

## MASSMUTUAL ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") is made between Massachusetts Mutual Life Insurance Company ("MassMutual") and Washoe County ("Plan Sponsor") with respect to Washoe County 401(a) Plan, Washoe County Deferred Compensation Plan and Washoe County OBRA Deferred Compensation Plan ("Plans").

**WHEREAS:** The Plan Sponsor is the sponsor of the Plans and is (or is authorized to act for) the "administrator" of the Plans;

**WHEREAS:** The Plan Sponsor desires to engage MassMutual to provide the recordkeeping and other administrative services described in this Agreement (the "Services") to the Plans, and MassMutual is willing to provide the Services in exchange for certain fees on the terms and conditions described by this Agreement.

**THEREFORE:** The Plan Sponsor and MassMutual effective as of the 17th day of November, 2015 hereby agree as follows:

### 1. RECORDKEEPING AND ADMINISTRATIVE SERVICES

**1.1 Description of Services:** The Plan Sponsor engages MassMutual to provide the Services described in this Agreement and the accompanying Exhibits. At all times, the Services are subject to review and approval by the Plan Sponsor and the legal, tax and other advisors of the Plan Sponsor, as the Plan Sponsor in its sole discretion, determines.

**1.2 Plan Administrator's Guide:** The Plan Sponsor hereby directs MassMutual to perform the Services in accordance with the policies, practices and procedures set forth in MassMutual's Plan Administrator's Guide, as the same may be amended by MassMutual from time to time. MassMutual agrees to provide Plan Sponsor with notice of any changes to the Plan Administrator's Guide, which may take the form of posting an amended Guide on MassMutual's plan sponsor website. In any matter not resolved by the language in the Plan Administrator's Guide, Plan Sponsor directs MassMutual, and MassMutual agrees to follow commercially reasonable standards.

**1.3 Participant Access/Plan Sponsor Website/Paperless Services:** The Plan Sponsor consents to MassMutual's use of electronic media for all services provided under this Agreement to the extent permitted by law and it agrees to process transactions and transmit data and information to MassMutual using electronic media, via MassMutual's plan sponsor website or such other methods as may be agreed to by MassMutual. MassMutual may charge the Plan Sponsor additional fees if the Plan Sponsor does not process transactions using electronic media made available by MassMutual.

The Plan Sponsor directs MassMutual to allow participants access to their individual accounts and to initiate transactions electronically and via toll-free telephone services which include a voice response unit and customer service professionals. MassMutual endeavors to make its electronic channels, voice response unit and customer service representatives available during normal business hours or such other times as determined by MassMutual. MassMutual is not responsible for the failure of these systems caused by events beyond its control.

MassMutual will act on any telephonic or electronic instructions it reasonably believes to be genuine. In order to prevent unauthorized access to its systems, MassMutual employs reasonable security procedures, such as personal identification numbers and plan sponsor ID numbers. MassMutual is not responsible for a loss that results if any participant's or the Plan Sponsor's identifiers or other security procedures are compromised. Plan Sponsor agrees to immediately notify MassMutual if the Plan Sponsor becomes aware of a security breach.

**1.4 Distribution Services:** As part of ongoing plan administration, MassMutual will provide terminating plan participants with information regarding their distribution options under the Plan. As part of this service, MassMutual will provide participants with estimated annuity payments where applicable, and a notice regarding the tax consequences of various forms of distribution. Plan Sponsor authorizes MassMutual to provide participants information regarding individual retirement accounts and other rollover products available through MassMutual.

**1.5 Information Sharing/Use of Plan Sponsor Logo:** The Plan Sponsor authorizes MassMutual to provide the Plan's third-party administrator (if any), broker of record or other third-party advisor with information regarding the Plan, as requested by such persons, including but not limited to information regarding Plan and participant transactions, account balances, participant terminations and distributions. The Plan Sponsor authorizes MassMutual to use its name and logo in marketing materials solely for the purpose of identifying Plan Sponsor as a MassMutual customer. MassMutual agrees that such materials will not state or imply an endorsement of MassMutual products or services.

**1.6 Plan Conversion:** MassMutual will commence providing recordkeeping and other administrative services with respect to the Plan upon the completion of a conversion period during which all Plan records required by MassMutual to perform the Services are transferred to MassMutual. During the conversion period, MassMutual may rely on data supplied by the prior recordkeeper. The details of the Plan's conversion to MassMutual, including the Plan Sponsor's directions with respect to the investment of Plan assets, for example, mapping of plan assets, and other terms and conditions for the conversion, are described in Exhibit B.

## 2. INVESTMENT PROCEDURES

**2.1 Investment of Plan Assets:** The Plan Sponsor or its designee, and not MassMutual, is responsible for the investment of plan assets. Plan assets are invested in mutual funds, collective trusts, insurance company general and separate accounts, other pooled investment vehicles or other investments, selected by the Plan Sponsor or its designee as described in Exhibit C ("Investment Options"). The Plan Sponsor or its designee and/or the participants direct the investment of plan assets among these Investment Options as indicated in Exhibit C. The Plan Sponsor or its designee may amend its selections on Exhibit C at any time by providing MassMutual at least sixty (60) days advance written notice. MassMutual cannot accept any change it is unable to administer.

If the Plan's assets are held in trust and invested directly in mutual funds, the Plan Sponsor acknowledges and agrees that MassMutual has established a "menu" of Investment Options that it makes available to plan sponsors. MassMutual determines its menu of Investment Options based on its administrative and business agreements with the managers and distributors of such Investment Options. MassMutual may change its menu of available Investment Options from time to time. If MassMutual makes a change to its menu that will affect the Investment Options selected by the Plan Sponsor on Exhibit C, then unless the change is required by events beyond MassMutual's reasonable control, MassMutual will provide the Plan Sponsor with advance written notice of such change, typically at least sixty (60) days in advance of the effective date, including an explanation of the reason for, and the effective date of, the change. If the change is required by events beyond MassMutual's reasonable control, MassMutual is not required to provide sixty (60) days notice, but will provide notice as soon as practicable. For administrative purposes, MassMutual may communicate and process changes to the Plan's investment option's prior to the effective date of the change. If an Investment Option is deleted, MassMutual may include in its notice a proposed substitute. The Plan Sponsor agrees that, in the case of such notice of change to Investment Options available to the Plan, the Plan Sponsor may select a replacement Investment Option for the deleted Investment Option but if the Plan Sponsor fails to notify MassMutual in writing before the requested response time in the communication that the Plan Sponsor elects the proposed replacement Investment Option, and fails to elect a different replacement Investment Option, then any plan assets invested in the discontinued Investment Option will be transferred to the Participant Default Investment Option. If the Plan Sponsor rejects a proposed change to the mutual funds available to the Plan but the Plan Sponsor does not affirmatively select a replacement Investment Option or terminate this Agreement before the requested response time, any plan assets invested in the deleted Investment Option will be transferred to the Participant Default Investment Option. The Plan Sponsor directs MassMutual to treat any change to the Plan's Investment Options under the conditions set forth in this Agreement as an amendment to Exhibit C.

**2.2 Pricing Transactions:** MassMutual generally processes investment instructions at the value determined at the close of the New York Stock Exchange (usually 4 p.m. ET) that next follows the receipt by MassMutual of the investment instructions in good order. Thus, if MassMutual receives investment instructions in good order before the close of the New York Stock Exchange on a business day, the transaction receives the net asset value of the Investment Option in question determined as of the market close on that day, earlier times may apply to certain investment options. If investment instructions are received in good order after the New York Stock Exchange closes, or on a day when it is not open, the transaction receives the net asset value of the Investment Option in question determined as of the market close on the next day the New York Stock Exchange is open. If investment instructions are not processed on a business day for reasons beyond MassMutual's reasonable control, including without limitation, that the order is not accepted for any reason by the Investment Option in question, the instructions will be processed at the value determined at the close of the New York Stock Exchange on the next business day or as soon, thereafter, as is feasible.

**2.3 Participant Default Investment Option:** To the extent that MassMutual does not receive investment instructions or the instructions are not in good order from a participant regarding the investment of all or a portion of the participant's individual account, the amount in question will be invested in the default investment option selected by the Plan Sponsor on Exhibit C

**2.4 Frequent Trading Policy:** In order to comply with the prohibitions on market timing and frequent trading enforced by the managers of certain Investment Options or their underlying investments, MassMutual applies controls that prohibit Plan Sponsors and participants from transferring into certain Investment Options if the Plan Sponsor or participant has transferred into and out of the Investment Option within the previous sixty (60) days (the "Frequent Trading Policy"). The Plan Sponsor directs MassMutual to apply the Frequent Trading Policy to the Plan and to revise the Frequent Trading Policy as described above. A description of the Frequent Trading Policy is available to the Plan Sponsor upon request. In addition, the Plan Sponsor agrees and acknowledges that the managers of mutual funds and other Investment Options may require MassMutual to impose different or additional trading restrictions or to prohibit further trading by a plan or participant at any time. MassMutual may revise the Frequent Trading Policy, as necessary, to comply with new investment manager restrictions or legal requirements.

**2.5 Competing Investment Options:** Exchanges between Investment Options that are competing funds may be restricted, where such exchanges could adversely impact the returns of participants. This restriction may be in lieu of, or in addition to similar restrictions that may be found in the group annuity contract, the prospectus, or other documents governing the Investment Options. The Plan Sponsor acknowledges that MassMutual will enforce such restrictions in providing the administrative services under this Agreement.

## 3. PLAN SPONSOR'S RESPONSIBILITIES

**3.1 Instructions, Information and Data:** The Plan Sponsor will provide MassMutual with all necessary instructions, information and data in a timely fashion and in good order. What information or data is required in a given situation is described by this Agreement, the Exhibits, the Plan Administrator's Guide, or as otherwise communicated by MassMutual. The Plan Sponsor must immediately notify MassMutual if the Plan Sponsor believes MassMutual has not properly processed instructions.

