

CBIZ Benefits & Insurance Services, Inc.
Administration Services Agreement (the "Agreement")

Plan Sponsor:

Florida Housing Finance Corporation
227 N. Bronough Street, Suite 5000
Tallahassee, FL 32301
kirstin.helms@floridahousing.org

Plan Administrator:

Same as Plan Sponsor
 Plan Administration Committee appointed by Plan Sponsor

[address]

Service Provider:

CBIZ Benefits & Insurance Services, Inc.

P.O. Box 5385
Valdosta, GA 31603-5385

Effective Date:

11/1/2021

This Agreement is by and between the Plan Administrator and CBIZ Benefits & Insurance Services, Inc. ("CBIZ") on behalf of the Plan to perform the services outlined in this Agreement. CBIZ, understands that the Plan Administrator is the fiduciary with authority to contract on behalf of the Plan. In addition, we require that the Plan Sponsor also sign this Agreement as a party, agreeing to be liable for payment of our fees that are not permitted to be paid by the Plan pursuant to the Employee Retirement Income Security Act, as amended ("ERISA") as well as the balance of our fees in the event of nonpayment by the Plan.

The undersigned, as a representative of the Plan Administrator, acknowledges that the Plan Administrator is the responsible plan fiduciary for the Plan (that is, the fiduciary with authority to cause the Plan to enter into this Agreement), and hereby engages CBIZ to provide the services described in this Agreement and each applicable Statement of Work ("Statement of Work" or "SOW").

The Plan Sponsor, Plan Administrator, and Plan are jointly referred to in this Agreement as "Client."

1. **Fiduciary Authority.** The Plan Administrator has the authority to cause the Plan to enter into this Agreement.
2. **Services.** CBIZ agrees to provide the following services in relation to the Plan:
 - (a) **Core Services.** CBIZ shall perform the administration services for the Plan that are specified as Core Services in the attached Appendix A to each applicable SOW.
 - (b) **Additional Services.** CBIZ shall perform additional services requested by Plan Administrator, which may include such services as may be specified in the "Additional Services" Section of each Appendix A.
 - (c) CBIZ represents and warrants that it has the capabilities necessary to perform the services shown on each Appendix A, and will do so in a manner consistent with the standards of the industry, in a professional, timely and accurate manner.
3. **Fees and Billing Procedures.**
 - (a) **Fee Schedule.** As compensation for its services under the Agreement, CBIZ shall be entitled to fees computed in accordance with the fee schedule attached as Appendix B to each SOW ("Fee Schedule"), as amended from time to time in accordance with subsection (d)(x) below.
 - (b) **Additional Services.** Additional services requested by the Client will be billed on a fixed fee or an hourly basis at current hourly rates, as described in each Appendix B of this Agreement, and shall be paid by the Client pursuant to the terms of this Agreement.
 - (c) **Third Party Compensation.** In certain instances, CBIZ reasonably expects to receive compensation for its services under this Agreement from third parties. In such instances, such compensation will be disclosed in each applicable Appendix D.
 - (d) **Fee Payment Terms.**
 - i. The Plan (or, at its discretion, the Plan Sponsor) may pay the fees charged. If the fees are paid by the Plan, they may be charged to the Plan's trust fund or to participant accounts (if and in the manner so permitted in the Plan document).
 - ii. The Core Service fees shall be billed at the end of the plan year quarter to which they apply (e.g., 2021 plan year fees for a calendar year plan would be billed as of March 31, June 30, September 30, and December 31 of 2021). Such fees shall be based on an estimate of the number of participants in the Plan for such year. Any adjustment required to the Core Service fees based on the

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actual number of participants in the Plan or any other difference between the assumptions used for the Core Services and actual experience will be billed upon completion of the administration work for the relevant year.

- iii. Fees for Additional Services shall be billed upon the completion of such services in a special invoice or as part of the quarterly fee billing for Core Services. CBIZ reserves the right to require prepayment of fees for any Additional Service or to provide progress billing and payment of such billing while a lengthy project is being worked on.
- iv. Invoices are due upon receipt. If fees are to be paid to CBIZ out of the Plan, the Plan Administrator will instruct the recordkeeper to issue payment of those fees from Plan assets.
- v. Balances not paid within 30 days after the initial invoice date will be subject to a one percent (1%) per month service charge for each month or partial month until the invoice is paid in full.
- vi. If the Plan does not pay the fees within sixty (60) days of the date of the applicable invoice, the Plan Sponsor hereby agrees that it will be obligated to pay the fees.
- vii. It is the Plan Administrator's responsibility to determine that all fees for services provided by CBIZ in accordance with the attached Fee Schedule(s) are reasonable expenses to the extent payable by the Plan. If the Plan Administrator objects to an amount charged on an invoice, the Plan Administrator should advise CBIZ of such objection within 15 days after the initial invoice date, and should pay all amounts not in dispute. CBIZ will work with the Plan Administrator to resolve any dispute as to fees on a prompt basis. Any amount from the original invoice that was disputed but ultimately resolved in CBIZ's favor shall be subject to the service charge discussed in subsection (v) above.
- viii. If fees are not paid within 60 days, CBIZ may cease work on any matter until the account is brought current. If fees are outstanding more than 90 days, CBIZ may withdraw from this engagement immediately at its discretion. CBIZ's withdrawal under such circumstances does not affect Client's obligations to pay any outstanding balance.
- ix. CBIZ is not responsible for any late tax filings or penalties, fines, taxes, or other charges that may be assessed as a result of its nonperformance of services while fees remain unpaid, as discussed in subsection (vii) above.
- x. Fees may be altered at any time by CBIZ in its discretion by the provision of a new Appendix B to an applicable SOW, to be effective not less than 60 days after such notice is provided. Notwithstanding the foregoing, the amount of Core Service Fees, as reflected on each applicable Appendix B to this Agreement shall be increased automatically effective annually, beginning on the first anniversary of the Effective Date of this Agreement, and continuing each year thereafter, at the rate of three percent (3%) per year. No additional or separate notice of this annual increase needs to be provided.

4. **Limitation on Services.** Unless provided through a separate written agreement, CBIZ does not perform the following services:

- (a) **Investment Advice.** CBIZ 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) **Fiduciary Services.** Client has sole discretionary authority and control over the administration of the Plan, and exclusive control over the assets of the Plan. Unless explicitly provided elsewhere in this Agreement, and only to the extent so provided, Client acknowledges that neither CBIZ nor any of its employees are fiduciaries of the Plan and Trust, nor is any of them the Administrator of the Plan as that term is defined in the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Client acknowledges that the Plan Administrator is the Plan Administrator under ERISA and, as such, is responsible for all administrative duties incident to the maintenance of the Plan and is a "named fiduciary," as defined in ERISA.
- (c) **Discretionary Services.** Except as otherwise provided in this Agreement or its Appendices, CBIZ has no discretionary authority, control, or responsibility over the Plan or over the administration of Plan assets. Neither CBIZ, nor its officers, employees, and agents shall have any liability whatsoever for the payment of any damages, interest, taxes, fines or penalties which arise out of or are in connection with any acts or omissions of a Plan trustee, sponsor, fiduciary, administrator, or party-in-interest.
- (d) **Legal or Accounting Services.** CBIZ is not a law or accounting firm, and does not provide legal or accounting advice. Client should consult with an attorney or accountant experienced in employee benefit plan matters regarding any questions or concerns that Client may have relative to the Plan.

