

# ELITE CHOICE RETIREMENT PROGRAM

403(B) PLANS

**TRUSOURCE  
NEW ACCOUNT PACKAGE**

# New Account Package

For The

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## 403(b) Plan

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person and/or entity that opens an account.

*For your convenience all of the non-applicable pages of the TRUSOURCE New Account Package for your plan have been removed. As a result there will be some gaps in the page numbering.*

Employer/Plan Sponsor Name: \_\_\_\_\_

Street Address / P.O. Box (mailing): \_\_\_\_\_

City, State Zip code (mailing): \_\_\_\_\_

Street Address (if different from mailing): \_\_\_\_\_

City, State Zip code (if different from mailing): \_\_\_\_\_

Correspondence Plan Contact: \_\_\_\_\_ Phone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_ Fax number: \_\_\_\_\_

Daily Plan Contact: SAME \_\_\_\_\_ Phone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_ Fax number: \_\_\_\_\_

Federal Plan EIN#: \_\_\_\_\_



## Resolution of the Governing Board for Startup Plans

At a recent meeting of the Governing Board of the \_\_\_\_\_ the following resolutions were made:

RESOLVED: The Governing Board has determined that it would be in the best interest of the employees of the Office of Education to establish a defined contribution retirement plan (the "Plan").

RESOLVED: Union Bank of California, National Association, is appointed to serve as Custodian for that portion of the Plan consisting of assets defined under IRC 403(b)(7) and TRUSOURCE, a division of Union Bank of California, N.A. ("TRUSOURCE") is appointed to serve as and Recordkeeper for the Plan, subject to its acceptance in writing of such appointment.

RESOLVED: That instructions pertaining to the Plan/Custodial Agreement shall be signed with the Plan/Custodial Agreement name followed by the signature of the authorized signers as set forth below under Specimen Signatures:

Authorized signatures required:     One     Majority     All     Other: \_\_\_\_\_

All instructions issued by persons authorized to direct TRUSOURCE pursuant to the Plan and/or Custody Agreement prior to the date of the adoption of this resolution are hereby ratified and approved. With respect to the TRUSOURCE Administrative Services Agency Agreement, the Plan (including the Plan's Participant Loan Policy) and the Custodial Agreement, all such persons shall have authority to provide instructions to TRUSOURCE; (i) on behalf of the Plan Sponsor, (ii) on behalf of the Plan Administrator, and (iii) on behalf of the Loan Fiduciary, unless specified otherwise. The signature authorizations shall be valid and binding upon the Plan Sponsor, the Custodian, the Plan and all beneficiaries. This authorization shall supersede any and all prior authorizations and shall remain in effect until TRUSOURCE receives a Resolution to the contrary, executed by a duly authorized representative of the Plan Sponsor, provided that any such revocation of authority shall not affect the validity of instructions by any person or persons who at the time were authorized to act.

Those individuals who are indicated as committee members below, shall serve on the Plan Administrative Committee and shall administer the Plan in accordance with its provisions.

SPECIMEN SIGNATURES			
Name/Title	Signature	Authorization Restrictions	Committee Member
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

*I hereby certify that the above resolution was duly enacted.*

\_\_\_\_\_

(Secretary) \_\_\_\_\_  
(Date)

## Administrative Services Agency Agreement for Daily Valuation Recordkeeping Services

THIS AGREEMENT is made by and between TRUSOURCE, a division of Union Bank of California, National Association ("Agent"), and \_\_\_\_\_ ("EMPLOYER"). This Agreement sets forth the terms, conditions and obligations of the parties with regard to services to be performed by the Agent on behalf of the EMPLOYER in connection with the \_\_\_\_\_ 403(b) Retirement Plan.

EMPLOYER, by signing this Agreement, has retained the Agent to provide the services listed below in Article 1 and following. It is understood by the parties to this Agreement that the Agent's duties under this Agreement shall be strictly confined to the terms of this Agreement and are separate and distinct from any duties it may have to the Plan if it is also named as the Plan 403(b)(7) Custodian.

### ARTICLE I AGENT'S DUTIES

- 1.1. **Recordkeeping.** Agent shall maintain records of participant accounts established by the EMPLOYER under the terms of the Plan. Such records shall reflect adjustments and allocations of participant contributions, employer contributions, if any, forfeitures, if any, and investment gains or losses. Agent shall make such adjustments and allocations in accordance with the terms of the Plan and applicable Internal Revenue Service ("IRS") and Department of Labor ("DOL") regulations based on information furnished by the EMPLOYER in accordance with Paragraph 2.2 of this Agreement.
- 1.2. **Reports.** Agent shall furnish the EMPLOYER a comprehensive Employer Administrative Report and Participants individual Participant Statements quarterly. Such statements shall reflect the status of the account of each Plan participant as of the last day of the quarterly reporting period specified by the EMPLOYER. Statements shall include the balance of the account at the beginning of the reporting period, adjustments and allocations to the account (such as contributions, forfeitures, withdrawals and investment earnings, etc.) during the reporting period, and the balance at the end of the reporting period. All reports shall be made available on the website solely to the EMPLOYER and its designated TPA pursuant to the Designation of Third Party Administrator unless otherwise agreed to by the Agent. Participant quarterly statements will be mailed to participant homes unless otherwise directed by the EMPLOYER.
- 1.3. **Allocations of Contributions.** Agent shall allocate contributions to individual participant accounts as specified by the EMPLOYER or its TPA and to investment funds established under the Plan based upon the directions of the Participant as described in Article 3, unless specified otherwise by the EMPLOYER. In the absence of directions or in the case of improper or incomplete directions at the sole discretion of the Agent, cash shall automatically be invested in the default investment vehicle. Such cash shall continue to be so invested unless and until the person responsible for giving investment directions directs otherwise or until such date as the cash is returned to the EMPLOYER or its TPA, if so designated, as described in Paragraph 4.1.
- 1.4. **Transfers between Investment Funds.** Agent shall transfer existing account balances among investment funds established under the Plan based upon directions of the Participant as described in Article 3, unless specified otherwise by the EMPLOYER. In the case of improper or incomplete transfer directions at the sole discretion of the Agent, no such transfer shall be effected. Agent shall promptly notify the directing party and request further instruction.
- 1.5. **Documentation for Participant Loans.** Based upon available records and information supplied by the EMPLOYER, the Agent shall initiate participant loan documentation at the request of the Participant and designated loan fiduciary as described in Article 3, unless specified otherwise by the EMPLOYER. Such documentation shall include direction, pledge of account balance, application for loan and certification of loan purpose, promissory note, security agreement, federal disclosure statement and spousal consent to loan to the extent required under the Plan provisions. However, it is agreed and understood by all parties that the Agent in its capacity under this Agreement shall have no discretionary authority to grant a request for a loan, to establish the terms of a loan or to make the final determination of maximum allowable loan amounts under the Plan.
- 1.6. **Determination of Vested Interest.** The Agent shall assist the EMPLOYER in the determination of each participant's vested interest based upon data supplied by the EMPLOYER. However, the Agent shall not assume sole responsibility to make such a determination nor shall the Agent be responsible for the correctness of the determination.
- 1.7. **Tax Returns.** Agent shall maintain information necessary to complete federal and state tax returns such as IRS Form 1099-R relating to participant distributions and shall provide such forms as required. However, Agent shall have no duty or responsibility to advise the EMPLOYER, participants, former participants or beneficiaries on the tax consequences of a distribution or the advisability of various optional methods of distribution.
- 1.8. **Administration.** Agent shall coordinate and consult closely with the EMPLOYER and its attorney(s) and accountant(s), as requested, to facilitate proper, timely and efficient administration of the Plan.
- 1.9. **Other Plans.** Agent shall have no responsibility whatsoever with regard to any other qualified or non-qualified Plans maintained by the EMPLOYER other than the Plan named within this Agreement. Agent shall have no duty to determine combined plan limitations with respect to the IRC, ERISA and regulations thereunder such as Annual Additions or maximum allowable participant loans. Agent will perform its duties under this Agreement as though the EMPLOYER maintained only the single Plan.
- 1.10. **Delegation of Duties.** Agent may perform any of its duties under this Agreement through its delegated subcontractors. However, nothing in this Paragraph 1.10 shall relieve the Agent of its duties as described in this Agreement.

- 1.11 **General.** Agent shall perform its duties in a prudent and professional manner in accordance with normal standards and practices in the recordkeeping field. Agent shall correct at no cost to the EMPLOYER inaccurate reports caused solely by the Agent's error. The above notwithstanding, nothing contained in this Agreement shall be construed to impose upon the Agent any duty or responsibility other than the ministerial functions described above.
- 1.12 **Prototype Documents.** Agent shall provide and maintain prototype plan documents for adoption by the EMPLOYER while the Plan is being serviced under this Agreement. EMPLOYER acknowledges that the form and content of the prototype documents may unilaterally be amended by Agent and that documents may not accommodate specialized provisions.

## ARTICLE II EMPLOYER'S DUTIES

- 2.1. **Authorized Representatives.** EMPLOYER shall furnish the Agent a listing in writing indicating the person or persons who are authorized to act in its behalf in connection with this Agreement. Until receipt of written notice to the contrary, the Agent shall be entitled to rely conclusively on any such listing and on any communication or notice which purports to have been signed by said duly appointed representative of the EMPLOYER, as the case may be, and which purports to have been authorized by the EMPLOYER.
- 2.2. **Information for Agent.** EMPLOYER shall or cause TPA to furnish to the Agent any and all information the Agent shall request to perform its duties under this Agreement. All such data shall be furnished in a format and electronic medium reasonably acceptable to the Agent. EMPLOYER agrees to pay the Agent the compensation described in the Fee Schedule in the event additional work, including gathering data and information, data input, auditing, balancing and or calculating is necessary due to the EMPLOYER's failure to provide such information in the form and manner requested. EMPLOYER acknowledges that if any services are required to be repeated due to incorrect or incomplete information from the EMPLOYER that additional fees will be payable for such services as specified by Agent and agreed upon by EMPLOYER at rates disclosed on the Fee Schedule. EMPLOYER further agrees that it will extend scheduled deadlines, if necessary, in the event that it has failed to furnish the information requested.
- 2.3. **Delivery.** EMPLOYER shall or cause TPA to deliver to the Agent requested data and information in sufficient time, as reasonably determined by Agent, to allow the Agent to perform its duties. EMPLOYER agrees to reimburse the Agent at cost for any special delivery or other premium mailing expenses incurred.
- 2.4. **Verification.** EMPLOYER shall carefully verify all information, reports and governmental forms prepared by the Agent prior to use and shall notify the Agent promptly within thirty (30) days of any errors or omissions.
- 2.5. **Notification of Changes.** EMPLOYER shall promptly notify the Agent of any changes to the Plan no later than thirty (30) days prior to the effective date. EMPLOYER shall promptly notify the Agent of any participant change including but not limited to termination of employment, change of name address or social security number, reinstatement of employment.
- 2.6. **Discontinuance of Prototype Plan.** EMPLOYER acknowledges that upon the termination of this Agreement that the prototype plan documents provided by Agent and adopted by EMPLOYER will no longer be maintained by Agent as a prototype plan document on behalf of the EMPLOYER's plan and that the Plan will be treated as an individually designed plan sponsored by the EMPLOYER and for which the EMPLOYER and not the Agent will be responsible for the continued qualified status of the Plan . EMPLOYER further acknowledges that should EMPLOYER's counsel or other delegated representative(s) of the EMPLOYER change the content of the documents with or without notification provided to Agent, Agent at its sole discretion may discontinue maintenance of the document as a prototype and treat the document an individually designed document.
- 2.7. **Regulatory Reporting and Compliance.** EMPLOYER acknowledges that it is responsible for any required regulatory reporting or compliance testing, if applicable.