For purposes of this Agreement, "in good order" means an instruction that includes all information reasonably required by MassMutual to give effect to the instruction and is in a format mutually agreeable to the parties. MassMutual has no duty to verify

whether instructions, information or data it receives from the Plan Sponsor is properly authenticated, accurate and complete or that it is in receipt of all necessary instructions. MassMutual may fully rely on instructions, information and data provided by the Plan Sponsor, its representatives and other authorized third parties, and the participants. If MassMutual determines that an item is not in good order, MassMutual will bring this to the Plan Sponsor's attention and will inform the Plan Sponsor of what additional information or data is required before it can act. The Plan Sponsor is responsible for any expense or claim that results from the Plan Sponsor's failure to provide instructions, information or data in a timely fashion and in good order. MassMutual is not responsible for a loss that results from carrying out instructions received from the Plan Sponsor, participants, the plan sponsors, representatives, or authorized third parties.

In carrying out its responsibilities under this Agreement, MassMutual will act upon the directions of the Plan Sponsor's representatives. MassMutual will rely upon the continuing authority of such representatives until otherwise notified in writing. MassMutual may act upon written directions of the Plan Sponsor or its representatives (in original or by facsimile transmission) or upon oral or telephonic instructions, or electronically transmitted instructions that MassMutual reasonably believes to be genuine.

**3.2 Contributions:** The Plan Sponsor, or its delegate, is responsible for monitoring and collecting all contributions and other amounts due to the Plan, and will remit or cause to be remitted all such sums to the Plan on a timely basis in full compliance with "ERISA", the Internal Revenue Code ("Code"), or other relevant law, and the Code.

**3.3 Multiple Plans and Controlled Groups:** The Plan Sponsor will inform MassMutual of other retirement plans it sponsors and controlled groups or affiliated service groups of which it is a member.

**3.4 Required Reporting and Communications:** This Agreement does not affect which party has ultimate responsibility for a report or participant communication. However, MassMutual will assist the Plan Sponsor with the preparation of reports and participant communications as described in Exhibit A. The Plan Sponsor is obligated to review in a timely manner reports and communications prepared by MassMutual and inform MassMutual of any errors or discrepancies. MassMutual only provides the communication materials and statements described in this Agreement (including the Exhibits) and the Plan Administrator's Guide. MassMutual does not make any representations as to whether such communication materials and statements satisfy the requirements under applicable law and regulations.

**3.5 Notice of Plan Events:** The Plan Sponsor must notify MassMutual as far in advance as practicable of events that may increase volume in participant-directed transactions or benefit requests. Such events include corporate reorganizations or restructurings, early retirement programs or lay-offs.

**3.6 Third-party Service Providers:** The Plan Sponsor may engage third-parties to provide services to the Plan. The Plan Sponsor agrees that any third-party administrator or other person engaged by the Plan Sponsor to provide services to the Plan is not, and will not be deemed to be, MassMutual's agent or subcontractor and MassMutual is not responsible for the third-party's acts or omissions with respect to the Plan. MassMutual may subcontract services it provides under this Agreement.

**3.7 Missing Participants:** In the event that MassMutual cannot from its records ascertain the whereabouts of a participant or beneficiary entitled to a distribution from the Plan, MassMutual will notify the Plan Sponsor. The Plan Sponsor is responsible for locating missing participants and directing MassMutual as to the disposition of missing participants' benefits.

**3.8 Certification:** In the event of a request by the Plan Sponsor for a transfer of any Plan assets to a new trustee, custodian or insurance company, the Plan Sponsor or a delegate of the Plan Sponsor will, in a written notice delivered to MassMutual: (i) designate the trustee, custodian or insurance company that is to receive the transfer; and (ii) certify that the amount so transferred is to be used to provide benefits for those participants and beneficiaries who would be entitled to benefits under the Plan and such Plan, in the opinion of the Plan Sponsor or its delegate, continues to meet the applicable qualification requirements of the Code. MassMutual will be entitled to rely conclusively upon such certification.

#### 4. FEES

**4.1 Fee Schedule:** Descriptions of the fees and other revenue MassMutual receives in connection with the Services provided to the Plan Sponsor and the Plan pursuant to this Agreement may be found in Exhibits C ("Plan Investments"), D ("Fees"), F ("MassMutual Retirement Services Float Policy") & H ("Approval Services"). MassMutual reserves the right to assess fees for services it renders which are not contemplated by this Agreement.

**4.2 Method of Payment:** The Plan Sponsor certifies that reasonable administrative expenses and fees may be paid from plan assets. To the extent the Plan is prohibited from paying amounts due MassMutual, the Plan Sponsor will pay the amount due from its own assets. In the absence of notice provided by the Plan Sponsor, MassMutual will deduct from plan assets amounts owed for expenses and fees. Instead of deducting expenses and fees from plan assets, the Plan Sponsor may provide notice to MassMutual in a form satisfactory to MassMutual that it is electing to directly pay the expenses and fees. In such case, amounts are due and payable by the Plan Sponsor within thirty (30) days from the date of the invoice from MassMutual. If expenses have not been paid within thirty (30) days from the date of the invoice, MassMutual will withdraw the amount of the unpaid expenses and all future expenses from plan assets.

**4.3 Modification of Fees:** The fees set forth in Exhibit D are effective for 5 year(s) from the effective date of this Agreement and is executed contingent upon the assumptions regarding plan assets, cash flow, Investment Options and account balances on which the fees are based at time of conversion. If these factors are not consistent with these assumptions, MassMutual reserves

the right to increase fees. Thereafter fees are subject to change upon sixty (60) days advance written notice provided by MassMutual to the Plan Sponsor. This notice will consist of a revised fee schedule.

**4.4 Investment Fees:** Under the arrangements between MassMutual and the investment vehicles offered as Investment Options under this Agreement, MassMutual receives certain fees in exchange for providing recordkeeping and accounting services. Amounts received by MassMutual are disclosed in the Cost and Revenue Disclosure document you received before MassMutual began delivering administrative services pursuant to this Agreement. These fees represent a portion of the fees assessed against all of the shareholders or investors in the Investment Options and are separate from fees paid to MassMutual under this Agreement. The Plan Sponsor acknowledges that these fees allow MassMutual to charge the Plan a lower fee under this Agreement than would otherwise be the case. The Plan Sponsor further acknowledges that it has taken these fees into consideration in determining, if overall, the fees paid by the Plan under this Agreement are reasonable. From time to time, MassMutual may renegotiate these fees under such arrangements without the approval of the Plan Sponsor.

**4.5 Disclosure of Fees:** The attached Exhibits contain a detailed description of all the fees collected under this Agreement. MassMutual also provides or makes available to you materials that describe additional revenue MassMutual receives, including revenue received with respect to the Plan's investments. MassMutual will disclose any material change in this information to the Plan Sponsor as required by law.

**4.6 Float:** MassMutual's policy is to process contributions to and distributions from the Plan as quickly as possible. Pending the processing of contributions and distributions, funds may be invested in short term instruments such as institutional money market funds. It is MassMutual's policy to retain any earnings ("float") that accrue on these short term investments. MassMutual's float policy is attached as Exhibit F.

## 5. TRUSTEE/CUSTODIAN SERVICES

**5.1 Custody of Plan Assets:** Except for Plan assets deposited under a group annuity contract issued by MassMutual, all assets of the Plan are held in trust by the Trustee/Custodian. The responsibilities of the Trustee/Custodian and its legal obligations are governed by a separate trust agreement.

**5.2 Directed Trustee/Custodian:** If any assets of the Plan are held in trust, the Plan Sponsor may appoint a directed trustee/custodian of the Plan, provided that MassMutual determines that the directed trustee/custodian is capable of providing information and instructions to MassMutual in accordance with MassMutual's standard administrative procedures, as reasonably determined by MassMutual. In carrying out its responsibilities under this Agreement, MassMutual may rely on information, confirmations and other communications received from the directed trustee/custodian.

## 6. AMENDMENT AND TERMINATION

**6.1 Amendment:** This Agreement may be amended, at any time, by a written agreement of the parties. Amendment to the terms of this Agreement may be documented in an addendum to this Agreement. In addition, acceptance by Plan Sponsor of Services with respect to a Plan and changes to the Plan's investment options by the Plan Sponsor's designee will be deemed to be acceptance by Plan Sponsor of corresponding changes to Exhibits A, C and D, as applicable. Finally, MassMutual may propose to amend this Agreement by providing the Plan Sponsor written notice of an amendment sixty (60) days prior to its effective date. If the amendment is not acceptable to the Plan Sponsor, the Plan Sponsor may terminate this Agreement. In the absence of written notice to terminate this agreement delivered to MassMutual before the applicable effective date of an amendment, the Plan Sponsor will be deemed to have approved such amendment. Amendment to the terms of this Agreement may be documented in an addendum to this Agreement.

**6.2 Term and Termination:** This Agreement commences as of the earliest of the date (i) so indicated on the first page; (ii) executed by the plan sponsor; or, (iii) funds are deposited with MassMutual or the trustee/custodian.

This Agreement terminates as of the earliest of the date (i) December 31, 2020; (2) that is at least sixty (60) days after either MassMutual or the Plan Sponsor terminates this Agreement by providing the other party written notice of its intent; or (iii) of appointment of a successor recordkeeper by the Plan Sponsor. If the Plan is funded by a group annuity contract issued by MassMutual, then the group annuity contract terminates coincident with the termination of this Agreement, provided that any limitations, fees or expenses related to payment of the group annuity contract shall continue to apply regardless of the effect of this sentence. Otherwise, the termination is effective sixty (60) days from the date this notice is received by the other party, unless the parties select another date mutually agreeable to both. If the Plan Sponsor is terminating this agreement because it objects to an amendment by MassMutual, it may terminate the Agreement by delivering thirty (30) days notice to MassMutual. MassMutual will continue to provide administrative services through the termination date, will be entitled to fees, and will cooperate in the conversion of the Plan to the new recordkeeper to the extent mutually agreeable to both parties. On and after the termination date, contributions to, withdrawals from, and transfers between funds maintained with respect to this Agreement will not be permitted. As of a date not later than thirty (30) days following the termination date, MassMutual will withdraw the value of the affected participants' accounts from the investments made under this Agreement and will deliver the proceeds of such withdrawal to, or as directed by, the Plan Sponsor provided that MassMutual will first be entitled to deduct from such proceeds any administrative or other fees then due to MassMutual. It shall not be a breach of this Agreement if MassMutual fails to make a withdrawal and/or deliver proceeds, as provided for above, due to an unscheduled market closure or any other event beyond MassMutual's reasonable control, provided MassMutual makes such withdrawal and/or delivers such proceeds as soon as reasonably possible following such event. Termination of any other contract issued to the Plan Sponsor by MassMutual will be governed solely by the terms of such contract.

