written notice, or on such shorter time as the parties may agree in writing. Notice shall be deemed effective as of the date the written notice of termination is deposited in the United States Mail, or on such date that the party giving notice of termination delivers the notice electronically (for example, by e-mail) using such means as the parties have used to communicate in writing during the period that this Agreement has been in effect.

If **Client** has terminated this engagement, **WRS** will photocopy and send any records to **Client** or **Client**'s new service provider upon request and prepayment of the costs of doing so. However, no records will be provided while there are fees outstanding. Further, **Client** acknowledges that **WRS** will automatically remove **Client** from our list of prototype and/or volume submitter clients effective immediately. At such time, **Client** is solely responsible for ensuring that their document is restated in a timely manner to remain in compliance with current legislation. Finally, this engagement will also be considered terminated upon the termination of the Plan covered by this engagement and the preparation by **WRS** of a final Annual Return/Report.

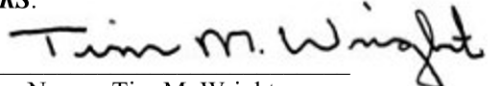
This document provides the disclosures of compensation, services and status required by Department of Labor Regulation 29 C.F.R. §408b-2(c).

Entered into this 22nd day of April, 2021 (the "Effective Date").


PLAN SPONSOR:

By: 
Print or Type Name: Angeliki G. Sellers
Title: Chief Financial Officer

WRS:

By: 
Print or Type Name: Tim M. Wright
Title: Member Manager

RESPONSIBLE PLAN FIDUCIARY:

By: 
Print or Type Name: Kirstin Helms
Title: Trustee



DEFINED CONTRIBUTION PLAN FEE SCHEDULE FOR DAILY-VALUED PLANS

PREPARATION OF PLAN OR MANDATORY IRS RESTATEMENTS

Preparation of Adoption Agreement, Summary Plan Description and Administrative Forms. The fees listed below do not include projections and/or consulting in excess of 2 hours or document mapping in excess of 2 hours. These additional services will be billed at our hourly rates

Nonstandardized/Volume-Submitter 401(k) Profit Sharing Plan & Safe Harbor 401(k) Plan	\$ 1,250
403(b) Plan Document	\$ 1,250
Governmental 401(a) Plan Document	\$ 750
457 Plan Document	\$ 750

TAKEOVER/CHANGE OF RECORDKEEPER

Conversion of Data to our Recordkeeping System \$ 500 plus \$15 per participant

If the participant data is not provided in an electronic format such as an Excel or ASCII file, we will charge a fee of \$35 per participant to convert the data to our system.

PLAN ADMINISTRATION

Includes preparation of annual accrual allocation report, participant statements, Form 5500, Summary Annual Report, reconciliation of trust assets to participant accounts (up to 4 hours) & plan testing including Section 415, 401(a)(4) (up to 4 hours), top heavy testing, ADP/ACP testing, and 402(g) limit. See other administrative costs listed below.

401(k) Profit Sharing Plans (minimum fee of \$2,000 may apply)**	\$ 1,500 plus \$24 per participant
<i>**Cross-tested plan base fee is \$1,750</i>	
403(b) Plans	\$ 1,500 plus \$20 per participant
Governmental 401(a) Plans	\$ 1,250 plus \$20 per participant
457 Plans	\$ 1,250 plus \$24 per participant

OTHER ADMINISTRATIVE COSTS

All of the following services are billed separately based on the fees below:

401(a)(4) testing in excess of 4 hours	\$ 75 to \$ 250 per hour
Calculation of corrective distributions for ADP/ACP, 415 and 402(g) failures	\$ 75 to \$ 250 per hour
Consulting services (including Participant Fee Disclosures)	\$ 75 to \$ 250 per hour
Determination letter request	\$ 75 to \$ 250 per hour
Hardship distributions**	\$ 85 per distribution
Participant distributions (WRS prepares distribution forms)**	\$ 75 per distribution
Participant distributions (WRS does not prepare distribution forms)**	\$ 25 per distribution
Participant loans (annual charge)	\$ 25 per loan
Participant loans (application, processing & initiation)**	\$ 150 per loan
Custom plan amendments, loan policy, etc.	\$ 75 to \$ 250 per hour
Required IRS model amendments (prototype plans)	\$ 100 per amendment
Processing of payrolls	\$ 75 to \$ 250 per hour
Projections of funding	\$ 75 to \$ 250 per hour
Presentation of plan to participants	\$ 75 to \$ 250 per hour
Self-Directed Brokerage Account Annual Fee	\$150 per Account
Trust accounting in excess of 4 hours per year	\$ 75 to \$ 250 per hour
Participant calls & inquiries	\$ 75 to \$ 250 per hour

***Distribution & loan fees will include up to 15 minutes of correspondence with the participant. Correspondence in excess of 15 minutes will be billed at our hourly rates.*

BILLING

ADMINISTRATIVE FEES: We will bill on a **quarterly** basis based on the estimated number of participants for the year, along with a pro-rated portion of our base fee. After the year-end valuation has been completed, we will prepare a final bill based on the actual number of participants in the plan (see definition below) and will bill/credit the amount due at that time.

ALL OTHER FEES: All other services will be billed at the time they are rendered.

PARTICIPANT DEFINITION: For billing purposes, a participant includes anyone who had a balance in the plan as of the beginning of the year, along with all employees who were eligible to participate in the plan during the year, regardless of whether they received a contribution or elected to make a deferral into the plan.

VENDOR COMPENSATION

In the event that we receive compensation from the vendor related to your plan, we will apply those amounts received towards your bill, as though the amounts were received by you, to the extent of your fees for any given year.

APPENDIX B – John Hancock Indirect Compensation Program

I. Installation Allowance Compensation

WRS does not have sufficient information to disclose, in advance, whether it will receive IA compensation in a particular year, and if so, how much IA compensation it will receive, because whether and to what extent **WRS** is eligible for IA payments depends upon, among other things, the number of **WRS**'s plan **Clients** that enter into John Hancock group annuity contracts in a given year, and the total amount of "Actual Deposit Credits" applicable to John Hancock group annuity contracts with respect to plans for which **WRS** provides administrative services. Assuming **WRS** meets the eligibility requirements for **WRS** Forum members to receive IA payments, the amount of those payments would be calculated based upon a formula set by John Hancock. The amount of any IA payment received by **WRS** will be disclosed on a schedule to the Form 5500 for that Plan year.

Eligibility: Eligibility for John Hancock Installation Allowance ("IA") Compensation in any given calendar year (January 1 – December 31) depends upon **WRS** meeting the following criteria:

1. At least five new plans for which **WRS** provides administrative services that enter into John Hancock group annuity contracts during the calendar year, which collectively generate at least 500,000 Estimated Deposit Credits ("EDCs"). EDCs are calculated by adding (1) the sum of 15% of the estimated amounts to be transferred to John Hancock by all new plans during the calendar year, and (2) the sum of 80% of the estimated recurring deposits of all new plans adopting John Hancock group annuity contracts for which **WRS** provides administrative services during the first 12 months that the Plan is funded by the John Hancock group annuity contract; and,
2. At least three of the minimum five new plans that enter into John Hancock group annuity contracts during the calendar year in question must have at least 100,000 EDCs each.

Payment: The amount of IA compensation paid to **WRS** relative to any given calendar year depends upon the Actual Deposit Credits ("ADCs") attributed to **WRS** during that calendar year. Depending upon whether or not the **WRS** is eligible for IA payments in a calendar year, **WRS** may receive any amount between 0% and 1% of all ADCs. ADCs are calculated by adding (1) 15% of actual deposits transferred to John Hancock by all new plans during the calendar year, and (2) 80% of the actual recurring deposits received and invested in the John Hancock group annuity contracts by those new plans during the first 12 months that the Plan is funded by a John Hancock group annuity contract.