## ARTICLE III PARTICIPANT ACCESS TO RECORDS

- 3.1. **Participant Records.** Unless specified otherwise by the EMPLOYER, a Plan participant shall have access to all information related to such participant's account held by the Agent. Any such Participant may request such information in accordance with uniform, nondiscriminatory rules established by the EMPLOYER and agreed to by the Agent.
- 3.2. **Allocation to Investment Options.** Unless specified otherwise by the EMPLOYER, a Participant may direct the Agent to establish or modify the investment option allocation percentages with respect to his or her own account. The Agent shall effect such directives only to the extent that such investment elections comply with the terms of the Plan and that such funds are available for investment.
- 3.3. **Investment Transfers.** Unless specified otherwise by the EMPLOYER, a Participant may direct the Agent to effect transfers between investment funds established under the Plan for his or her own account. The Agent shall effect such transfers only to the extent that such transfers comply with the terms of the Plan and that such funds are available for investment.
- 3.4. **Initiation of Participant Loan (if applicable).** Unless specified otherwise by the EMPLOYER, a participant may request the Agent to provide information regarding a loan from the Plan. Based upon information reasonably available from participant records for this plan only, the Agent shall provide information regarding the maximum available loan amount under the provisions of the Plan At the written request of the Participant, the Agent shall initiate participant loan documentation for review and approval by the EMPLOYER. Agent shall be entitled to fees for such loan application fees without regard to approval or denial of such loan request.
- 3.5. **Transaction Verification.** The Agent shall, upon receipt of a directive from a Participant in appropriate form and conformity to

Plan provisions, provide a directing Participant with a verification of transaction.

- 3.6. **Expenses.** The Agent may, at the direction of the EMPLOYER, charge any or all expenses related to the directive of a Participant to the account of such directing Participant.
- 3.7. **Security.** The Agent shall take reasonable measures in accordance with the Agent's published privacy policy to assure the security and privacy of participant records. No individual shall have the right to access such records without the express authority of the EMPLOYER. The Agent shall use its best efforts and shall in no event knowingly provide information related to participant records to other than the EMPLOYER, its authorized delegate including any designated broker/financial advisor, RSG Securities, or to a Participant with respect to his or her own account or accounts. The Agent's privacy policy is available through the "Privacy & Security" link at the Agent's website ([www.uboc.com](http://www.uboc.com)).

#### ARTICLE IV GENERAL PROVISIONS

- 4.1. **Return of Contributions.** Contributions may be returned to the EMPLOYER if and when the contribution amount made to the applicable trust fund does not, at the sole determination of the Agent, correspond to the contribution allocation details provided by the EMPLOYER.
- 4.2. **Fees.** The Agent shall be entitled to compensation and expenses in accordance with the terms of the Fee Schedule as mutually agreed to from time to time. Certain compensation and expenses shall be paid by EMPLOYER within 30 days of receipt of billing from Agent, but in the event the EMPLOYER fails to pay as agreed, Agent will take appropriate steps necessary to collect amounts due and payable from the Employer. Other unpaid fees from the Plan constitute a statutory lien against trust assets. . The Agent reserves the right to revise any fees contained in the Fee Schedule upon 60 days advance written notice to the EMPLOYER. Other compensation and expenses shall be paid by the participant and shall be deducted from trust assets on a quarterly basis.
- 4.3. **Recording of Conversation.** EMPLOYER acknowledges that Agent may establish procedures for tape recording telephone conversations for accuracy.
- 4.4. **Discretionary Authority.** Notwithstanding any provision of this Agreement, the Agent shall not have any obligation to monitor, control or in any way exercise any powers or discretion in the handling or disposition of any Plan assets.
- 4.5. **Disaster Recovery.** In the event of a natural disaster, power failure, mechanical difficulties with information storage and retrieval systems or other events not attributable to negligence or willful misconduct of the Agent, its agents or subcontractors, the Agent's sole obligation will be to use reasonable efforts to reconstruct any affected records or reports at its own expense. In the event of any such circumstance beyond the control of the Agent, the duties of the Agent hereunder are subject to appropriate adjustment and/or extension of time.
- 4.6. **Term of Agreement.** This Agreement shall be effective as of the date of the acceptance of this Agreement by the Agent. It shall continue to be effective until it is terminated by either party by a written notice given not less than thirty (30) days prior to the end of the last reporting period for which such services will be performed. The Agent shall have the right to terminate this Agreement, with not less than a thirty (30) day written notice in the event that the Agent determines, in its reasonable discretion that it is unable to effectively perform its duties, due to (a) the failure or refusal of the EMPLOYER to furnish information requested and deemed necessary by the Agent (b) the adoption of any amendment to the Plan which impairs the ability of the Agent to perform its duties or (c) the termination of Plan custodial or trustee services by Union Bank of California, N.A. Upon termination of this Agreement by either party, all fees owed to the Agent as of the date of such termination, including full quarterly fees in which the final reporting period occurs, shall be immediately payable in full to the Agent.
- 4.7. **Indemnity.** In consideration of the Agent's agreement to provide the services described in this Agreement, EMPLOYER agrees to indemnify and hold the Agent harmless, in its capacity as a recordkeeper under this Agreement, from any liabilities, costs, claims, and expenses (including reasonable attorney's fees) incurred by or imposed upon the Agent, its employees and officers, as a result of the Agent's performance of its duties in reliance upon information provided to it by the EMPLOYER and its authorized delegates. EMPLOYER agrees to hold the Agent harmless and indemnify it against any and all losses, claims, liabilities, penalties and damages including any consequences resulting from late filings of governmental forms, late reporting to participants or any inability on the part of the Agent to perform its duties under this Agreement arising out of the EMPLOYER's failure to supply timely, complete and accurate information in a format reasonably acceptable to the Agent. In addition, the EMPLOYER agrees to hold the Agent harmless from any liability arising from any errors pre-existing in any Plan records which occurred prior to the effective date of this Agreement. Moreover, EMPLOYER agrees to relieve the Agent of any duty to audit past records of previous recordkeepers or Plan Administrators to determine if such errors have occurred. Notwithstanding the above, EMPLOYER shall neither indemnify nor hold the Agent or any of its employees or officers harmless for any liabilities, cost, claims, and expenses (including reasonable attorneys' fees) caused by the negligence or willful misconduct of the Agent, or its employees, officers or subcontractors. In the event of the gross negligence or willful misconduct of the Agent which directly causes loss to the Plan, the Agent shall correct its errors and shall make whole the Plan for any loss the Plan may incur and will pay any penalties assessed to the Employer by the Internal Revenue Service or the Department of Labor, to the extent that the Agent's gross negligence or willful misconduct is the sole cause of the loss to the Plan and the resultant penalties.
- 4.8. **Headings.** Headings of Articles and Paragraphs in this Agreement are included for convenience of reference only and are not to be considered in the interpretation or construction of any provision of this Agreement.
- 4.9. **Whole Agreement.** This Agreement along with the attached Fee Schedule contains the entire agreement between the parties and no representation or statement not expressly included in this Agreement shall be binding on the parties. This Agreement may be modified only by an instrument in writing signed by the parties.
- 4.10. **Applicable Law.** This Agreement shall be construed in accordance with the provisions of the laws of the State of California.

**4.11. Arbitration and Mediation.** If a dispute arises out of or relates to this Agreement, or the performance or breach thereof, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association. Thereafter, any remaining unresolved controversy or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and the California Code Civil Procedure Sections 1280, et seq. The sole arbitrator shall be a retired or former judge associated with the American Arbitration Association. The arbitrator may consolidate any arbitration under this Agreement with any related arbitration. Judgment upon any award rendered by the arbitrator shall be final and may be entered in any court having jurisdiction. Except as provided for in section 4.7, above each party shall bear its own costs, attorney's fees and its share of arbitration fees. The Alternate Dispute Resolution Agreement in this Agreement does not constitute a waiver of the parties' rights to a judicial forum in instances where arbitration would be void under applicable law, and does not preclude Bank from exercising its right to interplead the funds of the Account at the cost of the Account.

The EMPLOYER hereby consents to and grants authority to the Agent to provide information to Plan participants and to effect directions of Plan participants in a uniform, nondiscriminatory manner. The EMPLOYER agrees to inform the Agent of any changes to the policies and procedures related to providing information to Plan participants.

<b>TRUSOURCE (AGENT)</b>	
<i>Name of Authorized Signer for TruSource</i>	<i>Title</i>
<i>Signature of Authorized Signer for TruSource</i>	<i>Date</i>
<b>EMPLOYER (EMPLOYER)</b>	
<i>Name of Authorized Signer for Employer</i>	<i>Title</i>
<i>Signature of Authorized Signer for Employer</i>	<i>Date</i>
<b>THIS AGREEMENT IS NOT EFFECTIVE UNTIL APPROVED AND ACCEPTED BY THE AGENT, TRUSOURCE.</b>	

## Designation of Third Party Administrator

EMPLOYER appoints as Third Party Administrator ("TPA"):

Entity Name: ENVOY PLAN SERVICES

Contact Name: CINDY PECK

Address: 901 CALLE AMANECER, SUITE 200  
SAN CLEMENTE, CA 92673

Phone #: 800-248-8858 OR 949-363-5070

The TPA has been retained to provide certain services for the Employer as noted in the Administrative Services Agency Agreement.

The TPA is hereby designated to perform the following functions on the Employer's behalf:

- Regulatory Reporting**
- Regulatory Testing**
- Provision of Plan Set-up**
- On-going data and Participant Contribution**
- Other:** \_\_\_\_\_

**This designation is effective immediately and shall remain in force until TRUSOURCE receives written notice to the contrary.**

<b>TRUSOURCE (AGENT)</b>	
<i>Name of Authorized Signer for TRUSOURCE</i>	<i>Title</i>
<i>Signature of Authorized Signer for TRUSOURCE</i>	<i>Date</i>
<b>EMPLOYER</b>	
<i>Name of Authorized Signer for Employer</i>	<i>Title</i>
<i>Signature of Authorized Signer for Employer</i>	<i>Date</i>

## Investment Selection and Options Designation

### PLAN INVESTMENT SECTION

Employer designates the following investment options (the Elite Choice investment menu determined by Retirement Solutions Group, Inc. (RSG)) to be made available to the Participants of the Plan:

- AUL Fixed Annuity
- Self Directed Brokerage Account (available in 457 only)

### TARGET ALLOCATION MODELS

- Elite Choice 2040
- Elite Choice 2030
- Elite Choice 2020
- Elite Choice 2010
- Elite Choice Income

### CORE FUNDS

- Fifth Third Prime Money Market Advisor Fund (FPVXX/31678R429)
- Fed Total Return Bond Fund K (FTRKX/31428Q770)
- AMR Funds AMR High Inc. TRST R3 (RITCX/26547851)
- AMR Funds AMR Balanced FD R3 (RLBCX/24071854)
- AMR Funds Wash Mutual Inv R3 (RWMCX/939330858)
- Franklin Blue Chip Fund R (FBCRX/354713489)
- Fifth Third Equity Index ADV (FVINX/31678R684)
- AMR Funds Growth FD of Amer R3 (RGACX/399874858)
- Franklin Rising Div Fund R (FRDRX/353825706)
- Templeton Developing Markets (TDMRX/88018W500)
- AIM Capital Development Fund R (ACDRX/1413459)
- AllianceBernstein Small Cap Value (ABSRX/018914507)
- AMR Funds Interim Bond Fund (RBOCX/458809852)
- AIM Small Cap Equity Fund R (SMERX/00141L509)
- AMR Funds Cap World G & I R3 (RWICX/140543851)
- AMR Funds Europac Grth FD R3 (RERCX/298706854)
- AIM Real Estate Fund R (IARRX/00142C458)

### AMERICAN CENTURY

- American Century Equity Income R (AEURX/025076670)
- American Century Income & Growth R (AICRX/02507M782)
- American Century Large Company Value R (ALVRX/025076662)
- American Century Small Company R (ASCRX/02507M774)
- American Century Growth R (AGWRX/025083189)
- American Century Ultra R (AULRX/025083171)
- American Century International Growth R (ATGRX/025086646)
- American Century Strat Allocation :Moderate R(ASMRX/025085820)

### AIM

- AIM Aggressive Growth FD R (ARRGX/1413475)
- AIM Balanced Fund R (AMBRX/00141L400)
- AIM Basic Value R (GTVRX/00141M614)
- AIM Blue Chip R (ABCRX/1413467)
- AIM Charter Fund R (CHRRX/1413442)
- AIM Constellation Fund R (CSTRX/1413434)
- AIM Income Fund R (AMIRX/00142C797)
- AIM Intermediate Gov FD R (AGVRX/00142C698)
- AIM Intl Growth Fund R (AIERX/8882755)
- AIM Large Cap Basic Val FD R (LCBRX/1413426)
- AIM Large Cap Growth FD R (LCRGX/1413418)
- AIM Mid Cap Growth Fund R (AMGRX/1413392)
- AIM Premier Equity Fund R (AVLRX/00141L608)
- AIM European Growth Fund R (AEDRX/8882763)
- AIM Weingarten Fund R (RWEIX/1413384)
- AIM Basic Balanced Fund R (BBLRX/00141L707)
- AIM Mid-Cap Basic Value Fund R (MDCRX/00141L889)
- AIM Mid-Cap Core Equity Fund R (GTARX/00141M598)
- AIM Short-term Bond Fund R (STBRX/00142C425)
- AIM Small Cap Growth Fund R (GTSRX/00141M580)
- AIM Total Return bond Fund R (TBRRX/00142C391)
- AIM Trimark Endeavor Fund R (ATDRX/00141T262)
- AIM Trimark Fund R (ATKRX/00141T312)
- AIM Trimark Small Companies Fund (ATIRX/00141T221)