5. **Client Responsibilities.** Client acknowledges and represents that:

- (a) Client shall be responsible for the items discussed in this section and in Appendix C to each applicable SOW to this Agreement which outlines additional Client Responsibilities as between Client and CBIZ only.
- (b) CBIZ shall not be liable for any acts or omissions with respect to the Plan that were committed prior to the Effective Date of this Agreement.
- (c) **Timely Provision of Accurate and Complete Information.** Client shall provide CBIZ with requested information on a timely basis (i.e., within the time frame specified by CBIZ when the request is communicated to Client), and will be responsible for ensuring that the provided information is accurate and complete. CBIZ will rely exclusively on information provided by Client or Client's authorized 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 excise taxes and possibly Plan disqualification. CBIZ assumes no responsibility for, and shall not have any liability for, any consequences that result from CBIZ's inability to complete its work in the ordinary course of its business due to the failure of Client to provide information to CBIZ in accordance with agreed upon timelines. If it is necessary for CBIZ to repeat any portion of its services due to incorrect or incomplete information or instructions provided by the Plan Sponsor, CBIZ will charge an additional fee to be determined when the error is discovered.

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- (d) *Timely Deposit of Contributions and Loan Repayments.* Client shall be solely responsible for making sure contributions and loan repayments are funded to the Plan's trust when required for tax deductibility and to comply with ERISA and DOL Regulations regarding the fund and timing of contributions and participant loan repayments.
 - (e) *Timely Filing of Government Reports.* Except as otherwise provided in this Agreement or its Appendices, Client shall be responsible for the timely filing of all government reports 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 Client (and not of CBIZ) if assessed.
 - (f) *Information to be Provided to Participants and Beneficiaries.* Client shall be responsible for providing the necessary information to Client's participants, including notices, elections, and reports required by law.
 - (g) *Information Regarding the Plan Sponsor, Participating Employees, Other Plans, and Business Acquisitions and Dispositions.* The Plan's operation and tax qualification are affected by other plans sponsored by Client (whether currently active or terminated and whether or not CBIZ administered the plan) and by other companies owned partially or entirely by, or related to, Client or its principals. Client is responsible for informing CBIZ of the existence of any other plans that it sponsors or companies that it owns or that are owned by one or more of Client's owners, and of notifying CBIZ 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.).
 - (h) *Discretionary Decisions.* Except as otherwise provided in this Agreement or its Appendices, Client is responsible for all discretionary decisions relating to the Plan, including the interpretation of plan document provisions, and the work performed by CBIZ involves the ministerial carrying out of such decisions. To assist Client, CBIZ may, when requested, provide advice to Client about administrative matters (but not about investments).
 - (i) *Bonding Obligations.* ERISA Section 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 any necessary bond.
6. **Receipt of Disclosure.** The law requires that service providers give its Clients an estimate of their fees a reasonable time before a Client enters into the services contract. This Agreement, including the Appendices, together constitute CBIZ's compliance with this law.
7. **Information Privacy.** CBIZ and Client agree that they will not (a) use any non-public personal information, regardless of the source of the data, for any purpose other than communicating with Client, participants and beneficiaries; (b) sell, sublicense, or resell non-public personal information to any third party; (c) use the non-public personal information for any unlawful purpose; (d) use the non-public personal information for any purpose other than its own internal purposes; (e) use the non-public personal information to identify or solicit potential plan sponsors for its products; or (f) use the non-public personal information for any purpose that would violate the privacy obligation policy and any other terms and provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) or the Federal Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.). CBIZ represents and warrants that it is in compliance with all applicable laws and regulations with respect to any non-public personal information it receives with respect to any Plan participant or beneficiary.
8. **Limitation of Liability.** Unless otherwise prohibited by law or applicable professional standard, Client agrees that CBIZ, any entity related to it and their respective personnel, current or former, shall not be liable to Client, Plan participants, Plan Trustee(s) or any other party for any claims, liabilities, or expenses relating to this Agreement in connection with any service provided by CBIZ except to the extent that CBIZ has engaged in willful misconduct or fraud. In addition, CBIZ's liability shall be limited for each SOW to the amount of the fees paid by Client to CBIZ pursuant to such SOW for the year in which the error occurred. Unless otherwise prohibited by law or applicable professional standard, CBIZ, any entity related to it or their respective personnel, current or former, shall not be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this Agreement. Furthermore, CBIZ, any entity related to it, or their respective personnel, current or former, shall not be liable for the cost of procurement of substitute services, technology or rights or for the interruption use or loss or corruption of data or for any breach of cybersecurity that occurs despite their best efforts at maintaining the security of computer files. This limitation on liability provision shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), professional standard, or otherwise, and shall survive the termination of this Agreement.
9. **Termination.**
- (a) Either the Plan Administrator or CBIZ may terminate this Agreement at any time without cause after providing 60 days' advance notice. Client agrees to pay the reasonable costs related to the transition of the administrative services to a successor service provider, which shall be billed as Additional Services using CBIZ's standard hourly rate and must be paid by Client prior to the provision of any transition services.
 - (b) If either Client or CBIZ materially breaches this Agreement, the nonbreaching party must provide notice of such breach and 30 days within which the breaching party may cure the breach. If the breach remains uncured after such time, the nonbreaching party then may terminate this Agreement immediately.
 - (c) CBIZ may terminate this Agreement immediately in the event of nonpayment of fees, as discussed above in Section 3(d)(viii).
 - (d) This Agreement shall be deemed terminated if the Plan is terminated upon the filing of the final Form 5500.
 - (e) Upon termination of this Agreement, all fees owed to CBIZ, including fees for administrative services for the current year earned through the date of termination of the Agreement, will be immediately payable in full.
 - (f) No prepaid fees are refundable upon termination of this Agreement.
10. **Miscellaneous.**
- (a) *Disclosure of Fee Information Required by Form 5500.* Certain information regarding CBIZ's fees must be disclosed on an annual basis on Form 5500. If CBIZ prepares Client's Form 5500, CBIZ will disclose that information as part of such preparation. If CBIZ

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does not prepare the Form 5500, it will provide the necessary information to the Form preparer upon reasonable request (and with timely and appropriate notice) to enable the Form 5500 to be completed on a timely basis.

- (b) *Notices.* Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, (iii) sent via a nationally recognized overnight courier service to the address on the first page of this Agreement, or such other address as any party shall have designated by notice in writing to the other party, or (iv) as otherwise mutually agreed by the parties. In addition, Client expressly agrees to accept electronic communication of any notice, advice, or report in lieu of a printed copy at the email address listed on the first page of this Agreement or such other email address as Client may designate in writing to CBIZ. Client may revoke this consent at any time by providing notice to CBIZ pursuant to this section.
- (c) *Assignability.* This Agreement is not assignable by either party hereto without the prior consent of the other party. Consent shall not be required, however, where an entity becomes an assignee due to the purchase of substantially all of the assets or stock of CBIZ or by virtue of becoming the successor to CBIZ's business (whether by merger, consolidation, stock sale, or otherwise).
- (d) *Effect.* This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, survivors, administrators and assigns.
- (e) *Entire Understanding and No Third Party Beneficiaries.* This Agreement supersedes all written and oral agreements, communications or negotiations among the parties and it constitutes the complete and full understanding and agreement of the parties with regard to the services to be provided pursuant to this Agreement. None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any person (other than the Plan, the Plan Sponsor, the Plan Administrator, or CBIZ or its affiliates) including, without limitation, any participant or any beneficiary covered by the Plan.
- (f) *Severability.* If any one or more of the provisions of this Agreement shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.
- (g) *Headings.* All headings used herein are for ease of reference only and in no way shall be construed as interpreting, decreasing or enlarging the provisions of this Agreement.
- (h) *Applicable Law.* The laws of the State of Florida shall govern this Agreement in all respects, including but not limited to the construction and enforcement thereof, unless preempted by ERISA or other federal law.
- (i) *Arbitration Agreement.* To the extent permitted by law, all controversies between Client and CBIZ, which may arise out of or relate to any of the Services provided by CBIZ under this Agreement, or the construction, performance, or breach of this or any other agreement between CBIZ and Client, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in Tallahassee, Florida, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final and binding on the parties, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction. Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under applicable federal or state securities laws.

