



THIRD PARTY ADMINISTRATOR ENGAGEMENT AGREEMENT

This Third Party Administrator Engagement Agreement (“Agreement”) is made as of the ____ day of _____, 20__ (“Effective Date”) by and between Pension Advisors, Inc. (“PAI”), a corporation and _____, a _____ [corporation, limited liability company, partnership or other entity] (the “Sponsor”).

RECITALS

- A. PAI is a corporation that provides third party administrative and other services to entities that sponsor one or more of the Plans (as defined below).
- B. Sponsor is an entity that sponsors one or more of the Plans.
- C. Sponsor desires to engage the services of PAI for purposes of administering the Plan(s) sponsored by Sponsor and PAI agrees to provide the administrative and other services specifically set forth in this Agreement, all on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and for such other and further considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. **Plans.** PAI provides third party administrative and other services for the types of plans referenced below (“Plans”) and, from time to time, general consulting and other services for the Plans and/or Sponsor (all such services collectively referred to and set forth in Section 3, below).
 - (a) The Sponsor shall place a check mark or other written indication of the Plan or Plans for which it desires PAI to provide Services pursuant to the terms of this Agreement.

Defined Benefit Plans

- 412(i) Defined Benefit Plan

Defined Contribution Plan

- Profit Sharing Plan
- 401(k) Plan
- Other _____

- (b) The Sponsor shall place a check mark or other written indication if it desires PAI to provide additional consulting services to any of the Plans and/or Sponsor. The scope and nature of such Services and the hourly fees to be paid for such Services shall be as mutually agreed by PAI and the Sponsor in writing.



- Consulting Services for Sponsor**
- Consulting Services for Plans**
- Other** _____

2. **Fees.** The fees payable to PAI with respect to any of the Plans for which PAI is to provide Services shall be set forth on the Fee Schedule attached hereto and incorporated herein as Schedule A. PAI reserves the right, in its sole discretion, to modify Schedule A, at any time after the first two (2) Years (as hereafter defined) upon ninety (90) days prior written notice to the Sponsor, but no change shall affect the fees for Services completed prior to the time the modifications to Schedule A are to go into effect.

3. **Services.** With respect to the Plan or Plans referenced in Section 1 for which the Sponsor has indicated PAI is to provide Services, PAI shall perform some or all of the services described below as applicable to the Plan(s) being sponsored by the Sponsor:

(a) **Plan creation and installation.** PAI shall provide: Plan design assistance; draft any applicable adoption agreement, plan document and/or trust document(s) for a Plan and assist in preparing submissions to the Internal Revenue Service (“IRS”), as required for such Plan; prepare a summary plan description and Plan administration binder or manual; provide applicable compliance testing; assist in the preparation of applicable Department of Labor notices and filings; notify the Sponsor of applicable due dates by which the Plan must provide data and monitor the timelines of such data; and such other services as the parties may hereafter agree in writing. When applicable, PAI shall assist in the transition from prior record keepers and third party administrators for Plans being taken over and perform Plan takeover review. PAI shall also provide such additional general consulting services, at such hourly fees, as the Sponsor and PAI shall mutually agree upon in writing. PAI shall also prepare Form 5500 and related schedules and supplements, and file Form 5500 electronically (in cases where electronic filing is not applicable, we will mail); provided, however, any such filing of Form 5500 shall be done only after the Sponsor has approved the preparation of Form 5500, provided PAI with an approved PIN or other approved identification number for such filing and provided PAI with such other necessary information as PAI may request.

(b) **Annual Administration.** PAI shall provide: annual review of the applicable Plan(s); update and review the employee census based on the data provided to PAI; issue appropriate 1099s based on the data provided to PAI regarding the timing and amounts of distributions, including determinations for hardship withdrawals; and such other services as the parties may hereafter agree in writing.

(c) **Provision of Services.** PAI will provide such documents, reports and other materials, as elected by the Sponsor, on a timely and accurate basis. PAI will provide to the Sponsor all forms and procedures that may be necessary for the Sponsor to provide data and other information to PAI for PAI to provide the Services specified herein. PAI reserves the right to enter into sub-contracts or other agreements for the Services to be performed hereunder.