### ALLIANCEBERNSTEIN

- AllianceBernstein Prem Grth R (ABPRX/1877C507)
- AllianceBernstein Tech Fd R (ATERX/18780601)
- AllianceBernstein Bal Shrs R (CBSRX/18525600)
- AllianceBernstein Disc Val R (ADGRX/01879K408)
- AllianceBernstein GR & Inc R (CBBRX/18597609)
- AllianceBernstein Val Fd R (ABVRX/18915504)
- AllianceBernstein Intl Val Fd R (AIVRX/18913509)
- AllianceBernstein Intl Portfolio R (AILRX/85568632)
- AllianceBernstein US Lg Cap R (ABBRX/01879T607)
- AllianceBernstein Bal Wlth Strategy R (ABWRX/01877F518)
- AllianceBernstein Wlth App R (AWARX/01877F526)
- AllianceBernstein Wlth Pres R (APPRX/01877F492)
- AllianceBernstein Corp Bond R (CBFRX/18528661)
- AllianceBernstein Quality Bond R (ABQRX/18528653)
- AllianceBernstein Short Dur R (ADPRX/85568640)
- AllianceBernstein US Govt R (ABURX/18528679)

### ALGER

- Alger Lg Cap Growth Ins R (ALGIX/15570880)
- Alger Mid Cap Growth Ins R (AGIRX/15570807)
- Alger Sm Cap Growth Ins R (ASIRX/15570708)
- Alger Cap Appreciation Ins R (ACARX/15570872)
- Alger Socially Respons Ins R (ASRRX/15570864)
- Alger Balanced Institutional R (ABIRX/015570856)

### AMERICAN FUNDS

- Amer Funds Amcap R3 (RAFCX/23375850)
- Amer Funds Amr Mutual R3 (RMFCX/27681857)
- Amer Funds Bond Fd of Amer R3 (RBFCX/97873855)
- Amer Funds Cap Inc Builder R3 (RIRCX/140193855)
- Amer Funds Cap World Bd R3 (RCWCX/140541855)
- Amer Funds Fundamental Inv R3 (RFNCX/360802854)
- Amer Funds Income Fd of America R3 (RIDCX/453320855)
- Amer Funds Inv Co of America R3 (RICCX/461308850)
- Amer Funds New Economy R3 (RNGCX/643822851)
- Amer Funds New Perspective R3 (RNPCX/648018851)
- Amer Funds New World R3 (RNWCX/649280856)
- Amer Funds Small Cap World R3 (RSLFX/831681838)
- Amer Funds US Government Sec R3 (RGVCX/26300855)

### FEDERATED

- FED Amr Leaders Fd K (FALKX/313914509)
- FED Cap Appreciation Fd K (CPAKX/314172594)
- FED Kaufmann Fd K (KAUFK/314172644)
- FED Max Cap Index Fd K (FMXKK/31420E809)
- FED Stock and Bond Fd K (FSBKK/313911406)
- FED US Gov Sec Fd 2-5 Yrs K (FIGKK/31428P301)

### FIFTH THIRD

- Fifth Third Balanced Fd Adv (FTBAX/31678R346)
- Fifth Third Multi Cap Val Adv (MXSEX/31678R205)
- Fifth Third Cap Growth Adv (FTMVX/31678R379)
- Fifth Third Quality Grth Fd Adv (FQGVX/31678R353)
- Fifth Third Sm Cap Growth Adv (FTGVX/31678R791)
- Fifth Third Sm Cap Value Adv (FTVVX/31678R122)
- Fifth Third Technology Fd Adv (FTTVX/31678R361)
- Fifth Third Bond Fund Adv (FBADX/31678R395)
- Fifth Third Strategic Inc Fd Adv (MXSFX/31678R106)
- Fifth Third Intl Equity Fd Adv (FAIEX/31678S781)

**FRANKLIN/TEMPLETON**

- Franklin Age High Inc Fd R (FAHRX/353538507)
- Franklin Aggressive Grth Fd R (FKARX/354713513)
- Franklin Capital Growth Fd R (FKIRX/353516503)
- Franklin Equity Income Fd R (FREIX/353612740)
- Franklin Growth Fd R (FGSRX/353496730)
- Franklin Income Fd R (FISRX/353496722)
- Franklin Flex Cap Growth Fund R (FRCGX/354713562)
- Franklin Large Cap Value Fd R (FLCRX/355148834)
- Franklin Small Cap Value Fd R (FVFRX/355148826)
- Franklin Small Mid Cap Gr Fd R (FSMRX/354713547)
- Franklin Strategic Income Fd R (FKSRX/354713554)
- Franklin Technology Fd R (FTERX/354713497)
- Franklin Total Return Fd R (FTRRX/353612773)
- Franklin US Gov Securities Fd R (FUSRX/353496714)
- Franklin Utilities Fd R (FRURX/353496698)
- Franklin Mutual Discovery R (TEDRX/354026601)
- Franklin Mutual Shares R (TESRX/354026502)
- Templeton Foreign Fd R (TEFRX/880196803)
- Templeton Growth Fd R (TEGRX/880199500)

**PIONEER**

- Pioneer Fund R (PIORX/723682506)
- Pioneer Value Fund R (PVFRX/724010400)
- Pioneer Equity Income Fund R (PQIRX/72366V504)
- Pioneer Growth Shares R (PGRRX/723907507)
- Pioneer Oak Ridge Lg Cap Grth Fund R (ORLTX/72387T702)
- Pioneer Papp Am Pacific Rim Fund R (PRFRX/72382P408)
- Pioneer Papp Strategic Growth Fund R (PIPRX/723827408)
- Pioneer Papp Stock Fund R (LRPRX/72382q406)
- Pioneer Mid-Cap Value Fund R (PCMRX/72375q504)
- Pioneer Papp Small & Mid Cap Growth R (CGCRX/72382r404)
- Pioneer Small Company Fund R (PSCRX/72387b404)
- Pioneer Small Cap Value Fund R (PSVRX/72387q401)
- Pioneer Europe Fund R (PYERX/72367a509)
- Pioneer International Value Fund R (MIVRX/723709408)
- Pioneer Emerging Markets Fund R (PEMRX/723661500)
- Pioneer High Yield Fund R (TYHRX/72369b505)
- Pioneer Strategic Income Fund R (STIRX/723884508)
- Pioneer Bond Fund R (PBFRX/723622502)
- Pioneer American Income Trust R (PCURX/723540506)
- Pioneer Cash Reserves Fund R (PCHXX/723755708)

**SCUDDER**

- Scudder Capital Growth R (SDGRX/460965536)
- Scudder Large Company Growth R (SCQRX/460965841)
- Scudder Mid Cap R (SMCRX/81111R726)
- Scudder Small Cap R (SSDRX/81111R718)
- Scudder Large Cap Value R (KDCRX/81123U816)
- Scudder Dreman High Return R (KDHRX/81123U790)
- Scudder Dreman Small Cap Value R (KDSRX/81123U782)
- Scudder Growth & Income R (SUWRX/460965858)
- Scudder REEF Real Estate Securities R (RRRSX/81119P508)
- Scudder Total Return R (KTRRX/81123H500)
- Scudder Global R (SGQRX/378947741)
- Scudder International Select Equity R (DBITX/81116P576)
- Scudder Fixed Income R (SFGRX/81116P568)
- Scudder Select 500 R (OUTRX/920390713)

**VANGUARD**

- Van 500 Index Fund (VFIX/922908108)
- Van Bal Index Fund (VBIX/921931101)
- Van Calvert Social Ind Fund (VCSIX/921910303)
- Van Extended Mrkt Ind Fund (VEXMX/922908207)
- Van Value Index Fund (VIVAX/922908405)
- Van Growth Index Fund (VIGRX/922908504)
- Van Large Cap Index Fund (VLACX/922908587)
- Van Mid Cap Index Fund (VIMSX/922908843)
- Van Reit Index Fund (VGSIX/921908703)
- Van Sm Cap Growth Index Fund (VISGX/922908827)
- Van Sm Cap Index Fund (NAESX/922908702)
- Van Sm Cap Value Index Fund (VISVX/922908793)
- Van Total Stock Mrkt Ind Fund (VTSMX/922908306)
- Van Long Term Bond Ind Fund (VBLTX/921937405)
- Van Short Term Bond Ind Fund (VBISX/921937207)
- Van Total Bond Mrkt Ind Fund (VBMFX/921937108)

\_\_\_\_\_  
 RSG Securities, a Division of WorthMark Financial Service, LLC  
 Authorized Signer

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Name of Authorized Signer for Employer

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Signature of Authorized Signer for Employer

\_\_\_\_\_  
 Date

**Loan Fund:** For recordkeeping use only -- not an actual investment option. I have selected the loan fund option because the Plan (*note: a plan amendment may be required*):

- Has existing loans and will allow loans in the future.
- Does not have existing loans but will allow loans in the future.
- Has existing loans but will no longer allow loans in the future.

**DESIGNATION OF INVESTMENT RESPONSIBILITY**

We as authorized representative(s) for the Employee Benefit Plan ("Plan"), designate the party selected below as having the investment discretion and management responsibility indicated in relation to all assets of the Plan of specified Account.

- The Named Fiduciary/Plan Committee shall direct the Trustee as to all investments of the Plan or specified Account.
- Participants direct investments (via VRU and/or TRUSOURCE online) in the investment options designated above by the Named Fiduciary/Plan Committee.
- Participants direct investments in individually directed accounts (IDA) within guidelines adopted by the Named Fiduciary/Plan Committee and accepted by the Trustee.
1. The notification is effective immediately upon execution and shall remain effective until written notice is delivered to TRUSOURCE which rescinds or replaces the selection made. This designation hereby rescinds all prior designations.
  2. The preceding designation of investment responsibility does not apply to assets during the temporary "blackout" conversion period for takeover/conversion plans. Directions contained in the TRUSOURCE *Transfer of Funds Instructions For Takeover/Conversion Plans Only* take precedence over this designation of investment responsibility during this "blackout" period.
  3. If contributions are submitted for a participant who has no investment elections on file with the Bank, those contributions will be invested in the following default investment fund: Fifth Third Prime Money Market Advisor Fund .

**CASH MANAGEMENT PROGRAM**

The Union Bank of California, N.A. Cash Management Program offers the UBOC Variable Rate Savings Account ("VRSA") as a savings vehicle to invest available cash balances.

Interest is compounded daily, and paid monthly. If the account is closed before the interest is paid at the end of each month, the accrued interest will not be paid.

There is no transaction fee for investing in the VRSA. Funds not otherwise invested will be invested in the VRSA daily.

UBOC retains earnings on funds in the VRSA in excess of the interest paid to your account as additional compensation.

Refer to the UBOC Variable Rate Savings Account disclosure of interest, fees and account terms.

**Acknowledgment and Authorization**

I (We) acknowledge the terms for the Cash Management Program.

If applicable, I (we) hereby instruct Union Bank of California (as recordkeeper for my account) to allocate Variable Rate Savings Account income to all participants based on current account balance. Participant residual balances (following a lump sum distribution to a participant) shall be allocated as income to remaining participant accounts if less than \$10.00.

I (We) the undersigned, being the persons(s) with responsibility for the account(s) specified below, hereby authorize and direct Union Bank of California to deposit cash balances and withdraw cash balances as needed through the Cash management Program utilizing the VRSA. This authorization is effective as of the date below and shall remain effective until written notice is delivered to Union Bank of California which rescinds this authorization.

**FLOAT DISCLOSURE**

TruSource, a division of Union Bank of California, N.A. maintains omnibus accounts at UBOC in its name, in part, to hold funds received in the very unlikely event entitlement is not clear, pending determination of the proper account to which the funds are to be credited, and, to make benefit plan distributions such as benefit payments to plan participants or beneficiaries, or the direct payment of plan expenses to plan vendors.