IN AGREEING TO ARBITRATION, CBIZ AND CLIENT ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE ARISING FROM THIS AGREEMENT, THEY ARE EACH GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD EACH ACCEPTS THE USE OF ARBITRATION FOR RESOLUTION.

- (j) *Amendments.* This Agreement and/or its Appendices may be modified with the written consent of both the Plan Administrator and CBIZ. CBIZ may modify its fees at any time, as discussed in Section 3(d)(x) above. In addition, if CBIZ provides the Plan Administrator with an amendment to the Agreement clearly identified as an amendment of this Agreement, and the Plan Administrator does not object to the amendment within 60 days of receipt, such amendment shall be considered to have been agreed to by the Plan Administrator when actions are taken by the Plan Administrator that indicate an intention to continue performance under this Agreement. Such actions include, without limitation, the response to requests for information by CBIZ, the initiation of additional work or projects, or the payment of fees in compliance with the new agreement by the Plan Administrator after the date such amendment is provided.
- (k) *Waiver of Limitation.* Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which Client or Plan or any other party may have under ERISA or federal or state laws. Furthermore, no failure by CBIZ to exercise any right, power, or privilege that it may have under this Agreement shall constitute a waiver of its ability to exercise that right, power, or privilege in either that or any subsequent situation.
- (l) *Execution.* This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all counterparts, together, constitute only one Agreement.

The undersigned Plan Administrator has full power and authority under the provisions of the applicable instruments governing the Plan, to execute, deliver and perform the obligations under this Agreement. The execution and delivery of this Agreement and the appointments and investments contemplated hereby have been duly authorized in accordance with the provisions of the instruments governing the Plan and underlying trust and are in accordance with all requirements applicable to the Plan's governing instruments and under ERISA, and other applicable law.

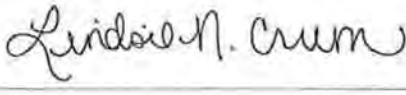
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This Agreement shall not be binding on CBIZ until accepted by it, in writing, as indicated by its signature below.

Plan Administrator:
Florida Housing Finance Corporation

Service Provider:
CBIZ Benefits & Insurance Services, Inc.

By: 

By: 

Print Name: Kirstin Helms

Print Name: Lindsie N. Crum, CPA

Title: *Comptroller*

Date:

Date: *12.7.2021*

The Plan Sponsor hereby agrees that, if the fees under this Agreement are not paid by the Plan, the Plan Sponsor will be responsible to make payment.

Plan Sponsor:
Florida Housing Finance Corporation

By: 

Print Name: Kirstin Helms

Title: *Comptroller*

Date: *12.7.2021*

Client agrees that CBIZ may utilize its name in representative client lists.

- YES, Client agrees that CBIZ may utilize its name in representative client lists.
- NO, Client does not agree to permit CBIZ to utilize its name in representative client lists.

STATEMENT OF WORK # 1 – FLORIDA HOUSING DEFERRED COMPENSATION PLAN (457(b))

Subject to the terms and conditions described in the Agreement, CBIZ shall provide services as set forth below.

The services that are reported as **Core Services** represent services that the Client authorizes CBIZ to provide on behalf of the Plan. **Additional Services** represent services that CBIZ will not be responsible for unless engaged by the Client to be provided for an additional fee. Any Additional Services, regardless of how engaged via written project plan or otherwise, will be performed and governed by the terms and conditions set forth in this Agreement.

The fee arrangements for services provided are identified based upon the following categories:

- **Included** in annual Base fee
- **Hourly time charges** (See **Appendix B Billable Rate Schedule**)
- **Flat Fee** (per event) - Fee amount as indicated

Total fees for services to be provided are outlined on **Appendix B**.

Appendix A: Retirement Plan Services		
Service Description	Core Services	Additional Services
Implementation (Takeover Plans Only)		
Coordinate prior vendor(s) termination and asset transfer	Included	
Assistance in de-conversion communication to previous investment, recordkeeping, and administration providers	Included	
Coordinate execution of vendor contracts	Included	
Plan Document Maintenance Service		
Prepare one restated plan document, including adopting resolutions and Summary of Plan Provisions, every six years as needed due to discretionary changes or if required by regulation.	Included	
Prepare discretionary plan amendment and related adopting resolution	one per year included	Billable Rates
Miscellaneous Plan Document Services		
Prepare supplemental participation agreement(s) and adopting resolution(s), for additional employers adopting the plan.		Billable Rates
Prepare plan amendment and adopting resolution upon plan termination.		Billable Rates
Review or Draft custom participant communication.		Billable Rates
As necessary provide assistance in communication with attorney regarding Plan design related document language.		Billable Rates
Plan Administration Services		
Request, review and reconcile census data – additional charges will apply if not provided in Excel or similar electronic format;	Included 4 Hours	Additional at Billable Rates
Request compensation data based on plan's definition of compensation,	Included	
Verify eligibility and entry for contribution calculations,	Included	
Determine if each participant meets allocation requirements for each contribution source.	Included	
Reconciliation of census data not submitted in an acceptable electronic format.		Billable Rates
Re-computing of Plan information due to changes/errors in data provided.		Billable Rates
Verify compliance with maximum contribution limit.	Included	
Identify participants eligible for catchup contributions including whether any contributions made by any participant qualifies as a catchup contribution.	Included	
Perform additional services to facilitate passing or correcting failed contribution limit tests.		Billable Rates
Perform additional services to demonstrate compliance with nondiscrimination testing regarding employer contributions (applicable for certain non-electing church plans).		Billable Rates
Trust Accounting and Valuation		
Reconcile plan assets to participant account balances.	Included	

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Provide annual participant benefit statements to the Plan Sponsor/Administrator for distribution (to the extent not prepared by the Plan's recordkeeper).	Included	
Provide annual plan valuation, recordkeeping and (if applicable) compliance report.	Included One Annually	Flat Fee per Additional Copy
Perform trust accounting/asset reconciliation for custodial accounts.	Included 1 Hour/Plan Year	Additional at Billable Rates
Trust accounting for individual brokerage accounts (Plan and participant level).	Included 1 Hours/Plan Year	Additional at Billable Rates
Plan Distributions		
Prepare and process distribution packages for participants	Flat Fee	
Research, analysis and correspondence related to distributions, including Required Minimum Distributions, and Qualified Domestic Relations Orders ("QDROs")		Billable Rates
Minimum Required Distributions - research, analysis, correspondence, calculation, preparation and processing	Flat Fee	
Prepare IRS Form 1096 and Form(s) 1099-R for Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc. (when not prepared by recordkeeper/trustee or distribution processor trustee).		Flat Fee per 1096 Flat Fee per 1099-R
Review, research, correspondence, analysis, calculation for processing of Qualified Domestic Relations Orders ("QDROs")		Billable Rates
Hardship Distributions research - calculate the hardship limit, review and provide guidance for determining if hardship qualifications are satisfied and notify the Plan Sponsor/Administrator of the need to suspend salary deferrals if required by the Plan.		Billable Rates
Participant Loans		
Preparation and processing of loan application, promissory note and amortization schedule.		Flat Fee
Provide record keeping services for the term of the loan (annual loan administration).		Flat Fee with Minimum
Participant Loans - research, modeling, analysis and correspondence related to loan setup and record keeping.		Billable Rates
Other General Services		
Merger, acquisition or other corporate transaction due diligence		Billable Rates
Assist with identification and correction of operational, compliance or document qualification issues (including analysis, calculation, coordination of correction and/or IRS EPCRS submissions)		Billable Rates
Address search for missing participants		Flat Fee
Provide services associated with termination of CBIZ RPS services, including time required to transition information		Billable Rates
Other miscellaneous services not specified above, including, but not limited to, compliance issues, preparing or amending Government forms, preparing additional or correcting valuation reports and copying services.		Billable Rates