## 7. LIABILITY; INDEMNIFICATION; DISPUTE RESOLUTION

**7.1 Scope of MassMutual's Responsibility under this Agreement:** MassMutual has no duties or obligations with respect to the Plan other than those duties and obligations specifically set forth in this Agreement. Without limiting the foregoing, MassMutual has no responsibility for any of the following: the deductibility of the Plan Sponsor's contributions made to the Plan, the continued qualification of the Plan; the accuracy of data supplied to MassMutual by the Plan Sponsor or its agents, at any time prior to or during the term of this Agreement; the payment of interest, penalties or excise taxes arising from the failure of the Plan Sponsor to comply with any of the Plan Sponsor's responsibilities under this Agreement or applicable law; or joint testing of additional plans maintained by the Plan Sponsor, but administered by someone other than MassMutual

**7.2 Fiduciary Status:** The Plan Sponsor acknowledges that it is the plan fiduciary within the meaning relevant law, with the authority to select service providers and plan investments. It is the intent of the parties that in performing its non-discretionary administrative services for the Plan under this Agreement, MassMutual: (i) acts solely as a non-fiduciary service provider to the Plan Sponsor implementing the instructions and directives it receives from the Plan Sponsor or, as authorized by the Plan Sponsor, from the participants; (ii) is neither a fiduciary nor a plan administrator as these terms are defined in relevant law; and (iii) has no discretion in matters of plan administration and management including, but not limited to, interpretation of the plan document, the application of law and the investment of plan assets. The parties intend that discretion in these, and all other matters, lies exclusively with the Plan Sponsor. The Plan Sponsor is responsible for appointing a plan administrator who has discretionary authority in the administration of the Plan. The Plan Sponsor may also retain other service providers with whom MassMutual will work to service the Plan, including investment advice providers and directed trustees. These service providers may assume fiduciary responsibility with respect to the Plan and while MassMutual may provide the Plan Sponsor with revenue information with respect to these service providers, they are neither affiliates of, nor subcontractors for, MassMutual. MassMutual does not give legal, accounting, or tax advice and the Plan Sponsor should consult its own legal, accounting and tax advisors.

MassMutual may offer group annuity contracts, the assets of which are allocated to insurance company separate investment accounts ("SIA") that may hold plan assets. Those SIAs may invest in either one or more mutual funds, a bank collective trust fund or a portfolio of securities. MassMutual may also offer a registered product through which plans may directly invest in mutual funds (including the MassMutual Premier and Select mutual funds) and bank collective trust funds. MassMutual acknowledges its status as an investment advisor registered under the Investment Advisers Act of 1940 with respect to the plan to the extent that it manages the Premier and Select mutual funds offered under the registered product in accordance with the stated investment objectives of such mutual funds.

With respect to the group annuity contract, MassMutual's affiliate, Babson Capital Management, LLC ("Babson") acknowledges its status as an investment advisor registered under the Investment Advisers Act of 1940 with respect to the plan to the extent that it manages the securities of a portfolio SIA holding plan assets in accordance with the stated investment objectives of such SIA. With respect to the registered product, MassMutual's affiliates, Babson, Baring International Investment Limited ("Baring"), OppenheimerFunds, Inc. ("OFI") or OFI Institutional Asset Management, Inc. ("OFI Inst") acknowledge their status as investment advisors registered under the Investment Advisers Act of 1940 with respect to the plan to the extent that they manage the securities of the mutual funds in which the plan invests in accordance with the stated investment objectives of such mutual funds.

The Plan Sponsor acknowledges and agrees that all information about the Investment Options (including performance data), all participant enrollment and education information, and similar materials, are provided to the Plan Sponsor and participants to enable them to independently assess their options and make investment decisions in connection with the Plan. MassMutual is not authorized and will not make recommendations that the Plan Sponsor or a participant may rely on as a primary basis for investment decisions. In making the investments under our products available, MassMutual is not acting as a fiduciary to the Plan. The Plan Sponsor or its delegate is responsible for selecting the investment options that are available under the Plan.

**7.3 Indemnification:** MassMutual agrees to indemnify and to defend the Plan with respect to any loss or liability including reasonable legal expenses ("Indemnified Costs") arising from a claim or legal action asserted against the Plan or Plan Sponsor based upon the gross negligence or willful misconduct of MassMutual in performing its duties under this Agreement. In its turn, the Plan Sponsor agrees that it, and to the extent permitted by law the Plan, shall indemnify and defend MassMutual and its agents with respect to any Indemnified Costs arising from a claim or legal action asserted against MassMutual or its agents in performing its duties under this Agreement, except to the extent such Indemnified Costs are the result of the gross negligence or willful misconduct of MassMutual. A party ("the indemnified party") will lose its right to seek indemnification and defense under this section regarding a particular claim or action unless it notifies the other party within thirty (30) business days after the indemnified party becomes aware of such claim or action.

**7.4 Informal Resolution:** If a dispute concerning the performance of duties under this Agreement should arise between the Plan Sponsor and the Plan, on the one hand, and MassMutual on the other, both parties agree that every effort will be made to reach an informal resolution of the matter that is fair and equitable to both parties.

**7.5 Limitation/Mitigation of Damages:** The right to indemnification for a loss or liability, or to a payment or an award in mediation or arbitration between MassMutual and the Plan, and the Plan Sponsor or its agents, is limited to damages arising directly from a breach of this Agreement. The right to damages under this Agreement does not extend to punitive, consequential, incidental, indirect or special damages. Both parties have a duty to mitigate damages.

**7.6 Statute Of Limitations:** Subject to ERISA, or other relevant law, no lawsuit or other action may be brought by either party hereto, or on any claim or controversy based upon or arising in any way out of this Agreement, after one (1) year from the date on which the cause of action is first discovered regardless of the nature of the claim or form of action, whether in contract, tort (including negligence) or otherwise; provided, however, the foregoing limitation shall not apply to the collection of any amounts due under this Agreement.

## 8. GENERAL PROVISIONS

**8.1 Severability and Validity Agreement:** If the parties determine that a provision of this Agreement is open to more than one interpretation, the provision must be interpreted in a manner consistent with applicable law. The finding of a court of law or other legal body that a provision of this Agreement is unenforceable in a jurisdiction, does not affect the validity of the remaining provisions of the Agreement and the provision will continue to be enforced in all other jurisdictions. Where a provision of the Agreement is found to be unenforceable, MassMutual and the Plan Sponsor agree to substitute new language in the place of such provision that, as closely as possible, reflects the provision's original intent and economic impact. The failure of either MassMutual or the Plan Sponsor to enforce a provision of this Agreement does not constitute a waiver of the provision and does not affect the validity of this Agreement.

**8.2 Assignment:** Either party may assign this Agreement by providing at least one hundred and eighty (180) days written notice to the other.

**8.3 Force Majeure:** The performance of the respective duties of MassMutual and the Plan Sponsor under this Agreement are excused for any period of time during which performance is impossible due to events beyond the control of either party. This includes, but is not limited to, floods, fire, earthquakes and other natural disasters; power outages; the malfunction of communication facilities; and the closing of stock exchanges.

**8.4 Third Parties:** This Agreement does not impose duties upon or create rights in any person or entity except MassMutual and the Plan Sponsor.

**8.5 Electronic Signatures:** The parties agree that the execution of necessary documents or where approval of the Plan Sponsor or a participant is required, this can be accomplished in an electronic format.

**8.6 Written Notices:** Written notices required under this Agreement must be delivered by a nationally recognized overnight courier service (costs prepaid) to MassMutual; Attention: Executive Vice President for Retirement Services, 1295 State Street, Springfield, Massachusetts 01111; and to the Plan Sponsor Attention: the person designated as the Plan's primary contact at the most recent address on record with MassMutual. The date of a written notice is the date it is received by the recipient. Written notices may be sent by other means, including facsimile or e-mail with confirmation of transmission if this is acceptable to the party receiving the notice. The person designated to receive notice may be changed by providing notice to the other party.

**8.7 Plan Sponsor Representations:** The Plan Sponsor acknowledges that it is the plan fiduciary responsible for the selection of and monitoring of service providers and investment options for the Plan, and represents that: (i) it is a fiduciary within the meaning of relevant law, with respect to the Plan; (ii) it is independent in all respects of MassMutual and all affiliates of MassMutual; and (iii) it has not relied on any advice or recommendation of MassMutual or any affiliates of MassMutual as a basis to enter into this Agreement or with respect to the selection of the Investment Options offered to participants under the Plan.

**8.8 Governing Law:** The validity and interpretation of this Agreement and the rights and duties of the parties are governed by the laws of the State of Nevada without applying the principles of conflict of laws.

**8.9 Venue and Jurisdiction:** In the event of litigation, MassMutual and the Plan Sponsor consent to the venue in and to the exclusive jurisdiction of the courts of the State of Nevada, including the Federal District Court for Nevada.

**8.10 Provisions Survive Agreement:** The provisions of Sections 6, 7 and 8 of this Agreement will survive and continue to govern the rights of all parties in the event of the termination of this Agreement.

**8.11 Participant Defined:** A participant is any person with an individual account in the Plan which includes beneficiaries and alternate payees under qualified domestic relations orders.

**8.12 Headings:** The headings in this Agreement are for reference only and are not intended to affect the interpretation of its language.

**8.13 Plan Sponsor Acknowledgement:** The Plan Sponsor acknowledges and agrees that it received from MassMutual, before the execution of this Agreement, sufficient information to make an informed decision as to whether the aggregate of the direct and indirect compensation received by MassMutual in connection with the Services constitutes reasonable compensation.

**8.14 Third Party Investment Guidance and Advice Services:** MassMutual may make available to the Plan investment advice and related services from third parties ("Advice Providers"). Such services may include, but are not limited to, assisting the Plan Sponsor with investment selection and monitoring and assisting Plan participants with investment selection and asset allocation (collectively, "Advice Services"). By making Advice Services available to the Plan, MassMutual is not soliciting on behalf of any Advice Provider or endorsing or recommending any Advice Provider or any investment advice that any Advice Provider may render. The Plan Sponsor is solely responsible for determining whether to utilize Advice Services and to offer Advice Services to Plan participants and acknowledges that it has the option of declining or discontinuing Advice Services at any time. MassMutual may charge a fee, as otherwise specified in this Agreement, for administering any Advice Services elected by the Plan Sponsor. The Plan Sponsor agrees that in no event will MassMutual be deemed to be a fiduciary to the Plan or participants as a result of making Advice Services available. The Plan Sponsor agrees that investment advice rendered to the Plan by an Advice Provider may be limited to investment options available from MassMutual and that investment advice rendered to participants by any Advice Provider

may be limited to the investment options the Plan Sponsor or other Plan fiduciary elects to make available in the Plan. The Sponsor agrees to hold harmless and indemnify MassMutual for any costs or damages resulting from the provision of Advice Services to the Plan or Plan participants.