When TruSource processes an authorized distribution request from the Plan, assets may be liquidated and cash will be transferred from the Trust to a distribution account maintained with or by TruSource the following business day. The distribution check will be written and generally mailed on the date such funds are transferred to such disbursement account. TruSource, may earn interest on funds disbursed from the Trust during the time the Trust's checks are outstanding, and during the time funds remain in the omnibus account pending determination of ownership ("float"). TruSource in its normal course of business retains earnings float in connection with the issuance of checks in order to make plan distributions or other disbursements, and on the funds in such omnibus account pending determination of entitlement, as additional compensation for services in connection with the disbursement and omnibus accounts. The float period for disbursements begins the day the check is produced and funds are transferred to the disbursement account, and ends on the date when the check is presented for payment, the timing of which is beyond the control of TruSource, or other depository institution. Checks are generally mailed to the payee no later than the business day following the transfer to the disbursement account. The float period for funds received without designation of entitlement begins on the day funds are received, and ends on the day they are transferred to the proper account or returned to the payor. For any such unidentified funds, generally the payor is contacted within two business days of receipt to obtain proper credit instructions, and funds are credited to the proper account, or returned to the payor as soon as practicable, usually no later than two business days upon receipt of such instructions.

The rate of earnings of such float is determined by the liquidity requirements of the bank and as such fluctuates on a daily basis, however at the margin no more than 90% of such cash is generally invested in Fed Funds. Upon request, TruSource will provide customers with reports identifying outstanding checks. Distributions of benefits or vendor payments made by direct deposit do not generate any float.

_____	_____
<i>Name of Authorized Signer for Employer</i>	<i>Title</i>
_____	_____
<i>Signature of Authorized Signer for Employer</i>	<i>Date</i>

**TruSource, a division of  
Union Bank of California, N.A.  
VARIABLE RATE SAVINGS ACCOUNT\*  
DISCLOSURE OF INTEREST, FEES, AND ACCOUNT TERMS**

<b>RATES ARE ACCURATE AS OF AUGUST 1, 2004.*</b>			
ACCOUNT TYPE	Interest Rate	<i>ANNUAL PERCENTAGE YIELD</i>	A PENALTY WILL BE IMPOSED FOR EARLY WITHDRAWAL AS FOLLOWS
<b>VARIABLE RATE SAVINGS</b>	0.15 %	0.15 %	If the account is closed before interest is paid each month, accrued interest for that month will not be paid.

Interest will be compounded daily, and paid monthly. Interest begins to accrue on the Business Day the deposit is made. At our discretion, the interest rates and annual percentage yields (APY) may change at any time and without notice. Rates posted on this Disclosure may not be in effect at the time a deposit is made. Please call for current rates. (1-800-274-8798)

<b>FEES AND ACCOUNT TERMS AS OF AUGUST 1, 2004.*</b>				
ACCOUNT TYPE	TRANS- ACTION FEES	OPENING REQUIRE- MENTS	TRANSACTION LIMITATIONS	BALANCE COMPUTATION METHOD
<b>VARIABLE RATE SAVINGS</b>	None	No Minimum Deposit	We reserve the right to require a seven day advance written notice on requests to withdraw funds.	We use the daily balance method to calculate interest on accounts. This method applies a daily periodic rate to the principal cash in the account each day.

\*Available to Employee Benefit Trust and Custody Accounts Only

TruSource, a division of Union Bank of California, N.A.  
Member FDIC

TruSource, a division of Union Bank of California, N.A.

**UNAFFILIATED MUTUAL FUND DISCLOSURE STATEMENT  
FOR EMPLOYEE BENEFIT PLAN ACCOUNTS**

Union Bank of California, N.A. ("Bank") makes a variety of mutual funds ("Funds") available to its clients. Among the funds available are funds for which the Bank may serve as custodian and provides certain additional services to the Funds.

Fees for the services described below are paid by the Funds to the Bank or its affiliates. Additionally, the Bank charges your account fees for the services provided to you.

Accompanying this Disclosure, or otherwise available to you, are prospectuses that contain information on the investment objectives, operation and fees for all Fund portfolios available to accounts of the type you have. Additional copies of the prospectuses are available from your trust officer, or from the distributor of each of the Funds. **Read the prospectuses carefully.**

**The Bank does not endorse or sponsor the Funds. The Funds are not obligations of the Bank, and are not insured by the FDIC or any other government agency. Investments in the Funds, like any mutual fund investments, involve risk, including the possible loss of principal.**

**FEES FOR SERVICES**

- The services performed for the Funds by the Bank or its affiliates, and the maximum fees which may be paid for such services, are fully set forth below.

**Shareholder Servicing Fees:** The Bank provides certain shareholder support services to the Funds and fees for shareholder servicing vary from time to time.

**Sub-Administrator Services:** The Bank provides certain sub-administration services to the administrators of the Funds. Fees payable under these arrangements are paid to the Bank by the administrators and are not paid by the Funds and so do not affect the Funds' respective net asset values. But, because the administrators receive fees for the administrative services performed for the Funds, the Funds may be considered to pay these fees indirectly.

**Per Capita and Finders Fees:** The Bank may enter into contracts with certain Funds to provide services for which the Fund will pay a per capita or finders fee, for services which may include shareholder servicing or sub-transfer agency services, the amounts of which vary, but the maximum is reflected in the table below.

**Other Services:** The Bank reserves the right to direct that certain brokerage transactions be performed through their affiliates. Such transactions would be subject to "best execution" requirements, entered into solely pursuant to the provisions of applicable law and regulation. In the event of such transactions, the affiliates would be paid brokerage fees by the Funds.

The Bank has entered into contracts with a variety of unaffiliated mutual funds which are made available in the Bank's products. The Bank will perform a variety of administrative or transfer agency related services for these funds. Pursuant to the provisions of the respective funds' sub-transfer agency, shareholder servicing or record keeping agreements or the funds' 12b-1 plans, and for the services provided, the Bank or its affiliates will be paid fees as summarized below:

<b>BANK COMPENSATION FOR VARIOUS SERVICES PERFORMED FOR UNAFFILIATED MUTUAL FUNDS PURSUANT TO CONTRACT OR 12b-1 PLAN*</b>	
Per capita fee**	Up to \$12.00 annually per participant account balance
12b-1 plan or other asset based fee**	Annually up to 1.00% of average net assets
Finders fee	Up to 0.25% of net eligible fund contributions

\*As of 3/25/03. Subject to frequent change. Refer to fund prospectus for details

\*\*May include shareholder servicing fees and/or sub-transfer agency fees.

Bank or its affiliates may receive soft dollar compensation from brokers consistent with section 28(e) of the Securities Exchange Act of 1934. Mutual funds may also direct trades through Bank's affiliated broker.

**CONSENT AND ACKNOWLEDGMENT TO RECEIPT OF COMPENSATION FROM UNAFFILIATED MUTUAL FUNDS**

Investment in the Funds may be beneficial because it gives portability to participants whose plans provide for in-kind distributions or rollovers; results in the diversification of the participant's plan asset investments, thereby potentially lowering overall investment risk; allows participants to benefit from professional management of the mutual funds' investments by the Funds advisor; and provides to participants the ability to select among families of related funds and quickly and inexpensively move between funds within those families in response to market shifts or changes in investment objectives.

Applicable fiduciary law and regulation, including the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, require full disclosure of relevant fee information so that the client or an independent fiduciary acting on the client's behalf may monitor the reasonableness of the total fees being received by the Bank for its services to the account. Please sign below indicating you have read this Disclosure and consent to the use of the above-referenced Funds and to the Bank's receipt of the above fees.

I hereby acknowledge receipt of the prospectuses of the Funds. I hereby authorize the investment of plan assets in any portfolio of the Funds in the Bank's discretion in accordance with the investment policies of the plan. I also approve the receipt of fees by the Bank in accordance with the information set forth above, in the Fund prospectuses, and in my account fee schedule.

**CLIENT COMPANY / PLAN / TRUST FUND NAME:** \_\_\_\_\_

**Authorized Signer (Print Name)** \_\_\_\_\_ **Title** \_\_\_\_\_  
Plan Sponsor or Client  
**Signature of Authorized Signer** \_\_\_\_\_ **Date** \_\_\_\_\_

**Authorized Signer (Print Name)** \_\_\_\_\_ **Title** \_\_\_\_\_  
Named Fiduciary/Plan Committee  
**Signature of Authorized Signer** \_\_\_\_\_ **Date** \_\_\_\_\_

**Authorized Signer (Print Name)** \_\_\_\_\_ **Title** \_\_\_\_\_  
Named Fiduciary/Plan Committee  
**Signature of Authorized Signer** \_\_\_\_\_ **Date** \_\_\_\_\_

**Board of Trustees (if applicable)**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Typed or printed name)

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Typed or printed name)

Its: \_\_\_\_\_

### Transfer of Funds Instructions For Takeover/Conversion Plans Only

Employer has agreed to transfer the retirement plan from the current provider to the Elite Choice Program through TRUSOURCE. The Employer realizes and agrees that during this transition the current plan assets will be either liquidated from their current investments and the cash proceeds will be sent to the Bank or transferred in-kind as specified below. The Bank will hold these proceeds in a special conversion account and will invest these proceeds based on the following directive. The Company realizes that these funds will be in a "blackout period." This means that the assets will not be immediately allocated to each participant's account. The Company further understands and agrees that there will be no loans, distributions or fund transfers during this "blackout period." The Company understands and agrees that during this conversion period these assets will not be allocated to individual participant investment accounts or investment options designated by the individual participants until the Bank has received and verified data to be accurate at the participant level from the prior administrator and all reconciling items have been settled. Upon receipt of this data, the Bank will review and balance the participant data to the assets received. Under normal circumstances the Bank will complete the loading of this conversion data and set up the accounts on the TRUSOURCE system within approximately 4 to 6 weeks after receiving complete and accurate data from the prior service provider(s), but this time frame may vary. If the information received from the prior service providers is incomplete, in an incorrect format or out of balance, the Bank may perform additional reconciliation or return the data to the prior administrator for correction. This may delay the conversion date. All earnings or losses accruing to conversion balances during conversion shall be allocated pro rata (in the same proportion that each participant's account bears to the total of all accounts) based on the participants' balances as of the conversion effective date. This allocation will be done separately for each investment fund with respect to participant balances held in each fund. The selection(s) made below shall be irrevocable during the entire duration of the conversion period.

Please select the investment options in which your conversion proceeds should be invested while in the blackout period. Please note that your selection cannot be changed: (Choose only one) **Please note: Selection one of the following alternatives may affect your fiduciary protection under section 404(c) of ERISA. Please contact your Plan counsel for advice on this issue.**

**MONEY MARKET FUND** All transferred funds are to be invested in the money market fund selected in the *Investments Selection and Options Designation* form during the plan conversion period which is the same money market fund that will be offered to the plan participants as an investment option.

*If selecting the following option, the conversion process may be extended by approximately 5 business days beyond the normal 4 to 6 week blackout period. The Company assumes all responsibility to the plan participants in selecting the investment options. The Company understands that losses may be incurred and will be reflected on the first statement based on potential declines in market value.*

**SELECTED INVESTMENT OPTIONS** After receiving information regarding the investment options selected for the plan, the Employer has selected one or more funds from the investment option menu.

The following assets will be transferred in kind to Union Bank of California and will remain invested as transferred until the conversion balances are reconciled:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: In order to qualify for a fund that can be transferred in kind, the exact fund (including share class) must be available within the program.

In addition, the existing Plan assets listed below will be liquidated on the day of conversion and the proceeds will be invested in the corresponding new Investment Fund:

<u>Existing Plan Asset</u>	<u>New Investment Fund</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

_____ <i>Name of Authorized Signer for Employer</i>	_____ <i>Title</i>
_____ <i>Signature of Authorized Signer for Employer</i>	_____ <i>Date</i>

### Shareholders Communication Act Disclosure

The Shareholders Communication Act gave the Securities and Exchange Commission (SEC) the power to govern the process which a company communicates with those of its shareholders whose stock is registered in the name of a bank as fiduciary or nominee.

In an effort to improve such communications, the SEC has adopted Rule 14(b)2 which directs us to contact those persons who have voting authority over the securities which we hold, to determine whether or not you permit us to provide the name, address and share position to requesting companies. For your protection, the SEC prohibits the requesting company from using the name and address for any purpose other than corporate communications.

- If you check "**NO**", we will not provide this information to the requesting companies.
- If you check "**YES**", we will provide name, address and share position to the requesting companies.
- Under the SEC rule, your selection will apply to all securities we hold for you.
- The SEC rule specifies that if you do not respond to this solicitation, your silence is to be interpreted by us as a "**YES**" response.