(d) **Services not provided.** Unless PAI and the Sponsor otherwise agree in writing, PAI is not responsible for and does not provide or perform investment advisory services or accounting or legal services for the Plan(s) or the Sponsor. PAI is not a trustee or other fiduciary or a party to the Plan(s), is not and shall not become by entering into this Agreement the Plan Administrator for any of the Plans, has no discretion or right to interpret the Plan(s), determine eligibility for, or participation in, the Plan(s) or take any other actions with respect to the Plan(s) except as specifically set forth in this Agreement. Where appropriate, PAI will assist the Sponsor in finding and working with other professionals to implement its recommendations. Implementation of PAI's recommendations are entirely the Sponsor's responsibility and entirely at the Sponsor's discretion.

PAI is under common control with Sutterfield Financial Group, Inc. ("Sutterfield"), a duly registered investment advisor. If the Sponsor desires to retain the investment advisory services of Sutterfield, it may do so provided it has applied to Sutterfield for an account and stated in writing that it has been provided with a disclosure of the common control of the two companies and of the fees charged by each. The contractual relationship between the Sponsor and Sutterfield, if any, will be governed by such contracts and understandings as the Sponsor and Sutterfield shall from time to time agree.

4. **Relationship of Parties.** Nothing contained in this Agreement shall be construed to create any relationship, partnership, employment or joint venture between or among the Sponsor, the Plan(s) and PAI other than that of independent contractors. Except as expressly set forth herein, each party shall be solely responsible for the respective fees, costs and expenses incurred in connection with the operation of its business and the fulfillment of its obligations hereunder. Neither the Sponsor nor any Plan(s) is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of PAI or to bind PAI in any manner except as expressly permitted hereunder.

5. **Sponsor's Authority and Responsibilities.** The Sponsor represents that it is authorized to act for each Plan designated in Section 1 herein and to engage PAI in this capacity in the performance of the Services to be provided herein. All Services performed by PAI pursuant to this Agreement are for review and execution by the Sponsor or, where appropriate, the Plan Administrator, Plan Trustee or legal counsel for such persons. The Sponsor understands that under this Agreement PAI does not provide tax, investment or legal advice and does not exercise any discretionary authority or control with respect to the management of the Plan or its assets unless the parties mutually agree in writing that PAI is to provide or contract for the provision of any such advice or services. The Sponsor will provide or cause to be provided to PAI, in writing, such information as PAI may require to provide the Services herein on an accurate and timely basis. The Sponsor shall retain administrative and fiduciary responsibility for the Plan(s). The Sponsor shall further (a) timely file any and all governmental or other reports received or prepared by PAI in connection with a Plan and shall be responsible for the accuracy of such reports, unless the parties mutually agree in writing that PAI is to file any such reports, (b) notify PAI when distributions to Plan participants are to be made, including determinations for hardship withdrawals and the execution of appropriate documentation related



to such distributions, and (c) timely notify PAI of other plans for which it is a sponsor, other entities which are in a controlled or affiliated group with Sponsor, entities which the Sponsor may acquire following the Effective Date and changes in the legal form or type of entity of the Sponsor.

6. **PAI Right to Rely.** PAI shall rely, and is hereby given the right to rely, conclusively upon the accuracy and completeness of all data and other information (collectively, “Information”) supplied by or on behalf of the Sponsor, the Plan, and _____ (“Advisor”) who has acted and shall continue to act as an advisor and agent on behalf of the Sponsor. PAI shall have no duty to verify or crosscheck any such information. Should such information prove to be inaccurate resulting in PAI’s devoting additional time to provide the Services, PAI reserves the right to adjust the fee for such Service accordingly. PAI may disclose Information as required to conduct its business and provide the Services and as permitted or required by law. PAI may share such Information with “Advisor”, affiliated companies or third parties that assist PAI in processing and/or servicing the Sponsor’s account. The Sponsor hereby acknowledges that the Advisor has acted and shall continue to act as an agent and advisor of the Sponsor until such time as the Sponsor notifies PAI in writing of the termination of that relationship.