**8.15 Entire Agreement:** The Agreement, together with the Exhibits below, represents the entire understanding between MassMutual and the Plan Sponsor regarding the provision of the Services to the Plan. There are no understandings, covenants, or warranties with respect to the Services beyond those explicitly described in this Agreement and the Exhibits. The execution of this Agreement revokes any existing agreement with respect to the Services between the parties. The Plan Sponsor agrees to the following Exhibits to this Agreement:

**Exhibits**

- Exhibit A – Administrative Services
- Exhibit B – Plan Conversion Services
- Exhibit C – Plan Investments
- Exhibit D – Fees
- Exhibit E – Intermediary Compensation Paid By MassMutual
- Exhibit F – MassMutual’s Float Policy
- Exhibit G – Expense Budget Account
- Exhibit H – Approval Services
- Exhibit I – Automated Services Conversion Authorization
- Exhibit J – Not Applicable
- Exhibit K – Fee Roadmap

The Plan Sponsor certifies that it has the power and authority to enter into this Agreement on behalf of all Plans and separate Employers sponsoring those plans covered under this Agreement. The person signing below as the Plan Sponsor’s representative warrants, as an individual, that he or she is the Plan Sponsor’s representative authorized to sign this Agreement on behalf of all Employers and Plans and that his or her signature is genuine.

**SIGNATURES**

**In Witness Whereof:** MassMutual and the Plan Sponsor have caused this Agreement to be executed by their duly appointed officer or representative effective as of the date executed by both parties.

For Massachusetts Mutual Life Insurance Company

  
 \_\_\_\_\_  
 Michael R. McKenzie, Senior Vice President

September 22, 2015  
Date

Legal Name of Plan Sponsor: Washoe County

Contract Number: 061971-0001-0001  
061971-0002-0001  
061971-0003-0001

For the Plan Sponsor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

## EXHIBIT A: ADMINISTRATIVE SERVICES

### Recordkeeping Services

- Plan Transition Services
  - Communication Assistance
    - ❖ Creates Sarbanes Oxley notice for participants
    - ❖ Sample board resolutions
    - ❖ Sample notification to existing vendors
  - Dedicated Transition Manager and/or Conversion Team
    - ❖ Manages all phases of conversion services
    - ❖ Establishes responsibilities (including those of your current recordkeeper)
    - ❖ Sets target dates
  - Participant Balance Initiation
    - ❖ Review test files, if applicable
    - ❖ Completes plan reconciliation before establishing participant balances on MassMutual's record keeping system
    - ❖ Provides transition statements for participants
  - Payroll Initiation
    - ❖ Works with payroll department or vendor to establish the workflow for submitting contributions electronically
  - Plan Document Services
    - ❖ Plan design assistance and consultative services
    - ❖ Restatement of plan document to MassMutual's prototype or volume submitter document
  - Service Initiation
    - ❖ Introduction to ongoing service team
    - ❖ Eligibility calculation, employee information feed required
    - ❖ Arranges for enrollment or investment education meetings, minimum number of employees may be required
- Ongoing Administration
  - Automated Services
    - ❖ Electronic enrollment with eligibility calculation
    - ❖ Salary Contribution Changes
    - ❖ Loan checks and documentation will be mailed directly to participants' homes
    - ❖ Automated Terminations
    - ❖ Feedback data
  - Distribution Processing and Reporting (Lump sums, installments, in-service withdrawals, partial distributions and annuities)
  - Loan Processing and Modeling
    - ❖ Paperless loan modeling and processing through the participant internet website, the toll free voice response unit, or our Participant Information Center (PIC)
    - ❖ Preparation and mailing of check, promissory note, and payroll deduction authorization
    - ❖ Participants will be permitted to initiate a loan via the participant website or the Voice Response System (VRS)
    - ❖ Loan refinancing is not permitted
    - ❖ Delinquent, pending default, suspension, and default notices provided directly to participant homes
  - MassMutual RetireSmart<sup>SM</sup> Services
    - ❖ Automatic periodic rebalancing
  - Payroll Processing & Account Maintenance
    - ❖ Regular file feed submission, including contributions
  - Qualified Domestic Relations Order ("QDRO") Processing and Reporting
  - Required Minimum Distribution Processing - Pay distributions to participants and beneficiaries in accordance with Internal Revenue Code minimum distribution provisions.
  - 457(e)(15) Applicable Limit Testing\*
- Plan Deconversion Services
  - Contract liquidation and asset transfer
  - Data transfer
  - Plan terminations – consulting assistance and participant distribution service

### Participant Services

- Ongoing Administration Services
  - Distribution Education Assistance
    - ❖ Customized distribution kits for participants who are retiring or terminating
  - Enrollment Services
    - ❖ Enrollment/investment material
  - Participant Information Center (PIC) Access - Customer service professionals to answer participant telephone calls
  - Participant Retirement Planning Website Access; including Online Transaction Capabilities (24/7/365)
  - Touchtone Telephone Service (24/7/365)
- Communication & Education Services
  - Educational Material and Services Access
    - ❖ Interactive participant planning website with planning tools
    - ❖ Participant statements delivered quarterly or annually

- Education Meetings
  - ❖ On-site / online enrollment, minimum 10 employees per meeting (after transition, additional charges may apply)
- RetireSmart<sup>SM</sup> Ready Tool – simple way to calculate and implement savings rates and asset allocation strategies
- Social Media – interactive version of our participant website
- Third-party Investment Advice
- Third-party Investment Guidance

### **Plan Sponsor Services**

- Ongoing Administration Services
  - Approval Services as elected in Exhibit H
  - Dedicated Service Team
  - Investment Consulting – periodic portfolio review and analysis
  - Loan Monitoring Reports provided via the Plan Sponsor website
  - Payroll Remittal Support – Debit ACH is accepted
  - Termination/Retirement Notification Services
  - Third-party QDRO Review Services
- Communication & Education Services
  - Education Calendar
  - Monthly Plan Sponsor Newsletter
  - Plan Sponsor Website access that includes access to participant accounts (24/7/365)
  - PlanSmart<sup>SM</sup> Analysis to measure and analyze plan effectiveness

### **Investment Services**

- Ongoing Administration Services
  - Additional Investment Options – access to over 2800 additional Investment Options
  - Custom Choice Strategies<sup>SM</sup> – uses the existing Investment Options to create target retirement date and lifestyle model portfolios
  - Flash Reports - Intra-quarter updates relating to performance and current issues affecting investments
  - Investment Updates Notices of any changes relating to the investment options
  - MassMutual Smart Architecture<sup>SM</sup> Investment Program (Smart Architecture) – Wide range of asset classes and styles, multiple managers, institutional and retail investment options and watch list due diligence
  - Methodology Reports - rationale for the addition of new investment managers
  - Qualitative and Quantitative Standard Reporting
    - ❖ Daily performance updates - daily prices, year-to-date, 12-month performance, and percent change from previous day
    - ❖ Monthly performance summaries - calendar and average annual returns as of the most recent month-end
    - ❖ Quarterly investment Webex - overview of the economy, markets and investment-related events
    - ❖ Investment Profiles - quantitative and qualitative information for each investment option
    - ❖ Peer Analysis Reports - performance summary of all the investment options versus their peers and other relevant benchmarks
    - ❖ Market Commentary - quantitative and qualitative review of the economy, markets and investment options
    - ❖ Due Diligence Reports - detailed quantitative and qualitative report discussing the performance of each sub advised investment option in consideration of economic and individual manager data
  - White Papers - primary research studies developed by the MassMutual Investment Group
  - Watch List Updates

### **Service Guarantees\***

- Quarterly Review of Investment Expense Ratios and Revenue Sharing. \*
- Dedicated service team - Assistant Vice President, Director Relationship Manager, Account Manager and Relationship Manager Specialist.\*
- Open architecture investment flexibility. \*

**EXHIBIT B: PLAN CONVERSION SERVICES**

**Mapping of Plan Assets:** The Plan Sponsor directs MassMutual to map assets transferred from the Plan's existing investment structure to MassMutual's investment structure in accordance with the mapping described below. MassMutual will accept transferred assets from the prior recordkeeper on or after the effective date of this Agreement and after the execution of all required documents including this Agreement, the group annuity contract, and the trust document.

Washoe County 401(a) Plan and Washoe County Deferred Compensation Plan

<b>Current Investment Structure</b>	<b>MassMutual Investment Structure And Designation</b>
General Account American Century Equity Capital Presv Investor	Guaranteed Interest OF 41564(Guaranteed Interest)
American Century Equity Income Instl	American Century Equity Income Fund(MF-2202)
Hartford Total Return Bond	Hartford Total Return Bond HLS Fund(MF-2130)
PIMCO High Yield Instl	PIMCO High Yield Fund(MF-951)
Deutsche Alternative Asset Allc A	DWS Alternative Asset Allocation Fd(MF-3100)
Hartford Balanced HLS	American Funds Balanced Fund(MF-1841)
Hartford Capital Apprec HLS	Hartford Capital Apprec HLS Fd(MF-2107)
American Funds Growth Fund of America	American Funds Grth Fund of America(MF-922)
Hotchkis Wiley MCVAl	Hotchkis and Wiley Mid Cap Val Fd(MF-2480)
Hartford MidCap HLS	Hartford MidCap HLS Fund(MF-2131)
DFA International Small Cap Value I	DFA Intl Small Cap Value Prtfl Fd(MF-1379)
AMG Managers Skyline Special Eq Fd	AMG Managers Skyline Special Eq Fd(MF-3099)
Hartford Small Company HLS	Hartford Small Company HLS Fund(MF-2190)
American Funds EuroPacific Growth	Amer Funds EuroPacific Growth Fund(MF-1046)
Lazard Emerging Markets Equity Open	Lazard Emerging Markets Fund(MF-286)
PIMCO Foreign Bond (USD-Hedged) I	PIMCO Foreign Bond Fund(MF-2015)
SSGA 500	Vanguard Institutional Index Fund(MF-766)
SSG MidCap	Vanguard Mid Cap Index Fund(MF-2070)
SSGA Russell	Vanguard Small Cap Index Fund(MF-2065)