STATEMENT OF WORK # 1 | APPENDIX B - FLORIDA HOUSING DEFERRED COMPENSATION PLAN (457(b))

FEES AND CHARGES

Subject to the terms and conditions described in this Agreement, the following fees and charges shall be due from the Plan Sponsor, Plan Administrator and/or Plan for the CBIZ Services described in Appendix A:

Plan Documentation Fees	
Current Plan Document Restatement Period (thru July 31, 2022)	\$750
Recurring Annual Fees	
Administration and Compliance Services – Plan Year Beginning in 2021*	\$5,550
▪ Approximate Eligible Participants: 179	
Plan Document Maintenance Fee (starting August 1, 2022)	\$300
Other Ancillary Fees	
Discretionary Plan Amendments: (second and subsequent of year)	\$275 - \$750
DOL Delinquent Filer Voluntary Compliance Program Submission	\$500
Individual Brokerage Account Administration (per year/per account)	\$150
Specialized Consulting and Other Services (including review of QDRO)	Hourly Rate (\$90 - \$325)
Transaction Based Fees: Plan Distributions and Loans (if CBIZ is responsible for processing)	
Distribution Services (effective January 1, 2022):	
Termination/Retirement Distributions	\$95
In-Service Withdrawals	\$95
Required Minimum Distributions (RMD)	\$95
Hardship Withdrawals	\$105
Corrective Distributions	\$95
Qualified Domestic Relations Order (QDRO)	\$275
Loan Services (effective January 1, 2022):	
Loan application, promissory note and amortization schedule	\$200

***Indirect Compensation** as set forth on Appendix D will be used to offset Conversion/Implementation and Plan Document Fees and Recurring Annual Fees until fully utilized.

STATEMENT OF WORK # 1 | APPENDIX C - FLORIDA HOUSING DEFERRED COMPENSATION PLAN (457(b))

PLAN SPONSOR / PLAN ADMINISTRATOR RESPONSIBILITIES

In conjunction with the services described in Appendix A, the Plan Sponsor/Administrator agrees to perform all fiduciary duties and responsibilities, including but not limited to those listed below, on a timely basis:

- Provide CBIZ with complete, accurate, and reliable information, data, documents and other records necessary for CBIZ to perform the services set forth in Appendix A and provide CBIZ with requested management decisions, approvals and acceptances.
- Maintain the Plan(s) in full compliance, both as to operation and form, with ERISA, the Internal Revenue Code of 1986 (as amended) and all rules and regulations promulgated pursuant thereto ("Internal Revenue Code"), and all other applicable federal, state and local laws, regulations, and ordinances.
- Obtain and maintain the required amount of Fidelity Bond coverage, as required by ERISA, including enhanced bonding to cover Non-Qualifying Assets or employer securities if applicable.
- Retain an independent certified public accountant to audit the Plan(s) and provide the required audited financial statements on a timely basis for filing with the Form 5500 Annual Report, if applicable. The DOL under ERISA requires audited financial statements to be attached to the Form 5500 as follows:
 - Plan is required to attach Schedule H for "Large Plan" Form 5500 filing
 - More than 5% of Plan assets are invested in "Non-Qualifying Assets" and either (1) non-qualifying assets are not held by regulated institutions, or (2) sufficient enhanced Fidelity Bond coverage is not maintained
 - Plan holds employer stock or other employer securities and does not maintain sufficient enhanced Fidelity Bond coverage
- File all forms, documents and reports required to be filed with the appropriate government agencies (i.e. IRS, DOL, PBGC, etc.), except as may be included as part of the CBIZ services in Appendix A.
- Be solely responsible for all services and functions other than as specified in Appendix A.
- Be solely responsible for payment of fees and other expenses and otherwise maintaining relationships with benefits payors, claims administrators, and any other third party service providers with respect to or on behalf of the Plan(s).
- Maintain all plan related records (at both the Plan and employee levels) in compliance with DOL regulations under ERISA and IRS regulations under the Internal Revenue Code, including copies of reports provided by CBIZ.
- Cooperate and assist with CBIZ in its attempt to fulfill its responsibilities under this agreement as specified in Appendix A.

PLAN DOCUMENT

CBIZ has been engaged to provide Plan Document services, as specified in Appendix A.

- Review (including recommended attorney review) the Plan Document, Summary Plan Description ("SPD"), Loan Program, Plan Amendments, Summary of Material Modifications ("SMMs"), and any other Plan related documents and forms, as applicable. Execute the Plan Document and Amendment(s) and return executed copies to CBIZ.
- Distribute the SPD and SMMs to all eligible Plan participants timely, in accordance with Internal Revenue Code requirements.
- Maintain plan operations consistently and in compliance with all Plan documents.
- Distribute periodic participant notices or verify distribution of same by recordkeeping provider(s).

ADMINISTRATION

CBIZ has been engaged to provide Third Party Administration services as specified in Appendix A.

- Review and execute any and all forms, notices and contracts required to perform Plan Sponsor Fiduciary duties
- Maintain complete and accurate employee demographic, census and compensation information necessary to provide benefits under the Plan(s)
- Determine employees' date of eligibility to participate in the Plan(s)
- Obtain and retain completed beneficiary election and enrollment forms (if applicable) from Plan participants
- Coordinate all enrollment and deferral change activity with internal and/or external payroll and Recordkeeping service provider
- Determine participants required to be automatically enrolled and the timing of the enrollment, and confirm enrollment with payroll
- Determine participants subject to automatic deferral escalation and the timing the escalation, and confirm escalation with payroll
- Coordinate required deferral changes resulting from hardship distributions and confirm deferral suspension with payroll, if applicable
- Use compensation as defined in the Plan Document to calculate and fund employee and/or employer contributions

Florida Housing Finance Corporation Deferred Compensation Plan & Florida Housing Finance Corporation Defined Contribution Plan

- Remit all employee contributions, employer contributions and loan repayments on or before deadlines established by regulatory agencies
- Provide CBIZ with complete and accurate employee census and compensation data, as applicable based on Plan provisions
- Notify CBIZ and Recordkeeping provider of any changes in employee information
- Review all information and reports generated by CBIZ; report any and all inaccuracies or inconsistencies to CBIZ
- Provide all plan asset statements and/or valuations to CBIZ as requested

DISTRIBUTIONS AND LOANS

CBIZ has been engaged to provide Distribution and Loan services as specified in Appendix A.