7. **PAI’s Right to Decline to Provide Certain Services.** PAI reserves the right, for any reason, to decline to provide Services if a provision in the applicable Plan documents or if other circumstances renders providing of such a Service by PAI not feasible in the sole discretion of PAI. PAI will advise the Sponsor in writing of any such declination.

8. **Year.** A Year under this Agreement shall be the applicable Plan Year, except the first Year hereunder shall commence on the Effective Date. Subsequent Years shall begin on the first day of each Plan Year of the applicable Plan. A Year shall end on the earlier of the last day of the applicable Plan Year or the date of the termination of this Agreement.

9. **Billing and Costs.** Unless otherwise agreed to by the parties in writing, the fees for Services PAI performs hereunder shall be billed on a calendar quarterly basis and PAI shall provide the Sponsor with an invoice for the fees under the Fee Schedule applicable therefor. Sponsor shall further reimburse PAI for all costs and expenses PAI incurs for the benefit of the Plans or the Sponsor in connection with the Services hereunder. All fees and reimbursements for costs and expenses are due and payable to PAI thirty (30) days after receipt of the invoice therefor by the Sponsor. PAI has the right, in its sole discretion, to change the duration of the billing period at any time by giving the Sponsor at least ninety (90) days written notice thereof before such change is to become effective. In the event that any payment by the Sponsor for fees or reimbursements for cost and expenses is not made in good funds when due under this Agreement, the Sponsor shall pay a late charge of five percent (5%) on any amount owing and shall further pay interest on the amount due, accruing from the due date thereof until paid, at the interest rate equal to the lesser of eighteen percent (18%) per annum or the highest interest rate allowed by law. In addition to the foregoing, in the event the Sponsor fails to make any payment



for fees or reimbursements for costs and expenses, and such failure to pay continues for more than ninety (90) days from the due date thereof, the PAI shall have the right to immediately and in its sole discretion and with no liability to the Sponsor therefore, and without the need to provide the Sponsor with written notice thereof, to suspend any and all Services hereunder and/or to terminate this Agreement. This right to suspend Services and/or terminate this Agreement is in addition to the provisions set forth in Section 13 hereof.

10. **Indemnification**. The Sponsor hereby agrees to hold PAI and its officers, directors, shareholders, representatives and agents and any entity or person Controlling, Controlled by or under common Control with PAI (“Affiliate”) harmless from, indemnify and defend PAI and its Affiliates against any and all claims, expenses, fines, penalties, judgments, amounts paid or payable in settlement, deficiencies, liabilities, damages and losses resulting from any action taken by PAI in accordance with directions from the Sponsor or any of its agents and any failure by PAI in the absence of such direction or from the actions or omissions of the Sponsor or any of its agents or inaccurate or insufficient data provided to PAI by the Sponsor or its agents or from the failure of the Sponsor or its agents to submit requested information to PAI on a timely basis or from PAI processing any Plan transaction after, or ninety (90) days before, the Sponsor files for bankruptcy or operational defects or Plan document deficiencies that existed or relate to the period prior to the Effective Date of this Agreement. PAI shall use its best efforts to notify the Sponsor of any litigation or other legal proceeding that may give rise to an indemnification obligation hereunder (“legal action”) brought against PAI no later than ten (10) business days after receiving notice of the commencement of such legal action and PAI shall use its best efforts to notify the Sponsor of any other claim no later than fifteen (15) business days after receiving notice of such claim. As used herein, “Control” means the power to direct or cause the direction of the management and policies of an entity through the ownership of voting securities.

The Sponsor may elect to compromise or defend at its own expense and by its own counsel any legal action or other claim that may be brought against PAI with respect to those matters from which the Sponsor has agreed to indemnify and hold PAI harmless hereunder, and shall satisfy any settlement and any judgment that may be rendered against PAI pursuant and subject to this Agreement.

11. **Additional Services**. The Sponsor may request that PAI provide a service that is in addition to the Services set forth herein. PAI may then, in its sole discretion, agree to provide such a service to the Sponsor. The fee for such a service shall be agreed to in writing between the Sponsor and PAI.