Note: If a Participant has an account balance and/or investment selection pointing to only one WCAB age-based strategy we will map transferred assets and investment selections in the following manner:

WCAB 20-30 Strategy will be mapped to the WCAB 2050 Strategy

WCAB 30-40 Strategy will be mapped to the WCAB 2040 Strategy

WCAB 40-50 Strategy will be mapped to the WCAB 2030 Strategy

WCAB 50-60 Strategy will be mapped to the WCAB 2020 Strategy

WCAB 60+ Strategy will be mapped to the WCAB 2010 Strategy

**Investment at the Plan Level.** Assets will be invested at the plan level upon receipt by MassMutual of both the transferred assets and the plan records showing the balance for each existing investment and the total amount transferred to MassMutual in good order. The transferred assets will be invested in accordance with the following:

- The transferred assets and the plan records showing the balance for each existing investment and the total amount transferred to MassMutual must be received in good order prior to the close of the New York Stock Exchange (usually 4:00 pm Eastern Time), to ensure that such transferred assets are invested in accordance with the Mapping of Plan Assets described above and valued as of that business day.
- If the transferred assets are received in good order prior to the close of the New York Stock Exchange, but the plan records showing the balance for each existing investment and the total amount transferred to MassMutual are not received in good order until after the close of the New York Stock Exchange on that same day, MassMutual will make a reasonable effort to invest the transferred assets in accordance with the Mapping of Plan Assets as of that business day. However, if MassMutual is unable to invest the transferred assets in accordance with the Mapping of Plan Assets on day of receipt, the transferred assets will be invested in accordance with the Mapping of Plan Assets on the next business day immediately following the day of receipt. In the interim, the transferred assets will be invested in the Plan Default Investment Option.
- If the transferred assets are not received in good order until after the close of the New York Stock Exchange, the transferred assets will be invested in the Plan Default Investment Option as of the next business day and will not be invested in accordance with the Mapping of Plan Assets until the business day all required information necessary to invest the transferred assets is received as described above.

**Allocation of Assets at Participant Level:** Before assets can be allocated at the participant level, MassMutual must receive in an electronic format, and in good order, from the prior recordkeeper, indicative participant data and investment elections in whole

percentages. The allocation of investments at the participant level will generally be accomplished within five business days after the receipt by MassMutual of the electronic indicative participant data and investment elections in good order.

**Investment of Future Contributions:** Participants will not complete enrollment forms as future contributions will be invested according to the existing elections provided by the prior recordkeeper. Any assets subject to Plan Sponsor selection rights as elected in Exhibit C will be allocated to the investment option(s) selected by the Plan Sponsor in the percentages selected by the Plan Sponsor.

**Reliance on Information:** During the process of converting the Plan to MassMutual's systems, MassMutual must rely upon information provided by the prior recordkeeper, including the summarizing and reconciling of account balances with plan assets, reports of plan activity, the annual report (Form 5500) and other information, as required by MassMutual. MassMutual is not responsible for any expense or loss that arises from inaccurate or incomplete records provided by the prior recordkeeper.

**Existing Matters:** The Plan Sponsor warrants that it has notified MassMutual of existing matters regarding the Plan of a material nature including, but not limited to, recent or pending plan examinations conducted by the Internal Revenue Service or legal claims asserted against the Plan or the Plan Sponsor by a participant or other party. MassMutual has no responsibility for pending claims or losses in existence on the date this Agreement is executed.

**EXHIBIT C: PLAN INVESTMENTS****Plan Investment Options:** The Plan Sponsor has selected the following Investment Options:

<b>Fund or other Investment Account and Designation</b>	<b>Ticker</b>	<b>Cusip</b>	<b>Plan Default Investment Option*</b>	<b>Available for Plan(s)</b>
Premier Money Market Fd (Babson)(MF-G)	MKSXX	57629E209	<input checked="" type="checkbox"/>	
American Century Equity Income Fund(MF-2202)	AEUDX	025076373	<input type="checkbox"/>	
Amer Funds EuroPacific Growth Fund(MF-1046)	RERGX	298706821	<input type="checkbox"/>	
American Funds Grth Fund of America(MF-922)	RGAGX	399874817	<input type="checkbox"/>	
DFA Intl Small Cap Value Prtl Fd(MF-1379)	DISVX	233203736	<input type="checkbox"/>	
Hartford Capital Apprec HLS Fd(MF-2107)	HIACX	416528107	<input type="checkbox"/>	
Hartford MidCap HLS Fund(MF-2131)	HIMCX	416528701	<input type="checkbox"/>	
Hartford Small Company HLS Fund(MF-2190)	HIASX	416528800	<input type="checkbox"/>	
Hartford Total Return Bond HLS Fund(MF-2130)	HIABX	416528859	<input type="checkbox"/>	
Hotchkis and Wiley Mid Cap Val Fd(MF-2480)	HWMIX	44134R800	<input type="checkbox"/>	
Lazard Emerging Markets Fund(MF-286)	LZOEX	52106N764	<input type="checkbox"/>	
PIMCO Foreign Bond Fund(MF-2015)	PFORX	693390882	<input type="checkbox"/>	
PIMCO High Yield Fund(MF-951)	PHIYX	693390841	<input type="checkbox"/>	
Vanguard Small Cap Index Fund(MF-2065)	VSMAX	922908686	<input type="checkbox"/>	
Vanguard Institutional Index Fund(MF-766)	VINIX	922040100	<input type="checkbox"/>	
Vanguard Mid Cap Index Fund(MF-2070)	VIMAX	922908645	<input type="checkbox"/>	
Guaranteed Interest OF 41564(Guaranteed Interest)	N/A	976GPZ902	<input type="checkbox"/>	This is the only fund available for Participants in the Washoe County OBRA Deferred Compensation Plan
American Funds Balanced Fund(MF-1841)	RLBGX	024071813	<input type="checkbox"/>	
AMG Managers Skyline Special Eq Fd(MF-3099)	SKSEX	00170K208	<input type="checkbox"/>	
DWS Alternative Asset Allocation Fd(MF-3100)	AAAVX	25159K713	<input type="checkbox"/>	

\*This is the Plan Default Investment Option and is not available as a participant investment option.

**Trusted Fixed Interest Option:** The Separate Account Guaranteed Interest Contract (or SAGIC), Guaranteed Interest Account (or GIA), and Capital Preservation Account investment options (each a "Fixed Interest Option") are offered through a MassMutual group annuity contract (the "Contract"). To the extent a Fixed Interest Option is held in a unitized trust as part of MassMutual's registered product, then all deposits to, or withdrawals from, the Fixed Interest Option are first processed through the plan's trust as of the close of the Business Day on which the transaction is requested (the "Trade Date") and are simultaneously reflected in participants' accounts. The corresponding deposit to, or withdrawal from, the Fixed Interest Option Contract, however, does not occur until the close of business on the first business day following the Trade Date ("Trade Date +1"). As a result, when there is a net deposit, participants' accounts are credited with units in the Fixed Interest Option trust on Trade Date but cash is held in the trust until the end of Trade Date +1 and, therefore, the trust does not earn the Fixed Interest Option contractual credited rate for that one day. Because the trust does not begin to receive earnings based on the credited rate from the Fixed Interest Option Contract until the end of Trade Date +1, during Trade Date +1 the interest rate received by participants invested in the trust is less than the Fixed Interest Option contractual credited rate. Conversely, when there is a net withdrawal from the Fixed Interest Option, the accounts of participants are reduced by the amount of the withdrawal at the end of the Trade Date but there is a one day delay in the withdrawal from the Fixed Interest Option Contract. This means the trust receives an extra day of earnings at the Fixed Interest Option contractual credited rate, causing the interest rate received by participants invested in the trust on Trade Date + 1 to be higher than the credited rate under the Fixed Interest Option Contract.

**Participant Default Investment Option:** If MassMutual isn't otherwise provided with investment direction with respect to a participant's account, either from the Plan Sponsor or the participant, the Plan Sponsor directs MassMutual to invest all amounts contributed on the participant's behalf, in the Guaranteed Interest OF 41564(Guaranteed Interest).

**Plan Default Investment Option:** MassMutual will allocate contributions to participants' accounts according to allocation instructions received in good order from the Plan Sponsor. Unallocated contributions will be invested in the Plans Default Investment Option from the date the contribution is received until the contribution is allocated.

**Unallocated Suspense Account:** Any Plan assets to be held in an unallocated suspense account under the Plan, including but not limited to forfeitures, will be invested in the Guaranteed Interest OF 41564(Guaranteed Interest) designated by the Plan Sponsor.

**CustomChoice Strategies<sup>SM</sup>**

The CustomChoice Strategies<sup>SM</sup> option selected by the Plan Sponsor or its representative is Lifecycle (Target Date Based) (10 year increments). The Plan Sponsor or its representative has also selected the investments to be included in the CustomChoice Strategies<sup>SM</sup> and has elected to rebalance the Custom Choice Strategy Annually. The rebalance will occur based on the portfolio implementation date and the frequency elected. Rebalances will also occur in accordance with any strategy allocation changes.

The authorized implementer of the CustomChoice Strategies<sup>SM</sup> listed below will select the investment options that are the components for each custom strategy and designate the percentages for each custom strategy that will be allocated to each component investment option. The component investments and designated percentages for each custom strategy are listed on the plan sponsor website at <https://www.massmutual.com/trc/login.asp> under the investment tab.

The Custom Choice Strategies implementation materials made available by MassMutual for use by the Plan Sponsor and the authorized implementer include sample allocations and sample target-date glide paths for illustrative purposes. The sample allocations and glide paths are not intended to be investment advice to any plan or plan participant and MassMutual does not serve as investment manager over Custom Choice Strategies. The Plan Sponsor and its authorized implementer are solely responsible for selecting, monitoring and adjusting the allocations and/or glide paths used by the Plan on an ongoing basis and for ensuring that the Custom Choice Strategies meet the needs of their plan and participants.