- Maintain complete and accurate records related to participant distributions, including information related to service and vesting, termination, retirement, disability and death
- Maintain records to support participant hardship withdrawals, including documentation of the employee's immediate and heavy financial need, and suspend employee deferral contributions following hardship withdrawal as applicable
- Maintain records related to Qualified Domestic Relations Orders (QDROs) and forward copies of QDRO documentation to CBIZ necessary to process related account balance transfers and distributions, as applicable
- Provide CBIZ complete and accurate information necessary to process participant withdrawals and distributions
- Review distributions processed by CBIZ; report any and all inaccuracies or inconsistencies to CBIZ
- Maintain complete and accurate participant loan records, including documentation to support loans issued for the purchase of a primary residence if applicable
- Provide CBIZ complete and accurate information necessary to process participant loans
- Review participant loans processed by CBIZ report any and all inaccuracies or inconsistencies to CBIZ
- Coordinate loan payment activity with payroll and Recordkeeping service provider, as applicable
- Withhold and remit Federal and State (if applicable) taxes for Plan distributions or coordinate with distribution processor trustee
- File Forms 1099-R and 1096 (if applicable) with IRS and mail Forms 1099-R to participants as applicable or coordinate with distribution processor trustee
- File Form 945 with IRS or coordinate with distribution processor trustee

GOVERNMENT FILINGS

CBIZ has been engaged to perform Form 5500 [and other Government Forms] preparation services as specified in Appendix A.

- Provide CBIZ with detailed information necessary to prepare the Form 5500 Annual Report, applicable schedules and attachments, Summary Annual Report ("SAR"), and 8955-SSA, as requested.
- Provide CBIZ with a copy of the Independent Auditor's Report, if applicable
- Review, sign and file Form 5500, including applicable schedules and attachments, with the appropriate regulatory agency
- Review Form 8955-SSA and approve prior to CBIZ electronic submission
- Distribute Summary Annual Report to all eligible plan participants
- Review, Sign, and File Form 945 with IRS or coordinate with distribution processor trustee

STATEMENT OF WORK #1 | APPENDIX D - FLORIDA HOUSING DEFERRED COMPENSATION PLAN (457(b))

SERVICE FEE, BONUS AND OVERRIDE PAYMENTS FROM THE RECORD KEEPING VENDOR

John Hancock Indirect Compensation Schedule

TPA may receive "Installation Allowance" ("IA") payments under the John Hancock TPA Program ("Program"). IA payments are made for TPA's installation services and for certain other functions provided by TPA to the Plan, including but not limited to:

- Reconciliation of assets on takeover plans;
- Reconciliation loans on takeover plans;
- Coordinating data for set-up of new and takeover plans; and
- Setting up administrative systems for new and takeover plans.

The amount of any IA payment received by TPA will be disclosed on a schedule to the Form 5500 for that Plan year.

Eligibility:

TPAs with plan clients that enter into new John Hancock group annuity contracts (*i.e.*, contracts that are effective on or after January 1, 2015) are eligible to receive IA compensation, provided that TPA has completed a John Hancock Program application that has been approved by John Hancock.

Payment:

The amount of IA compensation paid to TPA is calculated monthly at the end of the applicable period. TPA will receive an amount equal to 100 basis points (1%) times the amount of all Recurring Dollars and an amount equal to 20 basis points (0.2%) times the amount of all Transfer Dollars.

"Recurring Dollars" means recurring deposits of a new plan adopting a John Hancock group annuity contract for which TPA provides administrative services during the first 12 months that the plan is funded by the John Hancock group annuity contract and does **not** include any amounts defined as Transfer Dollars.

"Transfer Dollars" means actual deposits transferred to John Hancock by a new plan (*i.e.*, a plan that enters into a John Hancock group annuity contract) during the calendar year and does **not** include any amounts defined as Recurring Dollars.

The following are **not** included in the calculation of IA payments:

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 the TPA is a fiduciary (*e.g.*, the retirement plan for the TPA's own company);
4. Amounts invested in Personal Brokerage Accounts; or
5. Earnings on investments within John Hancock group annuity contracts.

TPA expects to receive IA payments on a monthly basis.

In cases involving new plans with \$5 million or more in assets, TPA 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.

IA payments received by TPA from John Hancock will offset compensation to be received by TPA from Plan Sponsor or the Plan relative to TPA's Annual Administration Services.

John Hancock TPA Program: Efficiency Allowance Payments

TPA may receive "Efficiency Allowance" ("EA") payments under the Program.

EA payments are made to TPA for TPA's Annual Administration services and in exchange for the following additional services:

- Utilizing staff training sessions to increase efficiencies in connection with the use of John Hancock products;
- Managing existing John Hancock plans for retention;
- Using John Hancock electronic interfaces; and
- Participating in John Hancock TPA Program committees.

Florida Housing Finance Corporation Deferred Compensation Plan & Florida Housing Finance Corporation Defined Contribution Plan

TPA does not have sufficient information to disclose, in advance, how much EA compensation that it may receive in a particular year. This is because the total amount of assets invested by the plan in the John Hancock group annuity contract cannot be determined in advance. The amount of EA compensation that TPA may receive is calculated based on all assets held by the plan (1) for which TPA provides services and (2) which is funded by the John Hancock group annuity contract. The amount of any EA payment received by TPA and attributable to the Plan TPA in any given Plan year will be disclosed on a schedule to the Form 5500 for that Plan year.

Eligibility: TPAs with plan clients that enter into new John Hancock group annuity contracts (*i.e.*, contracts that are effective on or after January 1, 2015) are eligible to receive EA compensation in any given calendar year (January 1 – December 31), provided that TPA has completed a John Hancock Program application that has been approved by John Hancock.

Payment and Amount: TPA will receive an amount equal to 5 basis points (.05%) times the amount of all assets in the new plan (*i.e.*, a plan that enters into a John Hancock group annuity contract on or after January 1, 2015) during the computation period for which TPA provides services.

The following are **not** included in the calculation of plan assets for purposes of EA compensation:

1. Any amounts awaiting investment in John Hancock group annuity contracts;
2. Monies in a plan for which the TPA is a fiduciary (e.g., the retirement plan for the TPA's own company); or
3. Amounts invested in Personal Brokerage Accounts.

TPA expects to receive EA payments on a monthly basis.

EA payments received by TPA from John Hancock will offset compensation to be received by TPA from Plan Sponsor or the Plan relative to TPA's Annual Administration Services.

STATEMENT OF WORK # 2 – FLORIDA HOUSING FINANCE CORPORATION DEFINED CONTRIBUTION PLAN (401(a))

Subject to the terms and conditions described in the Agreement, CBIZ shall provide services as set forth below.

The services that are reported as **Core Services** represent services that the Client authorizes CBIZ to provide on behalf of the Plan. **Additional Services** represent services that CBIZ will not be responsible for unless engaged by the Client to be provided for an additional fee. Any Additional Services, regardless of how engaged via written project plan or otherwise, will be performed and governed by the terms and conditions set forth in this Agreement.

The fee arrangements for services provided are identified based upon the following categories:

- **Included** in annual Base fee
- **Hourly time charges** (See **Appendix B Billable Rate Schedule**)
- **Flat Fee** (per event) - Fee amount as indicated

Total fees for services to be provided are outlined on **Appendix B**.