Please check **ONE** of the alternatives:

- YES**, TRUSOURCE is authorized to disclose the name, address and securities position to all the companies in which the above referenced account owns securities registered in "nominee" or "street" name.
- NO**, TRUSOURCE is NOT authorized to disclose the name, address and securities position to all the companies in which the above referenced account owns securities registered in "nominee" or "street" name.

_____ <i>Name of Authorized Signer for Employer</i>	_____ <i>Title</i>
_____ <i>Signature of Authorized Signer for Employer</i>	_____ <i>Date</i>

## Administrative Services Agency Agreement Addendum for Use of TRUSOURCE Voice Response System and Online Options

This Agreement is made and entered into by and between TRUSOURCE, a division of Union Bank of California, N.A. (hereinafter "TRUSOURCE"), and \_\_\_\_\_ ("Employer"), who is the sponsor of the \_\_\_\_\_ «Plan Name» ("Plan").

In order to facilitate access to Plan account information and participant investment transactions, TRUSOURCE offers inquiry and interactive investment transaction options via an automated telephone service on its Voice Response Unit – "TRUSOURCE VRU" and/or online via the Internet – "TRUSOURCE ONLINE." This agreement sets forth terms and conditions for the use of TRUSOURCE VRU and TRUSOURCE ONLINE options. UBOC shall provide such options subject to the terms and conditions set forth in this Agreement, as elected by the Employer on behalf of the Plan, as set forth below.

By electing TRUSOURCE VRU and TRUSOURCE ONLINE options, the Employer authorizes TRUSOURCE to make the Participant data available for inquiry and, if elected, to process Plan participants' and their beneficiaries' (hereafter collectively referred to as "Participants") investments which are directed via interactive transactions. The Employer understands that it is the responsibility of the Participants to request their desired VRU and ONLINE interactive transactions correctly and within the parameters described in this document and agrees to provide Participant education and training as needed to facilitate interactive transactions. **The Employer agrees not to send hardcopy instructions which duplicate any VRU or ONLINE interactive transactions.**

If elected by Employer, Participants may access TRUSOURCE VRU and TRUSOURCE ONLINE options by using their social security number, and personal identification number ("PIN") which Participants shall keep confidential. If the Employer, or a Participant suspects a lack of confidentiality, that this PIN is no longer confidential and known only to them, that party will immediately contact TRUSOURCE and seek a new PIN.

### OPTION SELECTION (Choose one)

Inquiry and interactive services are described in the attached Schedule A of this Addendum which may be modified from time to time upon written notice by TRUSOURCE. By checking one choice below, Employer selects which inquiry and/or interactive transaction options are available under the Plan:

#### **VRU and ONLINE Inquiry and Interactive Transactions**

##### **COMPUTER CAPABILITIES / SUPPORT**

The Employer, Participants and any other parties with authorized access to TRUSOURCE VRU and ONLINE are solely responsible for securing the appropriate hardware and software to facilitate access to these services. TRUSOURCE reserves the right to establish the minimum software and hardware requirements and to change these requirements from time to time to ensure functionality. These requirements shall be provided by TRUSOURCE to the Employer, participants and other authorized parties. Furthermore, TRUSOURCE shall provide guidance for accessing and using the options described in this Addendum in its Procedures Manual, online or in written instructions.

##### **SECURITY**

No parties will have access to TRUSOURCE VRU or ONLINE without first securing a personal identification number. In addition, no parties will have access to TRUSOURCE ONLINE without first accepting the terms and conditions set forth online. TRUSOURCE and the Employer acknowledges that the use of passwords is meant to assist in protecting against unauthorized persons accessing Plan information or initiating interactive transactions..

TRUSOURCE shall in no way be responsible for damages resulting from improper, inadequate, or unauthorized use of TRUSOURCE VRU and/or ONLINE, PINs, passwords and user names. TRUSOURCE reserves the right to terminate VRU and/or ONLINE access of any individual it reasonably believes to have failed to follow instructions and procedures. TRUSOURCE shall take reasonable steps to provide a secure environment in order to protect all Plan and Participant information. However, Employer agrees that TRUSOURCE cannot guarantee the security of such information or the VRU or ONLINE systems from unauthorized intrusion.

##### **OPTION ACCESS**

The Employer agrees that it will limit access to TRUSOURCE VRU and ONLINE to only those of its Plan Participants, and duly authorized agents and representatives, who have a legitimate need to access Plan information. TRUSOURCE will provide the Employer, Employer's Plan Participants, Retirement Solutions Group, Inc., and Employer's duly authorized agents and representatives access to Plan information. The Employer is solely responsible for determining who will have access to its Plan information. However, the Employer agrees that TRUSOURCE may provide Plan level and Participant level access to its own agents and regulators and as required by law. If the Employer chooses to make access available to a non-Employee agent or representative, the Employer shall direct TRUSOURCE in writing. The EMPLOYER therefore agrees that it will use reasonable measures to attempt to prevent its Participants, agents or representatives from misusing the TRUSOURCE VRU and/or ONLINE.

The Employer is solely responsible for following the instructions and procedures set forth by TRUSOURCE and for providing such instructions and procedures to its authorized agents and its Plan's Participants. The Employer agrees that TRUSOURCE is not responsible for any consequences arising from the Employer's, Employer's agents' or Plan's Participants' failure to follow such instructions and procedures.

The Employer agrees to indemnify and hold harmless Union Bank of California, N.A., from and against any losses, costs, charges or expenses, including attorneys fees and costs, arising out of or in connection with, the access to information and interactive transactions directly input by Plan Participants, the Employer or other agents authorized by the Employer.

**CONFIDENTIALITY OF PROPRIETARY INFORMATION**

The Employer agrees that TRUSOURCE VRU and ONLINE are commercially valuable, confidential and proprietary products of Union Bank of California, N.A. Therefore, the Employer agrees that it will maintain TRUSOURCE VRU and ONLINE process and information confidential, and treat them with the same degree of care and security Employer accords its own trademarks, trade secrets and intellectual proprietary rights. The Employer will not, and moreover will instruct its employees, Plan Participants and agents and representatives not to, use all or any part of TRUSOURCE VRU and ONLINE for the purpose of creating or duplicating all or any part of TRUSOURCE VRU and ONLINE.

**TERMINATION**

The TRUSOURCE VRU and ONLINE services provided pursuant to this Addendum may be terminated by either party as set forth in the Agency Agreement, or immediately by TRUSOURCE in the event TRUSOURCE discovers or has reasonable belief that the Employer, its employees, agents, representatives or Participants are inappropriately or negligently using TRUSOURCE VRU and ONLINE. The services under this Addendum may be terminated without terminating the underlying Agency Agreement.

This Addendum is a supplement to the Administrative Services Agency Agreement ("Agency Agreement") by and between TRUSOURCE and the Employer. All terms and conditions set forth in the Agency Agreement shall remain in full force and effect except as set forth herein. The terms and conditions set forth in this Addendum supplement the terms and conditions set forth in the Agency Agreement. In the event a term or condition in this Addendum directly conflicts with the Agency Agreement, the term or condition set forth in this Addendum shall control in matters relating to TRUSOURCE VRU and ONLINE, and the terms and conditions of the Agency Agreement shall control all other matters.

_____	_____
<i>Name of Authorized Signer for Employer</i>	<i>Title</i>
_____	_____
<i>Signature of Authorized Signer for Employer</i>	<i>Date</i>

## Addendum Schedule A

This Schedule describes the TRUSOURCE VRU and ONLINE services currently available. The Employer is responsible for establishing who will have access to the services and whether all or only some services are available to Plan Participants. The Employer agrees that TRUSOURCE has the right to update or modify these services at any time upon notice to the Employer and that the Employer is responsible for disseminating necessary information and training to its employees and authorized agents or representatives regarding these services and any modifications thereto.

### INQUIRY

- ACCOUNT BALANCE BY FUND
- ACCOUNT BALANCE BY SOURCE
- CURRENT INVESTMENT ELECTION FOR FUTURE CONTRIBUTIONS
- LOAN BALANCE (if applicable)
- VESTED PERCENTAGES

### INTERACTIVE TRANSACTIONS

- CHANGE PERSONAL IDENTIFICATION NUMBER / ESTABLISH ONLINE PASSWORD
  - CHANGE INVESTMENT ELECTION OF FUTURE CONTRIBUTIONS
  - TRANSFER AMONG INVESTMENT FUNDS
    - ◆ SPECIFY PERCENTAGE REALIGNMENT  
(via VRU and ONLINE)
- ⇒ **Permitted only via TRUSOURCE ONLINE Services:**
- ◆ SPECIFY PERCENT TO PERCENT
  - ◆ SPECIFY DOLLAR TO DOLLAR
  - ◆ SPECIFY DOLLAR TO PERCENT

## Participant Loan Policy and Procedures

This document, if applicable, including the Addendum, (together referred to as the "Policy") sets forth the terms of the Plan's Participant Loan Program, as is required by DOL Regulation Section 2550.408b-1(d). Loans to Plan Participants are permitted only if they comply with the terms and conditions of the Policy, the provisions of the Plan, and any applicable federal laws and regulations. This Policy and the Addendum hereto shall be incorporated by reference into the Plan upon adoption by the Plan Sponsor. If the terms of this Policy conflict with the terms expressly relating to loans to Participants in other Plan documents, the terms of the Plan shall govern. This Policy is effective with respect to all Participant loans made, renewed, modified, or extended by the Plan after the effective date set forth herein (the "Policy Effective Date") and shall apply to all Participant loans made, renewed, modified, or extended by the Plan on or after the Policy Effective Date. Any loan that was outstanding on the day before the Policy Effective Date and which is not renewed, modified, or extended on or after the Policy Effective Date shall continue to be administered after the Policy Effective Date in accordance with the terms in effect immediately prior to the Policy Effective Date. However, the provisions of this Policy for delinquent loans and the provisions addressing authorized leaves of absence, including leaves for military service, shall apply to all loans, including loans outstanding immediately prior to the Policy Effective Date.

### COMPLIANCE WITH ERISA

Loans made to Plan Participants and beneficiaries will comply with the provisions of Section 408(b)(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and the regulations promulgated thereunder:

- 1) Loans will be available to all Participants and beneficiaries on a reasonably equivalent basis, subject to the terms of the Plan and this Policy. The basis upon which Participant loans are made will satisfy this provision if they are made available to all Participants and beneficiaries without regard to race, color, religion, sex, age, or national origin, and if the Loan Fiduciary identified by the Plan Sponsor below, makes loans upon consideration of only those factors that would be considered in a normal commercial setting by an entity in the business of making similar types of loans. Public companies, subject to the Sarbanes-Oxley Act of 2000, may interpret such Act to prohibit Plan participant loans to officers and directors as indirect loans of the Employer. In this regard, The Employee Benefits Security Administration has indicated that plan fiduciaries who reasonably interpret such loan prohibitions to deny participant loans to officers and directors of the Employer will not be treated as violating this provision of ERISA. The applicability of the provisions of the Sarbanes-Oxley Act to the Plan Sponsor and loan policy shall be as indicated on the Addendum.
- 2) Loans will not be made to highly compensated employees, officers, or shareholders of the Plan Sponsor in greater amounts than are available to all employees.
- 3) Loans are authorized by the Plan and will be made in accordance with its provisions and the terms of this Policy as approved by the Plan Loan Fiduciary.
- 4) Loans will bear a reasonable rate of interest commensurate with prevailing commercial loan rates for similar periods, as established by the Plan Loan Fiduciary from time to time. However, during an authorized leave of absence for service in the Uniformed Services (as defined in chapter 43 of title 38 of the United States Code), the applicable rate of interest shall not exceed six percent (6%) in accordance with the Soldiers' Civil Relief Act Amendments of 1942.
- 5) Loans will be adequately secured.
- 6) Each loan to a Participant will be made from, and become an asset of, the Participant's account within the Plan and Trust (the "Account"). The market value of the loan and the income derived from it will be credited exclusively to such Participant's Account.

### COMPLIANCE WITH THE INTERNAL REVENUE CODE

Loans made to Participants will comply with the provisions of the Internal Revenue Code and Regulations promulgated thereunder ("IRC").