Michael Fleiner

Authorized Implementer's Name – Individual or Committee and Committee Representative Name  
**(If there is a change to this Implementer, notify your MassMutual representative immediately)**

**Investment Direction**

MassMutual will maintain a distinct Account for each participant to reflect the participant's entire interest under the Plan. The participant's Account will be composed of distinct sub-Accounts if different forms of contributions have been made by or for a participant in accordance with the terms of the Plan. Other sub-Accounts may also be established as the Plan Sponsor deems necessary for the proper administration of the Plan. Except to the extent elected otherwise below, each participant is responsible for directing the investment of their Account and the same investment direction will apply to all the sub-Accounts that make up the participant's Account.

- Notwithstanding the above, the Plan Sponsor or their designee is responsible for providing investment direction with respect to the following sub-Account(s) (the participants will be responsible for directing the investment of any sub-Accounts not selected below.):
- All sub-Accounts
  - Salary Deferral (including Roth Deferrals)
  - Match (including QMAC and Safe Harbor Matching Contributions)
  - Employer Non-Elective (including QNEC and Safe Harbor Non-Elective Contributions)
  - All Employee Contributions
  - All Employer Contributions
  - Rollover
  - After-Tax
- Notwithstanding the above, a participant may provide separate investment direction with respect to the following sub-Account(s):
- Salary Deferral (including Roth Deferrals)
  - Match (including QMAC and Safe Harbor Matching Contributions)
  - Employer Non-Elective (including QNEC and Safe Harbor Non-Elective Contributions)
  - All Employee Contributions
  - All Employer Contributions
  - Rollover
  - After-Tax

**SIA Commodity Pool Operator Notice:** MassMutual has claimed an exclusion from the definition of the term "Commodity Pool Operator" under the Commodity Exchange Act (the "CEA") with respect to all of its Separate Investment Accounts ("SIAs") and, therefore, with respect to such SIAs is not subject to registration or regulation as a Commodity Pool Operator under the CEA

**MassMutual's Role:** MassMutual has no discretion with regard to the selection or monitoring of the Plan's Investment Options. MassMutual's role is limited to carrying out the investment instructions of the Plan Sponsor and participants. MassMutual, or its affiliates, may serve as the investment manager to registered investment companies or other investment vehicles offered as investment options under the Plan. However, MassMutual does not act as an investment advisor to the Plan. From time to time, MassMutual may provide informational materials regarding the Plan's investment options to the Plan Sponsor or to participants. Such material is informational or educational in nature and does not constitute investment advice.

**EXHIBIT D: FEES**

Except as otherwise provided in the Agreement, expenses will be determined and deducted monthly as of a date determined by MassMutual.

**Participant Activity Services:**

Service	Fee	Fee Paid By
Disbursement Charge	<b>Standard Fee:</b> \$40 <b>Actual Fee:</b> \$0	Not Applicable
Return of Excess Charge:	<b>Standard Fee:</b> \$40 <b>Actual Fee:</b> \$0	Not Applicable
Overnight Mailing of Check, if requested	\$20	Participant
Reprocessing (adjustment)	\$75 per occurrence, additional fee may apply	Participant
Loan Initiation Charge	\$125	Participant
Residential Loan Charge	\$125	Participant
Installment Payment Setup Charge	<b>Standard Fee:</b> \$100 <b>Actual Fee:</b> \$0	Not Applicable
Annuity Payment Setup Charge	<b>Standard Fee:</b> \$175 <b>Actual Fee:</b> \$0*	Not Applicable

\* The purchase price of an annuity will include an additional cost not to exceed 2% of the annuity to cover acquisition costs and state premium tax, if applicable.

**Special and Optional Charges:**

Service	Fee	Fee Paid By
Contributions submitted other than Debit ACH	<b>Standard Fee:</b> \$1,200 per Subscriber, charged annually <b>Actual Fee:</b> \$0	Not Applicable
Participant Address Searches	\$3.00 per address, additional fees may apply.	Plan Sponsor
Participant Notices Annual Regulatory Notices	Fee quoted upon request A fee will be quoted upon request for any mailings not elected in Exhibit A. This service will continue unless you elect otherwise.	Plan Sponsor
Participant Investment Advice online	\$15 per participant per year	Participant
Contract Liquidation Estimate Charges	\$125 per estimate of the liquidation value of the "Stable Value Option" in excess of one estimate per calendar month	Plan Sponsor
Plan Amendment	\$100 Volume Submitter, additional fees may apply	Plan Sponsor
Loan Policy Amendment	\$100, charges may vary based on complexity	Plan Sponsor
Restatements	\$800 Volume Submitter, additional fees may apply	Plan Sponsor
Advisory and Compliance Consultative Services—(any other non-standard service (including, but not limited to, contribution projections, plan termination assistance and plan audit assistance. - Estimates are available before the service is provided	\$200 per hour charge	Plan Sponsor
Regulatory Amendments – Prototype and Volume Submitter Plans	\$100	Plan Sponsor
Contract Amendments initiated by the Sponsor - Additional fee may be assessed based on complexity or non-standard language	\$300	Plan Sponsor

The above services are provided within this Agreement. Any additional requested services and fees must be agreed upon by the Sponsor and MassMutual.

Additional Service Charges: Fee quoted for services upon request
• Payroll conversions, data feeds, corrections
• Non-standard data input, error corrections, special calculations
• Account adjustments
•
• Additional contract liquidation services can be found in the Plan Administration Guide
• Additional testing services not elected in this Agreement
• Contribution and allocation services
• Repeated lapse calculation estimates and monitoring
• Plan Reviews including but not limited to Plan design illustrations and determination letter application packages
• IRS/DOL Corrective Programs
• Expenses for Sponsor requested mailings

Except as otherwise provided in the Agreement, expenses will be determined and deducted monthly as of a date determined by MassMutual.

## EXHIBIT E: COMPENSATION PAID BY MASSMUTUAL

**Agents Benefits:** MassMutual insurance agents may also be eligible for certain cash and non-cash benefits from MassMutual in addition to commissions. Additional cash compensation includes bonuses and allowances based on factors such as sales, productivity and persistency. Non-cash compensation includes various recognition items such as prizes and awards as well as payment of the cost associated with attendance at conferences, seminars and recognition trips. Sales of this MassMutual product may help these agents and their supervisors qualify for such benefits.

**Subcontracting:** MassMutual may make payments to intermediaries under sub-contracting services agreements for certain plan administrative services that MassMutual would otherwise provide, such as assistance with enrollment meetings, or to deliver marketing and sales assistance services to MassMutual.

**Override Payments:** MassMutual may make override payments to sales and/or servicing organizations to defray a portion of the organization's cost of maintaining its sales and servicing representatives. Not all sales and servicing organizations receive override payments. If MassMutual makes a payment, it is typically based on a percentage of the aggregate value of plan assets held in MassMutual products that were sold, or are serviced, by the organization's representatives. The level of these payments to eligible organizations varies.

**Sponsorship Payments:** MassMutual may make sponsorship payments to intermediaries for, among other things, training of sales personnel, conference support, marketing or other services they provide to promote awareness of MassMutual's products. Not all intermediaries receive marketing support payments and the level of these flat dollar payments to intermediaries varies. The largest payment to any intermediary during the last calendar year was approximately \$1,600,000. Also, MassMutual has a variety of arrangements with intermediaries that are not directly related to the sale of MassMutual products to your plan. For example, MassMutual provides cash and non-cash benefits to intermediaries in consideration of their overall efforts selling MassMutual's products, such as prizes, awards, gifts, entertainment and charitable contributions. MassMutual may also reimburse intermediaries for certain expenses, such as the cost of promotional items or expenses associated with meetings, conferences, seminars, and recognition trips. An intermediary may receive compensation for selling other MassMutual products and MassMutual might purchase goods or services from intermediaries or their affiliates, such as educational seminars and training or pricing services. When a participant in a retirement plan funded by a MassMutual product leaves the plan and transfers the participant's beneficial interest into a MassMutual-affiliated rollover IRA, MassMutual may compensate the intermediary.

**No Additional Charges:** Any compensation paid under the arrangements listed above is paid from MassMutual's assets and will not result in any additional direct charges to you. If one or more of the above compensation arrangements are provided, such compensation arrangement may provide an intermediary with a financial incentive to recommend a MassMutual product over other available products whose issuers do not provide such compensation or which provide lower levels of compensation. Your intermediary can tell you whether his or her organization has entered into any such agreements with MassMutual. You may want to take such compensation arrangements into account when evaluating any recommendations regarding this MassMutual product. Applicable compensation is reported to you annually on the Form 5500.

## EXHIBIT F: MASSMUTUAL RETIREMENT SERVICES FLOAT POLICY

MMRS' procedure for processing Plan contributions provides for prompt investment of funds according to contract obligations. When a contribution is received in good order before the cut-off time (normally 4:00 p.m. Eastern Time) on a Business Day, contributions are valued at the Net Asset Value ("NAV") as of the end of that Business Day. A contribution is received in "good order" when a contribution is accompanied by usable and complete data, and available funds equal to the total amount shown in the data. "Business day" is defined as each business day that the New York Stock Exchange is open for business. It is MMRS' goal to minimize the generation of Float by handling transactions as soon as possible in accordance with contract obligations. Notwithstanding this policy, amounts held pending investment may generate Float.

Float may arise in connection with various deposits such as plan contributions, loan repayments and expense payments ("contributions"), including funds received by wire or electronic funds transfer ("EFT"). Float is generally not earned on contributions processed via check, unless the funds are available immediately. When a contribution is received, funds are invested in overnight investments pending execution of investment directions. Funds may be invested in the following types of overnight investments: (1) institutional money market account, which earns institutional money market rates; (2) passive overnight bank sweep, which is credited with overnight bank deposit rates; or (3) corporate checking account, which is credited at a rate that is set by the bank, currently 90% of the 3-month average of the 13-week Treasury-bill rates. When funds are withdrawn at the start of the following business day in order to be invested according to investment instructions, MMRS retains the Float, or interest, as part of its compensation. Contributions made by wire that are not in good order may earn additional Float until good order is obtained.

It is the policy of MMRS to process distributions and the corresponding withdrawals from investments as soon as possible. Notwithstanding this policy, Float may arise in connection with distributions, including those that are made by check or by EFT.