Appendix A: Retirement Plan Services		
Service Description	Core Services	Additional Services
Implementation (Takeover Plans Only)		
Coordinate prior vendor(s) termination and asset transfer	Included 4 Hours	Add'l Hours at Standard Rates
Review and consultation of existing plan administration documents	Included	
Assistance in de-conversion communication to previous investment, recordkeeping, and administration providers	Included	
Assistance in collection of administration documents from previous TPA	Included	
Coordinate execution of vendor contracts	Included	
Plan Document		
Review and consultation of current plan design; recommend plan document provisions	Included	
Assistance in communication with ERISA attorney regarding Plan design related document language for individually designed document.		Hourly Rate
Prepare new plan document utilizing a CBIZ sponsored plan document (including adopting resolution, participant loan program (when applicable) and Summary Plan Description (SPD)).	Flat Fee	
Submit plan document to the IRS for a Favorable Determination Letter, including preparation of Form 5300 or 5307 and required attachments.		Hourly Rate
Prepare mandatory plan document restatement, adopting resolution, participant loan program (when applicable) and Summary Plan Description (SPD) on the five year cycle for individually designed plans or on the six year cycle for prototype and volume submitter plans as required by the IRS.	Included in Document Maintenance Fee	
Prepare supplemental participation agreement(s), adopting resolution(s), and Summary of Material Modification(s) (SMM) for additional employers adopting the plan.	Included	
Prepare suggested language for mandatory plan amendment, adopting resolution and Summary of Material Modification (SMM) due to changes in pension law as required by applicable regulatory agency.	Included in Document Maintenance Fee	
Prepare suggested language for discretionary plan amendment(s), including adopting resolution and Summary of Material Modification (SMM).	Included One per Year	Add'l at Standard Rates
Prepare suggested language for corrective plan amendments and adopting resolutions due to eligibility and entry, nondiscrimination, and/or coverage testing failures.	Flat Fee	
Prepare plan amendment, employee notice(s), adopting resolution and Summary of Material Modification (SMM) upon plan termination, merger or substantial reduction in pension benefits.	Flat Fee	
Draft or review participant Safe Harbor notice (Annually)	Included	
Draft or review participant QDIA notice (Annually)	Included in Document Maintenance Fee	
Draft or review participant Fee Disclosure notice (Annually)	Included in Document Maintenance Fee	
Draft or review participant Auto Enrollment notice (Annually)	Included in Document Maintenance Fee	
Administration (Data, Contributions and Trust Accounting/Valuation)		

Florida Housing Finance Corporation Deferred Compensation Plan & Florida Housing Finance Corporation Defined Contribution Plan

Request, review and reconcile census data - additional charges will apply if not provided in Excel or similar electronic format	Included 4 Hours	Add'l Hours at Standard Rates
Reconciliation of census data not submitted in an acceptable electronic format		Hourly Rate
Re-computing of Plan information due to changes/errors in data provided		Hourly Rate
Late submission of Data - Later than 7 ½ months after year end	Flat Fee - \$200	
Late submission of Data - Later than 8 months after year end	Flat Fee - \$400	
Late submission of Data - Later than 8 ½ months after year end	Flat Fee - \$600	
Calculate Earned Income for self-employed participants with K-1 or Schedule C compensation	Included	
Verify eligibility and entry for contribution calculations or testing based on client provided data	Included	
Determine (calculate and/or verify) vesting status of participant accounts based on hours and/or service information provided	Included	
Contributions / Allocations		
Calculate the allocation of employer contributions by source	Included (One annually 4 Hrs/Plan Year)	Add'l Hours at Standard Rates
Calculation of allocations satisfying Code Section 401(a)(4) on a contribution or benefits basis.	Included in Cross Tested Flat Fee	
Provide contribution projections (including coordination with Plan Sponsor and ERISA Attorney) in preliminary 401(a)(4) allocation for year-end planning		Hourly Rate
Assist with utilization of funds in the forfeiture account	Included	
Trust Accounting and Valuation		
Perform trust accounting/asset reconciliation for <u>custodial account(s)</u>	Included 4 Hrs/Plan Year	Add'l Hours at Standard Rates
Trust accounting for individual brokerage accounts (Plan and participant level), including reconciliation of brokerage accounts outside of recordkeeper platform	Included in Brokerage Account Flat Fee	
Coordination of life insurance policies as a plan asset (PS-58 costs) reporting		Flat Fee
Provide annual plan valuation(s), recordkeeping and compliance report	Included	
Provide annual participant benefit statements to the Plan Sponsor/Administrator for distribution (to the extent not prepared by the Plan's recordkeeper)	Included	
General		
Answer general legislative, compliance, administrative or consulting questions	Included 4 Hrs/Plan Year	Add'l Hours at Standard Rates
Coordinate and respond to data requests and inquiries of Certified Public Accountant when annual audited financial statements are required.		Hourly Rate
Additional administration services for Multiple Employer Plans	Flat Fee	
Coordination and assistance with internal conversions (vendor change)	Flat Fee	
Compliance		
Verify compliance with §402(g) maximum employee deferral contribution limit	Included	
Verify compliance with §415 annual addition/contributions (or benefits) limits	Included	
Highly compensated employee (HCE) determination under Code §414(q)	Included	
Identify participants eligible for catchup contributions under Code §414(v), including whether any contributions made by any participant qualifies as a catchup contribution	Included	
ADP testing pursuant to §401(k) for employee deferrals (including corrective QNEC calculation) including corrections options for failed tests, if applicable	Included	
ACP Testing pursuant to §401(m) for matching and post-tax contributions including corrections options for failed tests, if applicable	Included	
§410(b)(1) Coverage Testing (Ratio Percentage Test)	Included	
Plan limit analysis (Pre-Tax, Roth, After-Tax, Catch-up)	Included	
§410(b)(2) Coverage Testing - Average Benefits Percentage Test		Hourly Rate
§401(a)(4)-4 Benefits, Rights and Features Testing (for multiple match tiers)		Hourly Rate
§401(a)(4)-2 General Rate Group Testing (contribution or benefit basis)	Included in Cross Tested Flat Fee	
§416(g) Top Heavy Testing or Assessment and calculation of required minimum top heavy contributions (or benefits), including Key Employee identification	Included	
Deductibility Limit under Code §404	Included	
Perform compliance testing projections for tests other than §401(k) and §401(m)		Hourly Rate

Florida Housing Finance Corporation Deferred Compensation Plan & Florida Housing Finance Corporation Defined Contribution Plan