12. **Notice of Plan Termination**. The Sponsor shall provide PAI with written notice of the termination of any Plan hereunder no less than sixty (60) days prior to such Plan termination.



13. **Termination of Agreement.** The Sponsor or PAI may at any time terminate this Agreement upon written notice to the other party, which notice shall be effective no less than ninety (90) days after receipt by the party to whom such notice is sent. PAI may terminate this Agreement or withhold any Services under the Agreement without advance notice to the Sponsor if the Sponsor files for bankruptcy. PAI reserves the right to assess a fee for any Service elected by the Sponsor which may be fully or partially completed at termination. Such a fee will be in accordance with the Fee Schedule. No Services will be performed by PAI under this Agreement after the date this Agreement is terminated, except as PAI may otherwise agree to in writing.

14. **Miscellaneous.**

(a) **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and permitted assigns. The Sponsor may not assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of PAI, which consent shall not be unreasonably withheld. Any attempted assignment or delegation without such consent will be void.

(b) **Governing Law.** The parties acknowledge that PAI conducts a portion of its business in the State of Missouri and that this Agreement has been made and is enforceable in the State of Missouri. This agreement will be governed by and construed in accordance with the laws of the State of Missouri excluding that body of law pertaining to conflict of laws.

(c) **Notices.** Any notice or consent required by this Agreement shall be in writing and either (i) personally delivered, (ii) mailed by certified or registered mail, postage-prepaid, return receipt requested, or (iii) sent by telefacsimile transmission and followed by delivery via U.S. mail, to such party at the address and facsimile number specified below or to such other address and/or facsimile number as such party may designate by notice given in accordance herewith. Such notices or consents shall be deemed duly given upon the earlier of (i) actual receipt and written acknowledgement thereof by the receiving party, (ii) deposit in the United States mail as hereinbefore set forth, or (iii) electronic confirmation of transmission by telefacsimile.

If to PAI: Pension Advisors, Inc.
501 SE Fourth Street
Bartlesville, OK 74003
Attn: Kathy Davis
Fax #: 918-338-2242

If to Sponsor: _____



Attn: _____

Fax #: _____

(d) Complete Understanding; Modification; Binding Effect. This Agreement, together with any schedules hereto, constitutes the complete and exclusive understanding and agreement of the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto. Notwithstanding the foregoing, any modification or amendment to any schedule to this Agreement, including but not limited to the Fee Schedule, may be made in the Company's sole discretion and will be effective as and when the Company may direct in accordance with Section 2, above. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

(e) Jurisdiction and Venue. Any suit or legal proceeding with respect to the Agreement shall be brought in the Circuit Courts of St. Louis City or St. Louis County, Missouri or the United States District Court for Eastern District of Missouri. AS PART OF THE CONSIDERATION FOR THIS AGREEMENT, THE SPONSOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE COURT LOCATED WITHIN ST. LOUIS, MISSOURI AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO THE SPONSOR AT THE ADDRESS STATED IN SECTION 14(c) HEREOF AND SERVICES MADE SHALL BE DEEMED TO BE COMPLETED UPON AN ACTUAL RECEIPT THEREOF. THE SPONSOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by telefacsimile or similar equipment shall be deemed an original signature.

(g) Severability. In the event any provision of this Agreement shall be found invalid, void and/or unenforceable, for any reason, neither this Agreement generally nor the remainder of this Agreement shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision, and (if necessary) other provisions hereof, shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the parties as set forth in this Agreement; provided, however, that if such court is unable or unwilling



to effect such reformation, the remainder of this Agreement shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

(h) Waivers and Consents. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver of consent shall be deemed to be or shall constitute a waiver of consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

(i) Headings. The description headings used in this Agreement are inserted for convenience of reference only and do not and shall not be deemed to modify the construction of any of the provisions of this Agreement.

(j) Gender and Number. Unless the context otherwise requires, any pronouns whenever used herein shall include the corresponding masculine, feminine or neuter pronouns and the plural shall include the singular and vice versa.