The following are **not** included in the calculation of ADCs:

1. Any amounts awaiting investment in John Hancock group annuity contracts;
2. Internal transfers within John Hancock group annuity contracts;
3. Monies in a plan for which **WRS** is a fiduciary (e.g., the retirement plan for the **WRS**'s own company);
4. Amounts invested in Personal Brokerage Accounts; or
5. Earnings on investments within John Hancock group annuity contracts.

Payment amounts are made based on the ADCs received in the first 12 months for each contract retroactive to the first dollar according to the following scale:

<u>ADCs</u>	<u>Maximum Allowance</u>
Up to 1 million	½ % of all ADCs
1 million up to 1.5 million	¾ % of all ADCs
1.5 million and over	1 % of all ADCs

In the event ADCs increase to the next tier (i.e., if ADC's rise from a figure below 1 million to in excess of 1 million), the next monthly or quarterly payment will "true up" the IA payment owed to **WRS**.

WRS expects to receive IA payments on a quarterly basis.

In cases involving new plans with \$5 million or more in assets, **WRS** may elect to have the IA payment made over 1, 3 or 5 years. Payments made under the 3 or 5 year option will be in equal installments.

II Efficiency Allowance Compensation

WRS does not have sufficient information to disclose, in advance, whether or how much EA compensation that it may receive in a particular year. This is because the eligibility of **WRS** to receive EA is based on, among other things, the total amount of assets invested by all **WRS**'s **Clients** in John Hancock group annuity contracts during the calendar year in question. The amount of EA compensation that **WRS** may receive is calculated based on all assets held by all plans (1) for which **WRS** provides services and (2) which are funded by John Hancock group annuity contracts. The amount of any EA payment received by **WRS** and attributable to the Plan in any given Plan year will be disclosed on a schedule to the Form 5500 for that Plan year.

Eligibility: Eligibility for John Hancock Efficiency Allowance ("EA") Compensation in a calendar year (January 1 – December 31) depends upon **WRS** meeting all of the following criteria (except as indicated):

1. All plans for which **WRS** provides services collectively have at least \$5,000,000 in assets invested in John Hancock group annuity contracts issued from and after 1994;
2. At least five new plans for which **WRS** provides administrative services that (not including **WRS**'s own plan) enter into John Hancock group annuity contracts during the calendar year, and at least three of which plans have annual Estimated Deposit Credits ("EDCs") of at least 100,000 each. EDCs are calculated by adding (1) the sum of 15% of the estimated amounts to be transferred to John Hancock by each new plan during the calendar year, and (2) the sum of 80% of the estimated recurring deposits of each new plan adopting a John Hancock group annuity contract for which **WRS** provides administrative services during the first 12 months that the Plan is funded by the John Hancock group annuity contract, **and**;
3. The new plans for which **WRS** provides administrative services that enter into John Hancock group annuity contracts during the calendar year collectively generate at least 500,000 EDCs.

Payment and Amount:

The amount of EA compensation paid to **WRS** is calculated monthly at the end of the applicable period. Payment may be made quarterly. Depending upon whether or not **WRS** is eligible for EA payments in a calendar year, **WRS** may receive an amount between 0 and 5 basis points (.05%) times the amount of all assets, collectively, of all plans funded by group annuity contracts issued by John Hancock (from January 1, 1994 and on) for which **WRS** provides services during the calendar year. If actual assets increase or decrease, payments will be adjusted accordingly. **WRS** must re-qualify each calendar year to be eligible to receive EA compensation. Assets invested in personal brokerage accounts are not considered in calculating EDCs for purposes of determining EA compensation.