Prepare Form 5330 for excise tax payment related to late §401(k) and/or §401(m) contribution refunds.	Included	
Government Filings		
Preparation of Small Plan Form 5500-SF, applicable schedules and Summary Annual Report	Included	
Preparation of Large Plan Form 5500 with Schedule H, other applicable schedules (with Independent Auditor's Report attached) and Summary Annual Report	Included	
Prepare and file Form 5558 to extend the Form 5500 filing deadline	Included	
Preparation of Form 8955-SSA w/ electronic submission to IRS	Included	
Plan Distributions and Loans		
Review of recordkeeper distribution paperwork	Included	
Research, prepare and process distribution packages for participants (in-service, termination, death, disability, and retirement)	Included	
Hardship Distributions - calculate the hardship limit, review and provide guidance for determining if hardship qualifications are satisfied, prepare and process distribution and notify the Plan Sponsor/Administrator of the need to suspend salary deferrals if required by the Plan.	Included	
Minimum Required Distributions - research, analysis, correspondence, calculation, preparation and processing	Included	
Prepare IRS Form 1096 and Form(s) 1099-R for Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc. (when not prepared by recordkeeper/trustee or distribution processor trustee).	Included	
Prepare IRS Form 945 - Annual Return of Withheld Federal Income Tax (when not prepared by recordkeeper/trustee or distribution processor trustee).	Included	
Preparation and processing of loan application, promissory note and amortization schedule.	Included	
Provide record keeping services for the term of the loan (annual loan administration).	Included	
Other General Services		
Research and consulting regarding regulatory, general legislative, compliance or administrative matters		Hourly Rate
Controlled group or affiliated service group analysis		Hourly Rate
Merger, acquisition or other corporate transaction due diligence		Hourly Rate
Qualified Separate Lines of Business ("QSLOB") analysis or testing		Hourly Rate
Plan design study, analysis and recommendations		Hourly Rate
QDROs - Review and/or process Qualified Domestic Relations Orders ("QDROs")	Flat Fee	
Attend client, service provider or committee meetings, as requested		Hourly Rate
Review or draft custom participant communications or notices		Hourly Rate
Assist with identification and correction of operational, compliance or document qualification issues (including analysis, calculation, coordination of correction and/or IRS EPCRS submissions)		Hourly Rate
Provide services associated with correction of fiduciary issues, including assistance resolving prohibited transactions		Hourly Rate
Assist with DOL Delinquent Filer Voluntary Compliance Program (DFVCP) for delinquent Form 5500 Filings		Hourly Rate
IRS audit or DOL review support, including assistance with required corrections		Hourly Rate
Review and develop Plan compliance / administration policies and workflow		Hourly Rate
Plan termination services, including preparation of documents to terminate Plan, preparation of IRS forms to obtain IRS favorable determination letter and preparation of final Form 5500		Hourly Rate
Address search for missing participants		Flat Fee
Provide services associated with termination of CBIZ services, including time required to transition information		Hourly Rate
Other miscellaneous services not specified above, including, but not limited to, compliance issues, preparing or amending Government forms, preparing additional or correcting valuation reports and copying services.		Hourly Rate

STATEMENT OF WORK # 2 | APPENDIX B - FLORIDA HOUSING FINANCE CORPORATION DEFINED CONTRIBUTION PLAN (401(a))

FEES AND CHARGES

Subject to the terms and conditions described in this Agreement, the following fees and charges shall be due from the Plan Sponsor, Plan Administrator and/or Plan for the CBIZ Services described in Appendix A:

Plan Documentation Fees	
Current Plan Document Restatement Period (thru July 31, 2022)	\$750
Recurring Annual Fees	
Administration and Compliance Services – Plan Year Beginning in 2021*	\$4,850
• Approximate Eligible Participants: 179	
Plan Document Maintenance Fee (starting August 1, 2022)	\$300
Other Ancillary Fees	
Discretionary Plan Amendments: (second and subsequent of year)	\$275 - \$750
DOL Delinquent Filer Voluntary Compliance Program Submission	\$500
Individual Brokerage Account Administration (per year/per account)	\$150
Specialized Consulting and Other Services (including review of QDRO)	Hourly Rate (\$90 - \$325)
Transaction Based Fees: Plan Distributions and Loans (if CBIZ is responsible for processing)	
Distribution Services (effective January 1, 2022):	
Termination/Retirement Distributions	\$95
In-Service Withdrawals	\$95
Required Minimum Distributions (RMD)	\$95
Hardship Withdrawals	\$105
Corrective Distributions	\$95
Qualified Domestic Relations Order (QDRO)	\$275
Loan Services (effective January 1, 2022):	
Loan application, promissory note and amortization schedule	\$200

*~~Indirect Compensation~~ as set forth on Appendix D will be used to offset Conversion/Implementation and Plan Document Fees and Recurring Annual Fees until fully utilized.

STATEMENT OF WORK # 2 | APPENDIX C - FLORIDA HOUSING FINANCE CORPORATION DEFINED CONTRIBUTION PLAN (401(a))

PLAN SPONSOR / PLAN ADMINISTRATOR RESPONSIBILITIES

In conjunction with the services described in Appendix A, the Plan Sponsor/Administrator agrees to perform all fiduciary duties and responsibilities, including but not limited to those listed below, on a timely basis:

- Provide CBIZ with complete, accurate, and reliable information, data, documents and other records necessary for CBIZ to perform the services set forth in Appendix A and provide CBIZ with requested management decisions, approvals and acceptances.
- Maintain the Plan(s) in full compliance, both as to operation and form, with ERISA, the Internal Revenue Code of 1986 (as amended) and all rules and regulations promulgated pursuant thereto ("Internal Revenue Code"), and all other applicable federal, state and local laws, regulations, and ordinances.
- Obtain and maintain the required amount of Fidelity Bond coverage, as required by ERISA, including enhanced bonding to cover Non-Qualifying Assets or employer securities if applicable.
- Retain an independent certified public accountant to audit the Plan(s) and provide the required audited financial statements on a timely basis for filing with the Form 5500 Annual Report, if applicable. The DOL under ERISA requires audited financial statements to be attached to the Form 5500 as follows:
 - Plan is required to attach Schedule H for "Large Plan" Form 5500 filing
 - More than 5% of Plan assets are invested in "Non-Qualifying Assets" and either (1) non-qualifying assets are not held by regulated institutions, or (2) sufficient enhanced Fidelity Bond coverage is not maintained
 - Plan holds employer stock or other employer securities and does not maintain sufficient enhanced Fidelity Bond coverage
- File all forms, documents and reports required to be filed with the appropriate government agencies (i.e. IRS, DOL, PBGC, etc.), except as may be included as part of the CBIZ services in Appendix A.
- Be solely responsible for all services and functions other than as specified in Appendix A.
- Be solely responsible for payment of fees and other expenses and otherwise maintaining relationships with benefits payors, claims administrators, and any other third party service providers with respect to or on behalf of the Plan(s).
- Maintain all plan related records (at both the Plan and employee levels) in compliance with DOL regulations under ERISA and IRS regulations under the Internal Revenue Code, including copies of reports provided by CBIZ.
- Cooperate and assist with CBIZ in its attempt to fulfill its responsibilities under this agreement as specified in Appendix A.

PLAN DOCUMENT

CBIZ has been engaged to provide Plan Document services, as specified in Appendix A.

- Review (including recommended attorney review) the Plan Document, Summary Plan Description ("SPD"), Loan Program, Plan Amendments, Summary of Material Modifications ("SMMs"), and any other Plan related documents and forms, as applicable. Execute the Plan Document and Amendment(s) and return executed copies to CBIZ.
- Distribute the SPD and SMMs to all eligible Plan participants timely, in accordance with Internal Revenue Code requirements.
- Maintain plan operations consistently and in compliance with all Plan documents.
- Distribute periodic participant notices or verify distribution of same by recordkeeping provider(s).

ADMINISTRATION

CBIZ has been engaged to provide Third Party Administration services as specified in Appendix A.