There is generally no Float generated in connection with account distributions made by wire transfer. MMRS issues a disbursement and directs the providers of Plan investment options to transfer the funds to MMRS in an amount sufficient to satisfy the distribution request. On the date that the disbursement is issued, the funds are withdrawn from the investment options and are invested in one of the following types of overnight investments: (1) institutional money market account, which earns institutional money market rates; (2) passive overnight bank sweep, which is credited with overnight bank deposit rates; or (3) corporate checking account, which is credited at a rate that is set by the bank, currently 90% of the 3-month average of the 13 week Treasury-bill rates. MMRS accrues any Float, or interest, that is earned on the funds from the time the disbursement is issued until such time as the disbursement is deposited or cashed as part of its compensation. Generally, in the case of a disbursement issued by check, if the check is not deposited or cashed after six months, the funds are returned to the plan as abandoned property.

## EXHIBIT G – EXPENSE BUDGET ACCOUNT

### MassMutual Revenue Target

Effective November 17, 2015 the Plan Sponsor and MassMutual have agreed to the following arrangement intended to result in Total Net Recordkeeping Revenue to MassMutual with respect to the plan equal to approximately .02% each calendar quarter (.08% annually) on plan assets under the Contract (the "Revenue Target"). For purposes of this agreement, MassMutual's Total Net Recordkeeping Revenue will be calculated and adjusted as set forth below. The parties understand and agree that these calculations and adjustments are approximate and may result in MassMutual deriving Total Net Recordkeeping Revenue in any calendar year that is more or less than the Revenue Target.

Following the end of each calendar quarter, MassMutual will calculate the Quarterly Net Recordkeeping Revenue it earned during such quarter with respect to the Plan as follows: (i) with respect to each unaffiliated mutual fund option, the revenue sharing payment percentage (including but not limited to 12b-1 service fee percentage, transfer fee percentage, recordkeeping fee percentage or other administrative service percentage) MassMutual or one if its affiliates has negotiated to receive from such unaffiliated mutual fund company or its distributor with respect to such invested option multiplied by the Plan's assets invested in such investment option, plus (ii) with respect to each affiliated mutual fund investment option (MassMutual's Select and Premier Investment Options), the net expense ratio percentage for such investment option, which is composed of the management fees, the 12b-1 fees and other expenses paid to MassMutual minus any fees MassMutual pays with respect to such investment option, the expenses MassMutual incurs to establish and maintain the investment option and any management fees due to, but waived by, MassMutual with respect to such investment option multiplied by the Plan's assets invested in such affiliated mutual fund options, plus (iii) with respect to the GIA Investment Option, the annual expense ratio percentage, which is composed of an investment management fee, minus any fees MassMutual pays with respect to such investment option plus any applicable fee already disclosed. Quarterly Net Recordkeeping Revenue does not include any transaction-based fees on a participant level, such as loan initiations charges or check charges, or expenses not associated with recordkeeping revenue, such as commissions or prior unpaid shortfall or recordkeeping revenue, if applicable. A Revenue Disclosure Statement shall be produced after the end of each calendar quarter. The Revenue Disclosure Statement will document plan assets by investment option, as well as expense ratio and calculated Quarterly Net Recordkeeping Revenue for each investment option.

To the extent that Total Net Recordkeeping Revenue for any calendar quarter exceeds .02% (.08% annually), MassMutual will credit the difference between the Total Net Recordkeeping Revenue and the Revenue Target to the expense budget account ("EBA") maintained for the Plan, but only to the extent that Net Recordkeeping Revenue from unaffiliated funds is sufficient to fund such difference.

To the extent that Total Net Recordkeeping Revenue for any year is less than .08%, MassMutual shall provide an invoice showing the difference to be due and payable to MassMutual within 30 days of the date of the invoice. If the difference has not been paid within 30 days from the date of the invoice, MassMutual reserves the right to withdraw the amount of the unpaid expenses from assets invested under the Plan.

### **Expense Budget Account Agreement**

**Expense Budget Account Credit:** MassMutual agrees to transfer from its revenues to an unallocated account maintained by the Plan (the "ERISA Budget Account") an amount as calculated below:

The amount of the reimbursement credit to the Expense Budget Account account will be calculated in accordance with the provisions of the MassMutual Revenue Target provisions of this Agreement. Plan administration expenses actually incurred must be equal to or greater than the reimbursement payment made to the Plan.

The Plan Sponsor hereby directs that the Expense Budget Account Credits be invested in the same investment option selected by the Plan Sponsor in the Agreement for investment of the Unallocated Suspense Account.

If the effective date of this Expense Budget Account Agreement does not coincide with the first day of the first quarterly calculation period, the first quarterly credit will be prorated accordingly. In the event that MassMutual reasonably determines that the making of an Expense Budget Account Credit could result in the violation, constructive or otherwise, of any law, regulation, or ruling made by a court or regulatory body, MassMutual will reduce the amount of the Expense Budget Account Credit to the extent necessary to avoid such violation.

MassMutual will process payment of plan administrative expenses from the Expense Budget Account and/or allocate Expense Budget Account credits to participant accounts in accordance with the procedures established by the Plan Administrator, which are incorporated as "Exhibit 1" to this Expense Budget Account Agreement.

### **Exhibit 1 – Plan Procedures: Expense Budget Account Arrangement**

WHEREAS, Section 18.1 of the Plan document grants to the Plan Administrator broad authority to establish procedures to carry out the purposes of the Plan; and

WHEREAS, the Plan Sponsor has entered into an Expense Budget Account Agreement with the Plan's service provider pursuant to which the Plan's service provider has agreed to make available to the Plan from its revenue Expense Budget Account credits; and

WHEREAS, the Plan Administrator intends to adopt procedures to provide for the allocation of the Expense Budget Account credits to an unallocated account under the Plan and to allocate unused credits to participants' accounts;

NOW, THEREFORE, the Plan Administrator hereby establishes the following procedures,

1. Establishment of an Unallocated Expense Budget Account under the Plan. Effective November 17, 2015, an unallocated Expense Budget Account will be established under the Plan to hold Expense Budget Account credits transferred to the Plan by the Plan's service provider in accordance with the Expense Budget Account Agreement reached between the Plan Sponsor and the Plan's service provider.

2. Permissible Uses of Expense Budget Account Credits. For each year during which an Expense Budget Account Agreement is in effect with a service provider, the Plan Administrator may, in its discretion, direct the service provider to either pay reasonable Plan administrative expenses with the Expense Budget Account credits or allocate the Expense Budget Account credits among the accounts of Participants with a balance in the Plan on the date as of which the Expense Budget Account credits are allocated (the "Allocation Recipients"), in accordance with paragraph (3). In the event that Expense Budget Account Credits credited during a Plan Year are not used to pay reasonable Plan administrative expenses by the 15<sup>th</sup> day of the last month of the Plan Year, the remaining Expense Budget Account credits will be allocated to Allocation Recipients, in accordance with the Allocation Methodology procedure described in paragraph (3).

3. Allocation Methodology. In the event that Expense Budget Account credits are allocated to Allocation Recipients, the Plan Administrator directs the Plan's service provider to allocate shares of the Expense Budget Account credits to the Allocation Recipients on a business day (the "Allocation Date") which shall occur not later than the last day of the Plan Year. Each Allocation Recipient will receive a pro-rata share of the total Expense Budget Account credits in the same proportion that each Allocation Recipient's account balance as of the Allocation Date bears to the total balance of all Allocation Recipients' accounts as of the Allocation Date. The Expense Budget Account credits will be allocated among contribution sources pro-rata based on the sources in which the Allocation Recipient has a balance on the Allocation Date and among investment options based on the investment selection percentages in effect as of the Allocation Date for each such contribution source.

### EXHIBIT H: APPROVAL SERVICES PLAN SPONSOR DIRECTION

The Plan Sponsor hereby directs MassMutual to process the transactions described below pursuant to the procedures outlined in the Plan Administrator’s Guide or which are provided to the plan sponsor for review. MassMutual has no discretion with regard to processing these transactions, and there will be no deviation from these procedures without the Plan Sponsor’s written direction. MassMutual may subcontract certain aspects of these approval services to other vendors.

Service	Fee	Fee Paid By
<b>Residential Loans:</b> <ul style="list-style-type: none"> <li>• Review Loan Application</li> <li>• Apply IRS Limits</li> <li>• Prepare and Mail Check.</li> <li>• ACH Option for Terminated Participants</li> </ul>	Not Applicable	Not Applicable
<b>Unforeseen Emergency Withdrawals:</b> Review Withdrawal Request <ul style="list-style-type: none"> <li>• Apply Safe Harbor Rules</li> </ul>	\$0 per approval*	Not Applicable
	\$0* review fee applies if the request is denied or closed	Not Applicable
<b>Domestic Relations Orders:</b> <ul style="list-style-type: none"> <li>• Determine that order satisfies IRS Requirement for a Qualified Domestic Relations Order</li> </ul>	\$350/per approval request	Split equally between the Participant and Alternate Payee
<b>In Service Withdrawal</b>	Not Applicable	Not Applicable
<b>Rollover:</b> The Plan will accept eligible rollover distributions from: (Check all that apply.) <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> a qualified plan described in Code Section 401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions.</li> <li><input type="checkbox"/> a qualified plan described in Code Section 401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions.</li> <li><input checked="" type="checkbox"/> a plan described in Code Section 403(a) (an annuity plan), excluding after-tax employee contributions.</li> <li><input type="checkbox"/> a plan described in Code Section 403(a) (an annuity plan), including after-tax employee contributions.</li> <li><input checked="" type="checkbox"/> a plan described in Code Section 403(b) (a tax-sheltered annuity), excluding after-tax employee contributions.</li> <li><input type="checkbox"/> a plan described in Code Section 403(b) (a tax-sheltered annuity), including after-tax employee contributions.</li> <li><input checked="" type="checkbox"/> if the Plan permits Roth Elective Deferrals, a Roth elective deferral account from (select all that apply):                             <ol style="list-style-type: none"> <li>1. <input checked="" type="checkbox"/> a qualified plan described in Code Section 401(a).</li> <li>2. <input checked="" type="checkbox"/> a plan described in Code Section 403(b) (a tax-sheltered annuity).</li> </ol> </li> <li><input checked="" type="checkbox"/> an eligible plan described in Code Section 457(b) (a deferred compensation plan) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.</li> <li><input checked="" type="checkbox"/> a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two</li> </ul>	Not Applicable	Not Applicable

years.		
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### EXHIBIT I: AUTOMATED SERVICES CONVERSION AUTHORIZATION

**Contract #:** 061971

**Contract Name:** Washoe County

**Plan #'s:**  All plans

Affects these plans only: \_\_\_\_\_

**Subscriber #'s:**  All subscribers

Affects these subscribers only: \_\_\_\_\_

#### Automated Services Information

The Automated Services elected in Exhibit A are subject to the following:

**Data Submittal to MassMutual:**

Data Entry via the Sponsor Website

Contribution File Only

Electronic File Submittal

Contribution

Demographic

Compensation

**Data Integrity:**

By signing this authorization my organization is committed to providing accurate data to Mass Mutual on a timely basis. I understand that data integrity is critical and we will continually work with our payroll department and/or vendor to provide accurate data and resolve data issues.