(k) Arbitration. Except with respect to any actions seeking injunctive relief or a restraining order, all disputes arising out of or resulting from this Agreement shall be finally determined by binding arbitration in St. Louis, Missouri, in accordance with the commercial rules of arbitration of the American Arbitration Association. The party seeking arbitration shall provide the other party with written notice of the dispute for which it is seeking arbitration hereunder to commence the arbitration process. The parties shall make a good faith effort to select a single arbitrator, who shall have significant expertise in ERISA matters and be qualified to act as an arbitrator hereunder (“Qualified Arbitrator”). If the parties are unable to mutually agree on a Qualified Arbitrator within twenty (20) days after the date of the notice of arbitration, then each party shall select a Qualified Arbitrator, and the two (2) selected Qualified Arbitrators shall choose a third Qualified Arbitrator. If either party fails to select a Qualified Arbitrator within ten (10) days after the expirations of the twenty (20) day period referenced above, or the two (2) selected Qualified Arbitrators fail to select the third Qualified Arbitrator within fifteen (15) days after the expiration of the twenty (20) day period referenced above, the American Arbitration Association shall make the applicable selection. Any award shall be enforceable in any court of competent jurisdiction in the same manner as judgments. This agreement to arbitrate shall survive any termination of this Agreement. The non-prevailing party shall bear the costs and expenses in the arbitration proceeding, including reasonable attorney’s fees.

(l) Plan Administrator. The Sponsor hereby acknowledges that it is the initial administrator of the Plan. The Sponsor shall provide PAI with prior written notice in the event of any change regarding who is acting as the Plan administrator, such notice to be sent to PAI not less than thirty (30) days prior to the effective date of any such change.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the first day written above.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

SPONSOR:

PAI:

Pension Advisors, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



SCHEDULE A

FEE SCHEDULE

Plan Creation and Installation

<u>Service</u>	<u>Fee</u>
<input type="checkbox"/> 412(i) Defined Benefit Plan	\$1,000.00
<input type="checkbox"/> Defined Contribution (preferred affiliate)	\$1500.00
<input type="checkbox"/> Defined Contribution (non preferred affiliate)	\$2500.00
<input type="checkbox"/> Defined Contribution- Wealth Max	\$600.00
<input type="checkbox"/> IRS Determination Letter	\$1200.00
<input type="checkbox"/> PAI Take Over Existing Plan Fee	\$1000.00
<input type="checkbox"/> Other _____	\$ _____

Annual Administration

<u>Service</u>	<u>Fee</u>
<input type="checkbox"/> 412(i) Defined Benefit Plan	\$1,000.00
<input type="checkbox"/> Defined Contribution (preferred affiliate)	\$1500.00
<input type="checkbox"/> Defined Contribution (non preferred Affiliate)	\$2500.00
<input type="checkbox"/> Defined Contribution- Wealth Max	\$600.00
<input type="checkbox"/> First Five Employees Admin Cost	Included
<input type="checkbox"/> Over Five Employees Cost per Employee (annual)	\$50.00
<input type="checkbox"/> Other _____	\$ _____

Other

<u>Service</u>	<u>Fee</u>
<input type="checkbox"/> Defined Benefit Termination*	\$1,000.00
<input type="checkbox"/> Defined Contribution Termination*	\$1,000.00

* Does not include IRS Termination Determination filing.

All other services that are not covered as a part of our traditional installation and administration services, as described in Section 3 of this agreement, will be billed at an hourly range of \$75- 250.00/hour.

Employer Plan Sponsor

Date

Printed Name

Estimated Sponsor Cost:

First Year Cost: \$ _____ Annual Administration Cost: \$ _____



Fidelity Bond

Generally, every plan official of an employee benefit plan who "handles" funds or other property of such plan must be bonded. Generally, a person shall be deemed to be "handling" funds or other property of a plan, so as to require bonding, whenever his or her other duties or activities with respect to given funds are such that there is a risk that such funds could be lost in the event of fraud or dishonesty on the part of such person, acting either alone or in collusion with others.

The statute requires that the bond shall provide protection to the plan against loss by reason of acts of fraud or dishonesty on the part of a plan administrator, officer, or employee, directly or through connivance with others.