- Review and execute any and all forms, notices and contracts required to perform Plan Sponsor Fiduciary duties
- Maintain complete and accurate employee demographic, census and compensation information necessary to provide benefits under the Plan(s)
- Determine employees' date of eligibility to participate in the Plan(s)
- Obtain and retain completed beneficiary election and enrollment forms (if applicable) from Plan participants
- Coordinate all enrollment and deferral change activity with internal and/or external payroll and Recordkeeping service provider
- Determine participants required to be automatically enrolled and the timing of the enrollment, and confirm enrollment with payroll
- Determine participants subject to automatic deferral escalation and the timing the escalation, and confirm escalation with payroll
- Coordinate required deferral changes resulting from hardship distributions and confirm deferral suspension with payroll, if applicable

Florida Housing Finance Corporation Deferred Compensation Plan & Florida Housing Finance Corporation Defined Contribution Plan

- Use compensation as defined in the Plan Document to calculate and fund employee and/or employer contributions
- Remit all employee contributions, employer contributions and loan repayments on or before deadlines established by regulatory agencies
- Provide CBIZ with complete and accurate employee census and compensation data, as applicable based on Plan provisions
- Notify CBIZ and Recordkeeping provider of any changes in employee information
- Review all information and reports generated by CBIZ; report any and all inaccuracies or inconsistencies to CBIZ
- Provide all plan asset statements and/or valuations to CBIZ as requested

DISTRIBUTIONS AND LOANS

CBIZ has been engaged to provide Distribution and Loan services as specified in Appendix A.

- Maintain complete and accurate records related to participant distributions, including information related to service and vesting, termination, retirement, disability and death
- Maintain records to support participant hardship withdrawals, including documentation of the employee's immediate and heavy financial need, and suspend employee deferral contributions following hardship withdrawal as applicable
- Maintain records related to Qualified Domestic Relations Orders (QDROs) and forward copies of QDRO documentation to CBIZ necessary to process related account balance transfers and distributions, as applicable
- Provide CBIZ complete and accurate information necessary to process participant withdrawals and distributions
- Review distributions processed by CBIZ; report any and all inaccuracies or inconsistencies to CBIZ
- Maintain complete and accurate participant loan records, including documentation to support loans issued for the purchase of a primary residence if applicable
- Provide CBIZ complete and accurate information necessary to process participant loans
- Review participant loans processed by CBIZ report any and all inaccuracies or inconsistencies to CBIZ
- Coordinate loan payment activity with payroll and Recordkeeping service provider, as applicable
- Withhold and remit Federal and State (if applicable) taxes for Plan distributions or coordinate with distribution processor trustee
- File Forms 1099-R and 1096 (if applicable) with IRS and mail Forms 1099-R to participants as applicable or coordinate with distribution processor trustee
- File Form 945 with IRS or coordinate with distribution processor trustee

GOVERNMENT FILINGS

CBIZ has been engaged to perform Form 5500 [and other Government Forms] preparation services as specified in Appendix A.

- Provide CBIZ with detailed information necessary to prepare the Form 5500 Annual Report, applicable schedules and attachments, Summary Annual Report ("SAR"), and 8955-SSA, as requested.
- Provide CBIZ with a copy of the Independent Auditor's Report, if applicable
- Review, sign and file Form 5500, including applicable schedules and attachments, with the appropriate regulatory agency
- Review Form 8955-SSA and approve prior to CBIZ electronic submission
- Distribute Summary Annual Report to all eligible plan participants
- Review, Sign, and File Form 945 with IRS or coordinate with distribution processor trustee

STATEMENT OF WORK #2 | APPENDIX D - FLORIDA HOUSING FINANCE CORPORATION DEFINED CONTRIBUTION PLAN (401(a))

SERVICE FEE, BONUS AND OVERRIDE PAYMENTS FROM THE RECORD KEEPING VENDOR

John Hancock Indirect Compensation Schedule

TPA may receive "Installation Allowance" ("IA") payments under the John Hancock TPA Program ("Program"). IA payments are made for TPA's installation services and for certain other functions provided by TPA to the Plan, including but not limited to:

- Reconciliation of assets on takeover plans;
- Reconciliation loans on takeover plans;
- Coordinating data for set-up of new and takeover plans; and
- Setting up administrative systems for new and takeover plans.

The amount of any IA payment received by TPA will be disclosed on a schedule to the Form 5500 for that Plan year.

Eligibility:

TPAs with plan clients that enter into new John Hancock group annuity contracts (*i.e.*, contracts that are effective on or after January 1, 2015) are eligible to receive IA compensation, provided that TPA has completed a John Hancock Program application that has been approved by John Hancock.

Payment:

The amount of IA compensation paid to TPA is calculated monthly at the end of the applicable period. TPA will receive an amount equal to 100 basis points (1%) times the amount of all Recurring Dollars and an amount equal to 20 basis points (0.2%) times the amount of all Transfer Dollars.

"Recurring Dollars" means recurring deposits of a new plan adopting a John Hancock group annuity contract for which TPA provides administrative services during the first 12 months that the plan is funded by the John Hancock group annuity contract and does **not** include any amounts defined as Transfer Dollars.

"Transfer Dollars" means actual deposits transferred to John Hancock by a new plan (*i.e.*, a plan that enters into a John Hancock group annuity contract) during the calendar year and does **not** include any amounts defined as Recurring Dollars.

The following are **not** included in the calculation of IA payments:

6. Any amounts awaiting investment in John Hancock group annuity contracts;
7. Internal transfers within John Hancock group annuity contracts;
8. Monies in a plan for which the TPA is a fiduciary (*e.g.*, the retirement plan for the TPA's own company);
9. Amounts invested in Personal Brokerage Accounts; or
10. Earnings on investments within John Hancock group annuity contracts.

TPA expects to receive IA payments on a monthly basis.

In cases involving new plans with \$5 million or more in assets, TPA 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.

IA payments received by TPA from John Hancock will offset compensation to be received by TPA from Plan Sponsor or the Plan relative to TPA's Annual Administration Services.

John Hancock TPA Program: Efficiency Allowance Payments

TPA may receive "Efficiency Allowance" ("EA") payments under the Program.

EA payments are made to TPA for TPA's Annual Administration services and in exchange for the following additional services:

- Utilizing staff training sessions to increase efficiencies in connection with the use of John Hancock products;
- Managing existing John Hancock plans for retention;
- Using John Hancock electronic interfaces; and
- Participating in John Hancock TPA Program committees.

Florida Housing Finance Corporation Deferred Compensation Plan & Florida Housing Finance Corporation Defined Contribution Plan

TPA does not have sufficient information to disclose, in advance, how much EA compensation that it may receive in a particular year. This is because the total amount of assets invested by the plan in the John Hancock group annuity contract cannot be determined in advance. The amount of EA compensation that TPA may receive is calculated based on all assets held by the plan (1) for which TPA provides services and (2) which is funded by the John Hancock group annuity contract. The amount of any EA payment received by TPA and attributable to the Plan TPA in any given Plan year will be disclosed on a schedule to the Form 5500 for that Plan year.

Eligibility: TPAs with plan clients that enter into new John Hancock group annuity contracts (*i.e.*, contracts that are effective on or after January 1, 2015) are eligible to receive EA compensation in any given calendar year (January 1 – December 31), provided that TPA has completed a John Hancock Program application that has been approved by John Hancock.

Payment and Amount: TPA will receive an amount equal to 5 basis points (.05%) times the amount of all assets in the new plan (*i.e.*, a plan that enters into a John Hancock group annuity contract on or after January 1, 2015) during the computation period for which TPA provides services.

The following are **not** included in the calculation of plan assets for purposes of EA compensation:

4. Any amounts awaiting investment in John Hancock group annuity contracts;
5. Monies in a plan for which the TPA is a fiduciary (e.g., the retirement plan for the TPA's own company); or
6. Amounts invested in Personal Brokerage Accounts.

TPA expects to receive EA payments on a monthly basis.

EA payments received by TPA from John Hancock will offset compensation to be received by TPA from Plan Sponsor or the Plan relative to TPA's Annual Administration Services.