Plan Loan Fiduciary shall determine that:

- 1) There is a regular payment schedule providing for level payments of principal and interest at least quarterly.
- 2) The loan has a repayment term of 58 months maximum, but the Participant may choose a lesser term. However, if the loan is for acquiring a dwelling unit which, within a reasonable time, will be used by the Participant as his or her principal residence, the repayment term will be as specified in the Addendum.
- 3) The total outstanding balance on any Participant Loans from all qualified plans of the Plan Sponsor does not exceed applicable limitations. Pursuant to the IRC and Department of Labor regulations, these limitations allow a maximum loan of the lesser of:
  - a) 50% of the Participant's vested account balance minus the current balance of any other loans from the Plan; or
  - b) \$50,000.00 reduced by the highest outstanding loan balances over the past 12 months of any loans from qualified plans maintained by the Employer.

Moreover, the maximum loan amount may be further restricted by the terms of the Plan. All Participant loans from Employer's Plans are aggregated and subject to this limitation. IRC §72(p) limitations shall be monitored by the Employer and Plan Loan Fiduciary.

- 4) The obligations of the Participant under the loan shall be evidenced by the Participant Loan Authorization Agreement ("Participant Agreement"), and the Promissory Note, Security Agreement, Irrevocable Assignment and Disclosure Statement (collectively, the "Note") all of which the Participant agrees to by signing the Note or endorsing the Loan proceeds check to which the Note provisions may be attached. A copy of the Participant Agreement and the Note, or a microfiche or Xerox copy thereof, shall be maintained, any of which shall be deemed to constitute original agreements.

**COMPLIANCE WITH THE RETIREMENT EQUITY ACT (REA)**

The Loan Fiduciary will validate the Plan's authority to secure the Loan with the Participant's vested interest in the Plan by obtaining spousal consent to the Loan, if required by law or by policy. If spousal consent is requested, but not received, loans will not be funded.

(A residential loan may not be available through VRU or Internet systems, which make available 'paperless loans'.)

**COMPLIANCE WITH REGULATION Z ("Truth in Lending Law")**

All loans to Participants will be made in compliance with Regulation Z:

- 1) Each borrower will be given a Disclosure Statement containing the loan information in the format specified by Regulation Z.
- 2) At any time there is a renewal or extension of the loan, a new Disclosure Statement will be provided to the Participant.

**COMPLIANCE WITH REGULATION B ("Equal Credit Opportunity")**

The Loan Fiduciary shall make loans available to Participants without regard to the Participant's race, color, religion, national origin, sex, marital status, or age. Furthermore, no Participant who applies for a loan shall be discriminated against because all or part of the Participant's income stems from any public assistance program, or because the applicant has exercised any right under the Consumer Credit Protection Act.

**LOAN APPROVAL PROCEDURES**

The Loan Fiduciary will consider each application for a Participant loan and approve or deny the loan on the basis of the following criteria:

- 1) Compliance with the provisions of this Policy (including, without limitation, restrictions on the maximum loan amount and the maximum permissible repayment term).
- 2) Repayment history of other loans from the Plan, current status of other outstanding loans from the Plan or any other qualified plan maintained by the Plan Sponsor, and credit risks posed by the loan.
- 3) Participant's authorization of payroll deductions for repayment.
- 4) Participant's completion of the Participant Loan Application Form including, if required by law or policy, spousal consent which is either notarized or witnessed by the Loan Fiduciary.

**Note:** The Loan Fiduciary shall take into account any pending Domestic Relations Order in determining whether to grant a Participant's loan application.

**PROVISIONS OF THE LOAN****Amount**

The Loan Fiduciary is responsible for determining if the amount of the requested loan is in compliance with IRC §72(p) and regulations thereunder, final Department of Labor regulations, and the Plan Document, including this Policy, and for retaining documentation to prove compliance therewith.

The Loan Fiduciary shall consider the outstanding balance of the Participant's loans from all qualified plans of the Plan Sponsor, as required by IRC §72(p).

The minimum amount which may be loaned is described in the Addendum.

The maximum loan amount shall be the lesser of the following limits:

- 1) 50% of the Participant's vested account balance minus the current balance of any other loans from the Plan; or
- 2) \$50,000 reduced by the highest outstanding loan balance over the past twelve months. (For purposes of applying the limit in this clause, all participant loans from all qualified plans maintained by the Plan Sponsor are aggregated to determine the outstanding loan balance.)

**Maximum Term**

A loan must have a repayment term of 58 months or less. There is a permissible exception to this rule if the loan is used to acquire a dwelling unit which, within a reasonable time, will be used by the Participant as his or her principal residence. Under such circumstances, the repayment term may be as long as 358 months if the Plan so provides. Paperless loans with terms in excess of 58 months are not available.

**Rate of Interest of the Loan**

The Loan Fiduciary shall establish the rate of interest for all Participant loans, from time to time. The interest rate of the loan will be a rate which is reasonable, prudent, and commensurate with prevailing commercial loan rates for a similar period. The method of determining the interest rate for this Plan is designated on the attached Addendum.

However, the highest interest rate charged during a leave of absence for service in the Uniformed Services (as defined in chapter 43 of title 38 of the United States Code), shall be six percent (6%) compounded annually, in accordance with the Soldiers' Civil Relief Act Amendments of 1942.

**Repayment Schedule**

Loans will have a level repayment schedule of principal and interest payments, at least quarterly. Principal and interest payments on the loan will be made in the same frequency as the Plan Sponsor's payroll schedule. For example, if the Plan Sponsor's payroll schedule is semi-monthly, installment payments will be calculated as 1/2 of the monthly payment, taken semi-monthly; if bi-weekly, installments will be made every two weeks.

To the extent permitted by applicable law, each Participant who requests a loan must irrevocably agree to have payment of principal and interest on the loan made by payroll withholding, provided that payment may be made by cashier's check or money order when a Participant is on unpaid leave of absence or, if permitted by the Plan, when the Participant has left the employ of the Plan Sponsor.

Loans may be prepaid in full at any time without penalty. Partial payments and partial prepayments are not permitted and will be returned to the Participant.

In no event will an existing loan be renewed or re-amortized for the purposes of increasing the Loan amount made available to the Participant or for consolidation of outstanding multiple Loans.

**Number of Loans**

The number of loans a Participant may have outstanding at any time will be limited as described in the Addendum.

**Purpose**

Loans for a term of 58 months or less may be for any purpose. Loans for more than 58 months may only be used to acquire a dwelling unit which, within a reasonable time, will be used by the Participant as his or her principal residence.

**Security**

Each loan to a Participant shall be secured by 50% of the Participant's vested interest, now existing or later acquired, in the Plan. The Plan shall have a lien on a Participant's vested Account to repay any defaulted outstanding loan balance. No loan may be secured by anything other than the Participant's vested interest.

**Spousal Consent**

If spousal consent to the loan is required, the spouse of a Participant, if any, must consent to the loan within 90 days preceding such loan in the form prescribed by the Loan Fiduciary. Consent must be either notarized, or witnessed by the Loan Fiduciary.

**Fee**

The Participant will pay a loan application fee and an annual loan maintenance fee as specified in the Plan's fee schedule, in the manner described in the attached Addendum.

**ALLOCATION OF FIDUCIARY DUTIES**

The Loan Fiduciary shall have the following fiduciary duties related to the Participant Loan Program:

- 1) in the case of paperless loans, to deliver the Participant Loan Authorization Agreement to Participants upon enrollment;
- 2) to review the Participant Loan Application Form and determine the Participant's eligibility;
- 3) to determine that the proposed loan is in accordance with this Policy and regulatory limitations;
- 4) to ensure that the interest rate conforms to this Policy and to applicable law;
- 5) to authorize and direct TRUSOURCE, to make the loan from the Plan (once approved by the Loan Fiduciary) using forms provided by TRUSOURCE;"
- 6) to ensure that TRUSOURCE is provided with a Loan Hierarchy which determines the investment fund(s) to be liquidated or trust account(s) from which the loan is made;
- 7) to establish other loan application procedures, approval criteria, and limits on loans to the extent such other terms and conditions are not inconsistent with this Policy;
- 8) to obtain the Participant's consent to and establish payroll deduction, to collect loan payments and to remit payments timely to TRUSOURCE;
- 9) to notify TRUSOURCE of any change in the Participant's status;
- 10) to direct TRUSOURCE as to what steps to take in the event of default on a loan.
- 11) to retain necessary supporting documents regarding the loan.

TRUSOURCE, based upon the directions of the Loan Fiduciary, will:

- 1) prepare the loan documents for each Participant loan as requested by the Participant and approved by the Loan Fiduciary;

- 2) transmit the loan proceeds and all loan documents directly to the Participant or to the Loan Fiduciary for transmittal to the Participant as properly directed by the Loan Fiduciary;
- 3) establish the Participant's Note as an asset of the Trust, and maintain custody of the Note, and/or endorsed loan check (or copies thereof);
- 4) prepare amortization schedules, payment due notices, or such other material as TRUSOURCE deems necessary for the orderly collection of the loan;
- 5) receive and process all acceptable payments on the Loan and maintain appropriate records of payment;
- 6) monitor the status of all Participant loans and respond to specific inquiries or requests for information from Participant-borrowers, the Loan Fiduciary, Plan Sponsor or government agencies;
- 7) notify Loan Fiduciary of any defaulted loans, and comply with Loan Fiduciary's directions regarding suspension of re-payments due to authorized leave of absence, when to report defaulted loans as deemed distributions, and when to foreclose on the Participant's account balance due to defaulted Loans, as described below.

### DELINQUENT LOANS

A Loan for which a scheduled repayment is delinquent for more than sixty (60) days will be considered in "default". However, a scheduled loan repayment will not be considered delinquent merely because the Participant discontinues making payments while on an authorized leave of absence in accordance with this Policy as set forth below. The Loan Fiduciary will review all loans in default and determine appropriate action. If repayment of the Loan is not brought current by the end of the quarter following the calendar quarter in which the first payment was missed (the "Grace Period"), the loan may be deemed in "final default". In addition, if following a Participant's termination of service with the Plan Sponsor, repayment of the loan is required to be paid within a specified period of time as described in the Addendum, the loan may be deemed to be in "final default" at the end of such specified period if the Participant has failed to repay the entire loan balance (including accrued but unpaid interest). Upon the Loan Fiduciary's instruction, TRUSOURCE shall report any loan in final default (the EMPLOYER balance plus accrued but unpaid interest) as taxable income to the Participant.

On default, if the Participant's Account balance can be distributed, (if the terms of the Plan and Federal laws and regulations permit), the Loan fiduciary will instruct TRUSOURCE simultaneously to foreclose on the security interest and to report the defaulted loan as a distribution from the Plan. Upon foreclosure of the loan collateral, TRUSOURCE will reduce the Participant's Account balance by the balance of the loan then owing and cancel the loan.

If foreclosure on the collateral is not permitted (because all or part of the Participant's Account that secures the loan is not distributable), TRUSOURCE will report the defaulted loan as a "deemed distribution" on the earlier of: (a) actual distribution of the Participant's Account balance from the Plan, or (b) 90 days following the failure to make a scheduled Loan payment plus maximum Grace Period permitted under IRS guidelines.

In future years, until the defaulted loan plus accrued interest is repaid, the Loan Fiduciary shall direct TRUSOURCE to calculate the accrued interest on such outstanding defaulted loan upon application by Participant for a new Loan, and Loan Fiduciary shall take this amount into account in any new loans applied for by Participant as required by Regulation. However, the Loan Fiduciary shall not approve any new Participant Loan unless Participant has repaid any defaulted loan.

Distribution or withdrawal of all or part of a Participant's vested interest in the Plan will be considered an event of default. In such event, the Loan Fiduciary may declare the total outstanding balance of all Loans to that Participant to be due and payable immediately. TRUSOURCE may be instructed by Loan Fiduciary to collect the balance due from any distribution payable to the Participant.

### AUTHORIZED LEAVES OF ABSENCE

#### Leave of Absence (other than a Qualified Uniformed Services Leave as described below).

A Participant who is on an authorized leave of absence without pay, or at a rate of pay, after payment of all applicable tax and other withholdings, that is less than the amount of the installment payments required under the terms of the loan, must continue paying the regularly scheduled installments on the loan. Such payments shall be remitted through the Employer by cashier's check or money order to "Union Bank of California, Trustee" (or other representative capacity) or to any successor trustee appointed under the Plan.

However, in the event that such a Participant fails to make payments during an authorized leave of absence as described above, a deemed distribution will not occur until the Participant returns to work, or until one year has elapsed since the leave of absence began. In any event, the term of the loan may not be extended beyond its original maturity date and the amount of the installments due after the leave of absence ends must not be less than the amount required under the terms of the original loan. (During any suspension of payments, interest will continue to accrue on the loan balance.)