The employer must obtain a fidelity bond to protect the plan from misappropriation of funds by persons who "handle" the funds of the plan. Plan assets may be used to purchase the bond.

- A person handles funds if his/her duties are such that the plan funds could be lost in the event of that person's fraud or dishonesty. For example, any employee of the business who has authority to write checks drawn against the plan assets or to transmit contributions to the plan is "handling" funds.
- The bond must be for at least 10% of the value of plan assets (but no less than \$1,000). The minimum bond coverage for any administrator, officer, or employee "handling" funds or other property of a plan is \$1,000 as respects each plan in which he has "handling" functions.
- If 10% of the value of assets is more than \$500,000 (the plan has over \$5 million in assets), the bond does not have to exceed \$500,000. (The maximum amount of any bond with respect to any person in any one plan is \$500,000, but bonds covering more than one plan may be required to be over \$500,000 in order to meet the requirements of the Act, since persons covered by such a bond may have "handling" functions in more than one plan).
- May obtain a blanket bond rather than one for each person who handles funds. When a blanket bond is written, the amount of the bond shall be at least 10 percent of the highest amount handled by any administrator, officer or employee to be covered under the bond.



Common exemptions from this requirement may include the following:

1. The plan only covers the owners of the company.
2. Savings and loan associations (including building and loan associations, cooperative banks and homestead associations) specified in Sec. 2580.412-30. This exemption applies only if the savings and loan association is the administrator of such plans, and is subject to regulation and examination by the Federal Home Loan Bank Board.
3. Insurance carrier or service or other similar organization specified in Sec. 2580.412-32 which is established or maintained for the benefit of persons other than the employees of such insurance carrier or service or other similar organization. This exemption applies only to those insurance carriers, service or other similar organizations providing or underwriting welfare or pension plan benefits in accordance with State law.
4. Banking institutions and trust companies specified in Sec. 2580.412-28. This exemption applies only to those banking institutions and trust companies subject to regulation and examination by the Comptroller of the Currency or the Board of Governors of the Federal Reserve System, or the Federal Deposit Insurance Corporation.

By signing and dating this document, I am hereby acknowledging that I have read and understand the above information regarding the requirements of obtaining a fidelity bond for the plan(s).

Signature of Plan Trustee

Date



PBGC Filing for 412 (i) Plans

The Pension Benefit Guaranty Corporation, established by the Employee Retirement Income Security Act, protects the pensions of workers and retirees in private-sector defined benefit pension plans.

The plan administrator of each PBGC-insured single employer plan and multiemployer plan is required **annually** to file the Form 1 and, if applicable, Form 1-ES and pay the premium due. PBGC insures most private-sector defined benefit pension plans in accordance with Section 4021 of ERISA. If you are uncertain whether your plan is covered, you should promptly request a coverage determination by writing to PBGC, Technical Assistance Branch, Suite 930, 1200 K Street NW, Washington, DC 20005-4026. A request for a coverage determination does not extend the due date for any premium that is finally determined to be due. If PBGC determines that a plan is not covered, we will review the plan's premium payments to determine whether any refunds may be made.

Recently-enacted budget legislation has increased the per-participant flat-rate premium payable to the Pension Benefit Guaranty Corporation (PBGC) to \$30 for single employer plans and \$8 for multiemployer plans. The change is effective for plan years beginning in 2006. ***Note the above premium per employee is subject to change at the PBGC's discretion.

Plans maintained by professional service employers, and plans covering only substantial owners may be exempt from the PBGC filing requirement.

Important Information About Mandatory Electronic Premium Filing

Electronic premium filing is mandatory for some plans starting July 1, 2006, and for all plans starting January 1, 2007. Large plans (those with 500 or more participants for the prior plan year) must file electronically starting July 1, 2006, for plan years beginning on or after January 1, 2006. All plans must file electronically for plan years beginning on or after January 1, 2007.

By signing and dating this document, I am hereby acknowledging that I have read and understand the above information regarding the PBGC filing obligations for the plan.

Signature of Plan Trustee

Date