III Forum Focus Benefits and Plan Consultants Business Leaders Conference Benefits

As a member of the John Hancock **WRS** Forum, **WRS** may be eligible to receive benefits, valued at up to \$20,000 a year under a John Hancock program called Forum Focus. The cost of Forum Focus benefits is not deducted from Plan assets and is paid out of John Hancock's general assets.

Additionally, **WRS** may participate in an annual meeting, sponsored by John Hancock, referred to as the Plan Consultant Business Leaders Conference. **WRS**'s individual travel, lodging and meal expenses attendant to participating in the Plan Consultant Business Leaders Conference are paid by John Hancock, out of John Hancock's general assets, and are *not* deducted from Plan assets. The value of participation in the John Hancock Plan Consultant Business Leaders Conference may range from \$5,000 to \$10,000, depending on the location of the conference and the applicable budget.

The proportionate amount of any Forum Focus payment received by **WRS** and applicable to the Plan in any given Plan year will be disclosed on a schedule to the Form 5500 for that Plan year. In addition, the proportionate amount attributable to the Plan of any amounts paid by John Hancock on behalf of **WRS** for participation in the Plan Consultant Business Leaders Conference applicable to the Plan will be disclosed on a schedule to the Form 5500 for that Plan year.

Eligibility: The eligibility requirements for receipt of Forum Focus benefits are subject to change annually. Eligibility currently depends upon (1) **WRS** accomplishing certain goals with respect to the number of new plans for which **WRS** provides administrative services that enter into John Hancock group annuity contracts during the calendar year and (2) the number of EDCs produced by those new plans during that calendar year. Upon request, **WRS** will provide **Client** with specific information regarding John Hancock’s eligibility requirements for receipt of Forum Focus benefits then in effect.

Available Benefits: Assuming **WRS** establishes eligibility for Forum Focus benefits under the eligibility rules then in effect, **WRS** may receive benefits up to a maximum value of \$20,000¹ (based on values assigned by John Hancock), from the following list of services:

<u>Forum Focus Service</u>	<u>Value</u>
1. SOC1 for WRS Firm (paid by John Hancock) ²	\$20,000
2. A ‘Business Health’ on-site planning session conducted by an independent business consultant for WRS ’s entire firm (paid for by John Hancock)	\$10,000
3. An on-site review by an independent productivity consultant (paid for by John Hancock)	\$10,000
4. Services of ‘other’ Consultants (as approved by John Hancock)	Up to \$20,000
5. Attendance at a presentation skills workshop (paid for by John Hancock) – John Hancock reserves the right to restrict redemption	Up to \$20,000
6. Expenses related to marketing WRS ’s firm (i.e. brochures, website development)	Up to \$20,000
7. Attendance at industry conferences for WRS and WRS ’s staff and/or costs of educational courses and exams – John Hancock reserves the right to restrict redemption	Up to \$20,000
8. Membership fees for industry associations	Up to \$20,000
9. Subscription to industry publications	Up to \$20,000
10. Other services as approved by John Hancock – John Hancock reserves the right to restrict redemption	Up to \$20,000

In addition, upon becoming eligible for Forum Focus benefits, **WRS** will also be eligible to receive certain enhanced services from John Hancock. Those services include an invitation to the Plan Consultants Business Leaders Conference (the value of which may range from \$5,000 - \$10,000), an on-site review by a specialist from John Hancock’s Service Center to meet with **WRS** to discuss how to work most effectively and efficiently with John Hancock (approximate value - \$1,000), and; a special John Hancock designation to be included on business cards and marketing materials (approximate value - \$50-100).

¹ Enhanced Forum Focus benefits with a value of up to \$40,000 may be available to TPAs that accomplish certain higher eligibility requirements established by John Hancock. The eligibility requirements relative to those enhanced benefits are subject to change annually. Upon request, TPA will provide **Client** with specific information regarding the enhanced eligibility requirements then in effect for receipt of the higher level of Forum Focus benefits.

² An “SOC1 is an audit of the internal controls of a service organization, after which a report is prepared detailing the findings of the audit.