#### Leave of Absence for Service in the Uniformed Services.

During a leave of absence for service in the Uniformed Services (as defined in chapter 43 of title 38 of the United States Code), a Participant may suspend making loan payments during the entire period of such leave even if the absence exceeds one year. The term of the loan may be extended beyond its original term. The maturity date may be extended by the number of months loan payments were suspended while the Participant was on a leave of absence due to service in the uniformed services, even if the term of the loan then exceeds the maximum term otherwise permitted under this Policy. Additionally, the applicable rate of interest for the period of such leave of absence shall not exceed six percent (6%) as described above.

**Repayment following Suspension of Payment.**

Once the maximum period of suspension has ended for an authorized leave of absence, the Participant must resume making payments to pay the loan in full by its maturity date. Otherwise, the loan balance (plus accrued interest) will be deemed a taxable distribution.

The following three options are available for the resumption of payments on the loan at the end of the period of suspension:

- 1) The Participant may bring the loan current, by sending a cashier's check or money order for the past due principal payments plus accrued but unpaid interest, and then continue making installments through payroll deduction at the same amount initially established when the loan was set up.
- 2) The Participant may request that the balance of the loan (including accrued but unpaid interest) be re-amortized over the remaining original term of the loan; provided, however, that if the Participant's leave of absence was due to service in the uniformed services, the Participant may request that the balance of the loan (including accrued but unpaid interest) be re-amortized over a period not exceeding the sum of the remaining original term of the loan (determined at the conclusion of the leave of absence) plus the period during which loan payments were suspended due to service in the uniformed services.
- 3) The Participant may continue making installment payments at the level established at the inception of the loan until the original maturity date. This will require a balloon payment at the end of the loan term which must be paid before or on the maturity date. As of the maturity date, the remaining balance must be paid in full.

Under Department of Labor regulations TRUSOURCE must continue to attempt to collect loan payments during a leave of absence, and TRUSOURCE may therefore send notices to the Participant requesting payment.

If a Participant on an authorized leave of absence is later determined by the Employer to have terminated employment, repayment of the loan is required to be paid within the specified period of time following termination as described in the Addendum.

If the loan has not been brought current or re-amortized by the end of the maximum permissible suspension period authorized by this Policy in accordance with regulations promulgated under IRC Section 72(p), then the loan will be treated as in final default and the provisions of this Policy governing deemed distributions and foreclosure on the delinquent loans (as described above) will apply.

**LOAN FIDUCIARY**

The Loan Fiduciary shall be responsible for ensuring that each loan satisfies the terms and conditions of this Policy. The Participant loan policies and procedures established or maintained pursuant to this Policy shall be administered by the Loan Fiduciary listed below.

**DESIGNATION LOAN FIDUCIARY**

The Loan Fiduciary shall be the Plan Committee, unless otherwise designated below.

**POLICY EFFECTIVE DATE**

The Policy Effective Date is the later of the date UBOC accepts appointment as Trustee of the Plan or the date signed below.

<b>APPROVED AND ADOPTED</b>	
<i>Name of Loan Fiduciary (If Other Than The Plan Committee)</i>	
<i>Signature of Loan Fiduciary (If Other Than The Plan Committee)</i>	<i>Date</i>
<i>Name of Authorized Signer for Plan Committee</i>	<i>Title</i>
<i>Signature of Authorized Signer for Plan Committee</i>	<i>Date</i>

### Addendum to Model Loan Policy

- 1) Participants will request loans via:
  - The Voice Response (telephone) system and/or Internet (when available)(these options may not be available to all plans)
  - Paper applications only
  
- 2) Loans of 58 months or less are to be issued using the following interest rate (check one):
  - UBOC Prime Rate
  - UBOC Prime Rate plus 1 %
  - UBOC CD Rate (of appropriate duration) plus \_\_\_\_\_% (**not permitted** for paperless loans)
  - Other: \_\_\_\_\_(**not permitted** for paperless loans)
  
- 3) Maximum term for a loan issued for the purchase of a EMPLOYER residence is \_\_\_\_\_ months (maximum 358 months).
  
- 4) Home loans of more than 58 months are to be issued the following interest rate (check one):
  - Freddie Mac 30-year Mortgage Rate
  - Fannie Mae 30-year Mortgage Rate
  - UBOC Prime Rate
  - UBOC Prime Rate plus \_\_\_\_\_%
  - UBOC CD Rate plus \_\_\_\_\_%
  - Other mortgage rate of appropriate duration: \_\_\_\_\_

The rates for loans of other durations will be determined, by the Loan Fiduciary, on a basis that provides for a return commensurate with prevailing commercial rates for loans made under similar circumstances.
  
- 5) Non-refundable loan application fee per loan (refer to fee schedule) to be (check one):
  - Deducted from participant's account (REQUIRED FOR PAPERLESS LOANS)
  - Billed directly to Company on a quarterly basis
  
- 6) The maximum number of loans a participant may have outstanding at the same time is (check one):
  - A participant may have no more than one loan outstanding at any time (**STRONGLY RECOMMENDED**)
  - A participant may have no more than \_\_\_\_\_ loans outstanding at the same time
  - A participant may have no more than one loan outstanding, except that two loans may be permitted while UBOC pays off one loan from the proceeds of the second, but in no case may the combined balance of both loans exceed the maximum permitted under IRC §72(p). (**not permitted** for paperless loans)
  
- 7) If loans are limited by the Loan Hierarchy to certain sources or funds, the loan available amount should be calculated using:
  - 50% of the Participant's vested account balance, or
  - 50% of the Participant's vested balance in the source(s) or fund(s) from which loans may be funded.
  
- 8) The minimum Participant loan granted must be at least \$ 1,000 \_\_\_\_\_, as described in the Plan. If the Plan document does not specify a minimum loan amount, the minimum loan granted shall be \$ \_\_\_\_\_ (enter \$1,000 or a lesser amount).
  
- 9) Upon termination of employment, an employee may continue to repay an outstanding loan balance (check the appropriate box):
  - Payments may continue to be made by cashier's check or money order prior to distribution of the Participant's entire account balance
  - Repayment of the full outstanding balance must be paid by cashier's check or money order within 30 days of employment termination. [Note: may cause adverse tax consequences for the former employee]
  
- 10) The Plan Sponsor is a public company subject to provisions of the Sarbanes-Oxley Act of 2000 which prohibit certain loans to officers and directors:
  - N/A.
  - As Plan Participants, officers and directors of the Plan Sponsor *shall* be eligible to apply for Plan loans
  - As Plan Participants, officers and directors of the Plan Sponsor *shall not be* eligible to apply for Plan loans

**We hereby certify that to the best of our knowledge, the provisions of this Addendum are consistent with the provisions of the Plan document.**

\_\_\_\_\_  
 Name of Loan Fiduciary (If Other Than The Plan Committee)

\_\_\_\_\_  
 Signature of Loan Fiduciary (If Other Than The Plan Committee)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name of Authorized Signer for Plan Sponsor

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Signature of Authorized Signer for Plan Sponsor

\_\_\_\_\_  
 Date

## Instructions for Completing Distribution and Loan Hierarchies

When a loan or partial withdrawal is processed, we need to know which contribution sources should be used (e.g., employee deferrals, employer matching contributions, rollover). We also need to know which investments (for example, mutual funds) should be sold to raise cash in these sources. The following hierarchies instruct us in this regard.

**These hierarchies must be consistent with the provisions of your Plan document. Your Plan document may specify certain sources or investment funds eligible for withdrawal or liquidation.**

**If your Plan does not permit loans or withdrawals, you should not complete the applicable form.**

### SECTION A: SOURCE HIERARCHIES

Each source will be exhausted (up to 90% for non-dollar-par funds) before the next source of the hierarchy is accessed.

- 1) The first method liquidates sources as per a pre-determined hierarchy. All of the sources listed may not apply to your Plan. The only sources affected are those specified on your Plan document as eligible loan or withdrawal sources.
- 2) The second method allows you to specify the order of the sources. Things to consider (this list is by no means exhaustive):

A rollover source is a popular choice to top the list for both loans and withdrawals. Some plan sponsors try to preserve participants' employer-provided account balances from partial withdrawals or loans, and therefore place these sources at or near the bottom of the hierarchy. Keep in mind that your Plan may only permit loans or partial withdrawals from certain sources, and the hierarchy should not imply that loans or partial withdrawals are available from sources not permitted in the Plan document. Your Plan document may describe a specific hierarchy with which you should comply.

**Loans.** You may want to consider placing after-tax contributions, if any, as the first source available in the loan hierarchy, since the tax consequences to the participant of a distribution from this source, should it become necessary, are substantially less than other sources. Therefore, you will be preserving a lower-tax withdrawal option for your participants. Depending on your Plan provisions, you may want to consider funding a loan first from sources *other than* employee deferrals, since to do otherwise, may limit the amount available later for a partial withdrawal.

**Withdrawals** Subject to the terms of the Plan, the source withdrawal hierarchy you select will apply to all partial withdrawals.

### SECTION B: FUND HIERARCHIES

Choose a method for determining which funds will be sold. The forms allow for three different methods:

If your Plan includes Employer Securities, you may consider excluding such Fund from liquidation for loan purposes.

- 1) The first method liquidates funds pro-rata across all eligible Funds.

#### Loans

The participant's investment allocation might be made more conservative, since equity funds may be sold and replaced with a loan asset. This assumes, of course, that a participant loan may be considered a "safer" investment than an equity mutual fund, an analysis with which you may not agree.

#### Withdrawals

This has the advantage of preserving the investment allocation of the participant's account, in approximately the same proportion as existed before any withdrawal.

- 2) The second method will result in money market and bond funds (if available) being sold first. Each Fund will be exhausted (up to 90% for non-dollar-par funds) before the next source of the hierarchy is accessed.

#### Loans

Relatively fixed investments in the participant's account will tend to be replaced with what some might consider a similar investment, a fixed rate participant loan. On the other hand, you may feel that a participant loan is not a similar investment, because a participant may become unable to repay the loan and therefore be subject to income tax and penalties.

#### Withdrawals

Fixed rate investments, will tend to be sold first, rather than equity funds, wherein participants may have unrealized losses they do not want to realize. At the same time, the participant's account might be more aggressively invested after the partial withdrawal than their fund election directed because the partial withdrawal will tend to be funded first from money market or bond funds.

- 3) The third method allows you to specify a fund hierarchy for sales. Each Fund will be exhausted (up to 90% for non-dollar-par funds) before the next source of the hierarchy is accessed.

**PLEASE CONSIDER YOUR CHOICES CAREFULLY BEFORE COMPLETING THE ATTACHED HIERARCHY FORMS. YOUR CONVERSION SPECIALIST IS AVAILABLE TO REVIEW THESE FORMS WITH YOU AND TO ASSIST YOU IN COMPLETING THEM.**

### Loan, Hardship Withdrawal & In-service Withdrawal Funding Hierarchy (Attachment to Loan Policy)

Employer hereby instructs Union Bank of California to follow the loan, hardship withdrawal and in-service withdrawal funding hierarchy selected below for the core fund portion of the \_\_\_\_\_ - 403(b) PLAN. The selection(s) made below shall remain in effect until written notice is delivered to Union Bank of California which rescinds or replaces the designated selection(s). Loans and distributions shall be funded from IDA accounts (if applicable) only if, and to the extent that, assets held in the core fund account are inadequate. This designation hereby rescinds all prior designations. Any funding hierarchy defined in the Plan Document shall prevail and override any elections made below.

**SECTION A: SOURCES – Sell sources as per the hierarchy below (check one):**

- Default Method:
  - Sell sources in the following order:
- |   |          |
|---|----------|
| 1) Voluntary After-Tax                            | 1) _____ |
| 2) Rollover                                       | 2) _____ |
| 3) Employer Match (Non Safe Harbor)               | 3) _____ |
| 4) Non-Elective Contribution                      | 4) _____ |
| 5) Salary Deferral                                | 5) _____ |
| 6) Qualified Non-Elective (Includes Safe Harbor)* | 6) _____ |
| 7) Qualified Matching (Includes Safe Harbor)*     | 7) _____ |
| 8) Other: _____                                   | 8) _____ |

**The source elections above apply to the following:**

- Loan Funding
- Unforeseeable Emergency Withdrawals/Hardship Withdrawals
- In-Service Withdrawals

If any of the above sources are not available for this type of Loan or Withdrawal as specified in the Plan Document, it will not be included in the hierarchy.

\*Not available for Hardship Withdrawals

**SECTION B: FUNDS – Sell funds as per the hierarchy below (check one):**

- Default Method: Funds will be sold pro-rata based on the participant’s balance.
  - Sell funds in the following order:
- |          |           |
|----------|-----------|
| 1) _____ | 10) _____ |
| 2) _____ | 11) _____ |
| 3) _____ | 12) _____ |
| 4) _____ | 13) _____ |
| 5) _____ | 14) _____ |
| 6) _____ | 15) _____ |
| 7) _____ | 16) _____ |
| 8) _____ | 17) _____ |
| 9) _____ | 18) _____ |

**The fund elections above apply to the following:**

- Loan Funding
- Unforeseeable Emergency Withdrawals/Hardship Withdrawals
- In-Service Withdrawals

**Only the vested portion of each source and fund will be sold and, in the case of funds not priced at \$1.00, a maximum of 90% of the fund will be sold, to account for market fluctuations.**

_____ <i>Name of Authorized Signer for Employer</i>	_____ <i>Title</i>
_____ <i>Signature of Authorized Signer for Employer</i>	_____ <i>Date</i>

## Fee Schedule

**TruSource Services**

New Daily Plans (Basic Custody fees)

NEW PLANS – **(Plan Sponsor expense)**

- Set Up Fee - Waived

New Existing Plans – **(Plan Sponsor expense)**

Conversion fee – Normally \$2,500 per plan -- Waived

ALL PLANS Annually (refer to Mutual Fund Disclosure Statement): **(billed to Participant accounts)**

- Per active participant fee is \$15 annually
- Asset based fee is 25bp annually
- TruSource will retain the Sub Transfer Agency fees associated with the funds paid by funds directly to TruSource
- Additional ad valorem fees of 15 bps will be deducted from participant accounts for funds that do not pay at least 15bp Sub Transfer Agency fees to TruSource
- Fixed annuity processing fee of 40 bps (ad valorem) will be paid by Retirement Solutions Group, Inc. to TruSource in lieu of ad valorem fees referred to above for other Plan assets
- **Non Basic Fees (billed to participant accounts)**
  - Distribution fee
    - \$50 each
  - Loan fees
    - \$50 application (non-refundable) fee/\$60 annual maintenance
  - Self-directed brokerage, if applicable
    - \$120 per year per participant with SDBA
    - 10bp ad valorem fee
    - Transaction fees
  - Trustee fee is included in Basic fee
- **Non Basic Fees (billed to plan Sponsor)**
  - Payroll submission, not utilizing TruSource’s Payroll Manager program or pursuant to section 2.2 of the Administrative Services Agency Agreement, the payroll information is not provided in a reasonable electronic medium
    - Time and charges
  - Unique matching formulas
    - Time and charges (\$500 min.)
  - Plan Amendments and Restatements
    - Time and charges
- Plan Transfers
  - CD ROM containing Plan recordkeeping information - No Fee
  - Other forms of information – Minimum Fee \$500, based on time and charges

Time: \$150.00 per hour

Charges: Out of Pocket expenses, including but not limited to copies at 25 cents a page.

**Retirement Solutions Group, Inc. Schedule of Fees**

ALL PLANS Annually: (billed to participant accounts)

- 12b-1 Fees (paid by mutual funds held in Plan to RSG Securities)
- Platform Fees of 80 bp on all Plan assets paid to RSG Securities
- Fixed Annuity commission on fixed annuity contracts held in Plan, as determined by annuity provider and paid to Retirement Solutions Group, Inc.

_____ <i>Name of Authorized Signer for Employer</i>	_____ <i>Title</i>
_____ <i>Signature of Authorized Signer for Employer</i>	_____ <i>Date</i>



ACH DEBIT  
AUTHORIZATION AGREEMENT

Employer Name			403(b) PLAN
Plan Name			
Contact Name:	Phone Number	Extension	
Email Address			
Financial Institution Name			
Employer's Checking Account Number			
Financial Institution ABA Number			
Financial Institution Address			
City	State		Zip
(____) _____ - _____ - _____			
Phone Number	Extension		

The undersigned hereby authorizes and directs TRUSOURCE, a division of Union Bank of California, N.A. ("TRUSOURCE") to initiate debit entries from the Employer's checking account at the financial institution named above via ACH debit in an amount equal to plan contributions or other amounts as directed by the Employer from time to time, and debit any applicable fees or amounts required to make the Trust whole, should fees or other charges be incurred due to insufficient funds at the depository.

Employer and the undersigned, as an authorized member of the Plan Committee, also expressly acknowledges responsibility for payments regardless of whether there are sufficient funds on deposit in such account. Employer, and not TRUSOURCE, shall be solely responsible for all contributions to the Plan and Trust, and it shall not be TRUSOURCE's responsibility to collect any contributions from Employer. It is agreed that TRUSOURCE's liability under this authorization agreement shall be limited exclusively to amounts which are erroneously debited by TRUSOURCE, and which exceed Employer's debit direction.

The undersigned further hereby acknowledges and agrees to the following:

ARTICLE I: GENERAL INFORMATION

- a) The Employer agrees to indemnify and hold TRUSOURCE and the Trust fund harmless against any loss or liability, including attorney's fees, imposed upon TRUSOURCE as a result of any acts taken, or failure to act, in accordance with written directions from the Employer or Plan Committee, or any other person designated to act on their behalf, or failure to act due to lack of such instructions.
- b) Employer will at all times determine that there is adequate cash in Employer's checking account to cover any debit transactions, and Employer agrees that if there is not sufficient cash to cover a directed ACH debit, the Employer's Financial Institution will reverse the ACH transaction, funds will be withdrawn from the Plan and Trust, and any investments made in the Plan and Trust with those funds will be reversed, which could result in investment losses in the Plan and Trust. Additionally, various fees and expenses will be incurred by the Plan and Trust in connection with the ACH reversal, investment reversal, and extraordinary services provided by the TRUSOURCE in connection therewith. Employer agrees that it shall reimburse the Plan and Trust for any such investment losses, costs, fees and expenses resulting from reversal of ACH transactions and investment reversals.
- c) Employer agrees NOT to use the e-mail function to send TRUSOURCE instructions to buy or sell any securities in the Account.
- d) The Employer or its designated representative agrees to Article III: ACH Debit Authorization Agreement in its entirety.

ARTICLE II: CONDITIONS OF USE OF INTERNET

If Employer uses the internet to provide directions to TRUSOURCE:

- a) The Employer affirms that it has signed an internet service agreement with TRUSOURCE, a division of Union Bank of California, N.A., ("TRUSOURCE") and all terms of such agreement executed by the Employer remain in full force and effect for access to all websites serviced by TRUSOURCE, including planstat.com.
- b) Plan contribution instructions or other instructions provided by the Employer's authorized representative over the planstat.com website or any other website serviced by TRUSOURCE shall constitute "written instructions" by the Employer and/or the Plan Committee to TRUSOURCE.

- c) The Employer or its designated representative has sole responsibility for gaining access to the Internet. Employer is solely responsible for the selection, installation, maintenance, and operation of Employer's computer (including hardware and software). Technical or other problems with Employer's equipment will result in Service interruption, and TRUSOURCE shall have no liability therefor. **The risk of error, failure, or non-performance is Employer's risk and includes the risk that Employer or its representative do not operate the computer properly. TRUSOURCE is not responsible for any errors or failures from any malfunction of Employer's computer; nor is TRUSOURCE responsible for any electronic virus or viruses or virus-related problems that Employer or its representative may encounter.**
- d) TRUSOURCE shall in no way be responsible or liable for any consequential, remote or indirect damages resulting from Employer's use or any improper, inadequate, or unauthorized use of the internet, or release of Plan and Trust Account information through the internet or for any errors or failures due to any malfunction of Employer's computer, the unsuitability of Employer's computer, or any virus. Use of the internet to give directions to TRUSOURCE is subject to the terms and conditions stated herein, the PlanStat internet services agreement, and the terms and conditions in Employer's trust/agency/custody Account agreement.
- e) Employer agrees to provide TRUSOURCE via the planstat.com payroll submission system, all relevant processing information with respect to any directed debit (including participant name, social security number (or such other unique numeric identifier as the parties may agree upon), allocable amounts to each participant's account, and participant loan numbers, if applicable) either before or at the time of directing the ACH debit from Employer's checking account.

ARTICLE III: ACH DEBIT AUTHORIZATION AGREEMENT

- a) The Employer authorizes TRUSOURCE to initiate debit entries from the Employer's checking account at the Financial Institution named above, to debit from such account an amount equal to the payroll deposits or other amounts as directed by the Employer from time to time, and debit from the Employer's checking account any losses incurred by the Trust and any applicable fees, including but not limited to the Financial Institution's and TRUSOURCE's fees incurred due to insufficient funds at the depository in Employer's checking account to cover the debit.
- b) The undersigned, as an authorized member(s) of the plan committee, also expressly acknowledges responsibility for payments regardless of whether there are sufficient funds on deposit in such account. TRUSOURCE's liability under this authorization agreement shall be limited exclusively to direct damages incurred by the Plan and Trust for amounts which are erroneously debited by TRUSOURCE in excess of Employer's or Plan Committee Member's debit direction.

ARTICLE IV: DISCLOSURES and MISCELLANEOUS TERMS

- a) *Bank* Holidays and Closures: The Employer agrees to indemnify and hold harmless TRUSOURCE, its affiliates, successors, and assigns against any losses arising from any processing delays due to bank holidays or unforeseen bank closures for any reason.
- b) *Market* Holidays and Closures: The Employer agrees to indemnify and hold harmless TRUSOURCE, its affiliates, successors, and assigns against any losses arising from any processing delays due to closure of financial markets and exchanges.
- c) *System* Failures: The Employer agrees to hold harmless TRUSOURCE, its affiliates, successors and assigns against any liability, demand, claim or loss resulting from any computer system failure or delays which occur through no fault of TRUSOURCE.
- d) *Governing Law*: This Agreement and the Terms and Conditions on the PlanStat website will be construed and interpreted in accordance with the laws of the State of California. If any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions shall remain in full force and effect. Headings are for reference only and in no way define, limit, construe, or describe the scope or extent of such section. Bank's failure to act with respect to a breach by me or others does not waive Bank's right to act with respect to subsequent or similar breaches.
- e) *Change in Terms*: TRUSOURCE reserves the right to modify the terms of this Agreement from time to time by sending a Change-in-Terms Notice to the e-mail address Employer has provided to TRUSOURCE. Changes to this Agreement may be set forth in the Change-in-Terms Notice itself or posted on TRUSOURCE's website at a location (URL) disclosed in such Notice. Employer agrees to review any changes to this Agreement promptly upon receipt of TRUSOURCE's e-mail Change-in-Terms Notice. A Change-in-Terms Notice posted on TRUSOURCE's website will remain there for at least 90 days after the date of TRUSOURCE's e-mail notice to Employer. By continuing to forward instructions via the internet online after the effective date set forth in a Change in Terms Notice, Employer indicates Employer's agreement to the changes.
- f) *Termination of Agreement*: TRUSOURCE may terminate this Agreement upon 90 days advance notice.
- g) The indemnity provisions contained in this Agreement shall survive termination of this Agreement.

Employer

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

Signature: \_\_\_\_\_  
Plan Committee Member

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature: \_\_\_\_\_  
Plan Committee Member  
(attach additional signature page(s) if necessary)

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

THIS AUTHORITY IS TO REMAIN IN EFFECT UNTIL TRUSOURCE HAS RECEIVED WRITTEN NOTIFICATION FROM THE PLAN SPONSOR OF ITS TERMINATION IN SUCH TIME AND MANNER AS TO AFFORD TRUSOURCE AND DEPOSITORY A REASONABLE OPPORTUNITY TO ACT ON THE INSTRUCTION.

**TRUSOURCE Use Only**

**PLEASE ATTACH A VOIDED BLANK CHECK IN THIS SPACE**

Please accept this as confirmation from TRUSOURCE that the automated debit feature has been implemented.

Effective \_\_\_\_/\_\_\_\_/\_\_\_\_, you may discontinue forwarding checks/wires for future payroll submission if you wish to direct ACH debits from your checking account.

Acknowledged By: \_\_\_\_\_

Main Account Number: \_\_\_\_\_

Relationship: \_\_\_\_\_