**Hours for vesting:** If the plan requires hours for vesting purposes, I understand my organization is solely responsible for providing the data that will be used for all employees.

**Hours for eligibility purposes:** If the plan requires hours for eligibility purposes, I understand my organization is solely responsible for providing the data that will be used for all employees.

**EXHIBIT K: FEE ROADMAP**

Understanding fees is a necessary step in assessing whether or not they are reasonable compensation for the services associated with them. The types of fees described below may be associated with one or more service(s) related to your plan.

Revenue/Fees Received by MassMutual	Description of Revenue/Fees Received	Sponsor Disclosure
12b-1 Fee	These are fees that we may be paid pursuant to an agreement with the investment advisors or distributors of mutual funds other than the plan's MassMutual Premier and Select investment options that are offered either directly or through separate investment accounts on our investment platform. They can be paid for providing services in connection with the distribution and marketing of the mutual fund, including fees paid for marketing and selling fund shares, such as compensating brokers and others who sell fund shares, and paying for advertising, the printing and mailing of prospectuses to new investors, and the printing and mailing of sales literature. They also can be paid for providing shareholder services to the mutual fund investors, which include responding to investor inquiries and providing investors with information about their investments. Whether paid for distribution or shareholder services, 12b-1 fees are a form of revenue sharing when they are paid to us and are disclosed as Administrative Services Revenue. 12b-1 fees reduce the mutual fund's NAV.	Proposal/Services Agreement/ Prospectus <sup>4</sup> / Cost and Revenue Disclosure
Administrative Fees	Fees associated with administration of the plan's MassMutual Premier and Select investment options, including enrollment in and distribution from the investment option, transaction processing, and preparation and mailing of account statements and certain required notices. Administrative fees are included in a mutual fund's expense ratio.	Prospectus/Statement of Additional Information/ Cost and Revenue Disclosure
Asset charge	The asset charge is calculated based on plan assets and may be paid by the plan sponsor or deducted from participants' accounts or plan assets on a periodic basis.	Group Annuity Contract/ Proposal/ Services Agreement/ Cost and Revenue Disclosure
Distribution Processing Fee	Fee for all aspects of processing withdrawals, loans, QDROs, RMDs, or other distributions, including payments, taxation and reporting. It is either paid by the Plan Sponsor or deducted from participants' accounts or from plan assets.	Proposal/Services Agreement/ Plan Administrator's Guide
Fee for Investor Services	These are fees that we may be paid pursuant to an agreement with a fund's investment advisor with respect to either mutual funds other than the plan's MassMutual Premier and Select investment options or bank collective trust funds that are offered either directly or through separate investment accounts on our investment platform. They are often paid by the fund's investment advisor from its revenue. MassMutual provides services to investors in mutual funds and bank collective trust funds, which include responding to investor inquiries and providing investors with information about their investments, that would otherwise be performed by the fund's investment advisor in a retail fund context. Fees for investor services are a form of revenue sharing when they are paid to us and are disclosed as Administrative Services Revenue.	Proposal/ Prospectus/ Cost and Revenue Disclosure

<sup>4</sup> MassMutual has provided, or made available electronically, disclosure materials, including prospectuses and statements of additional information, provided by issuers of the plan's designated investment alternatives (or the mutual funds or bank collective trust funds underlying the plan's separate investment account investment alternatives). MassMutual makes no representations as to the completeness or accuracy of such materials provided by nonaffiliated issuers.

Revenue/Fees Received by MassMutual	Description of Revenue/Fees Received	Sponsor Disclosure
Flat Dollar Fee	This flat fee may be paid by the Plan Sponsor or deducted from plan assets on a periodic basis.	Expense Disclosure/ Services Agreement/ Cost and Revenue Disclosure
Float	Float is generated from the overnight investment of assets and may arise in connection with deposits such as plan contributions, loan repayments and expense payments. Float may also arise in connection with distributions.	Services Agreement/ Float Disclosure
MassMutual Retirement Services (MMRS) General Investment Account investment option revenue	We offer two general classes of general account investment options. The first class of general account investment options falls into the category of guaranteed benefit policies. If your plan has a guaranteed benefit policy, then your plan is provided a guaranteed rate of interest on deposits held for a specified period of time. We commit to return the principal and the promised interest regardless of either the expenses we incur in investing the assets within our general account or the actual return on those assets (although a market value adjustment will apply to certain employer-initiated distributions). Given the nature of these investment options, there is no guarantee that we will receive a pre-set level of revenue, as we do in connection with a mutual fund advisory fee. Although we retain the difference, if any, between the guaranteed rate of interest and the investment return we actually earn on the deposits in our general account (net of expenses), this is not an additional expense to the plan. The second class of general account investment options falls into the category of transition policies. You will know you own a transition policy rather than a guaranteed benefit policy because of the annual transition policy notice you receive from MassMutual. If your plan has a transition policy, your plan is provided a rate of interest on deposits held for a specified period of time based on the actual earnings rate of that plan's interest in MassMutual's general account less a fee and risk charge of 140 basis points. Transition policies are subject to a floor rate of 0%, although a market value adjustment will apply to certain employer-initiated distributions. Under these products, the interest we credit is on an investment year methodology, with interest accrued throughout the year based on estimates of investment return net of investment expenses. Shortly after year end interest is trued up based on actual results.	Group Annuity Contract/Proposal/ Services Agreement/ Cost and Revenue Disclosure
Non-Active-Employee Participant Fee	Fee associated with all aspects of providing direct administration of plan services to non-active-employee participants. The total revenue received by MassMutual is based on the number of participants who are not active employees (including but not limited to beneficiaries, alternate payees, terminated employees and retirees) and have a vested account balance ("non-active-employee participants"). The number of non-active-employee participants is disclosed on MassMutual's plan sponsor website. The fee may be deducted from the accounts of the non-active-employee participants on a periodic basis.	Proposal/Services Agreement/Cost and Revenue Disclosure
Investment Management Fee	Investment management fees, or "annual expense ratio," are paid directly out of the assets of the investment option to the investment advisor for managing the investment portfolio. With respect to the MassMutual Premier and Select Funds, we receive these fees in our capacity as investment advisor to these funds and they are included in a mutual fund's expense ratio.	Prospectus/Cost and Revenue Disclosure
Optional Services' Fees	These are fees that we may be paid if you elect to receive any of the optional services described in the Services overview. These fees may be paid by the Plan Sponsor or deducted from participants' accounts or from plan assets	Services Agreement/ Plan Administrator's Guide
Other Investment Fees	Other investment fees (for example: account maintenance fees, or "annual expense ratio") are any expenses incurred by the investment option that are not included in any other investment-related Compensation/Fee categories. Other investment fees may include custodial, legal, accounting, transfer agent as well as shareholder service expenses paid outside of a mutual fund's 12b-1 arrangement. Other investment fees are included in a mutual fund's expense ratio.	Prospectus/ Annual Report/ Cost and Revenue Disclosure

Revenue/Fees Received by MassMutual	Description of Revenue/Fees Received	Sponsor Disclosure										
Per Participant Fee	The participant charge is based on the number of participants and may be paid by the Plan Sponsor or deducted from participant's accounts or from plan assets on a periodic basis.	Proposal/Services Agreement/Cost and Revenue Disclosure										
Securities Lending Fees	These are fees that may be received by advisors to investment funds if they lend portfolio securities to broker-dealers or other institutional borrowers. Loaned securities are secured by collateral in the form of cash, cash equivalents (such as money market instruments) or other liquid securities in an amount at least equal to the market value of the securities loaned. The advisor invests the collateral and retains a portion of the earnings from the invested collateral. Accordingly, while the earnings on the investment of the collateral are additional revenue to the advisor, they are not an additional cost to the plan that invests in the fund. Currently we do not lend our portfolio securities.	Prospectus (or other offering document)/ Statement of Additional Information										
Self-Directed Brokerage Account (SDBA) Fees	<p><b>Self-Directed Brokerage Accounts:</b> If your plan provides for a self-directed brokerage account option ("SDBA") from Charles Schwab &amp; Co., Inc. (the "SDBA Broker-Dealer Firm"), we will receive fees and payments from that SDBA Broker-Dealer Firm for processing and recordkeeping services provided by us.</p> <p>We generally receive payments at the rates described below from the SDBA Broker-Dealer Firm:</p> <table border="1" data-bbox="456 871 1198 1020"> <thead> <tr> <th>Participant Account Balance</th> <th>Plan Expense Payment Percentage</th> </tr> </thead> <tbody> <tr> <td>\$25,000 or less</td> <td>0% of SDBA Broker-Dealer Firm Revenue</td> </tr> <tr> <td>Over \$25,000 through \$50,000</td> <td>5% of SDBA Broker-Dealer Firm Revenue</td> </tr> <tr> <td>Over \$50,000 through \$100,000</td> <td>10% of SDBA Broker-Dealer Firm Revenue</td> </tr> <tr> <td>Over \$100,000</td> <td>15% of SDBA Broker-Dealer Firm Revenue</td> </tr> </tbody> </table> <p>For purposes of the calculation, "SDBA Broker-Dealer Firm Revenue" generally consist of transaction fees and commissions received by the SDBA Broker-Dealer Firm on account of trades of securities, including mutual funds, payments received by the SDBA Broker-Dealer Firm from fund complexes in connection with fee based programs, and fees paid to the SDBA Broker-Dealer Firm from assets invested in its own family of proprietary mutual funds. Based on 2013 reports, we estimate we received \$8,790 for these services in 2013, representing an average of 1 basis point (0.01%) of plan assets for all plans that used the SDBA service. This estimate is determined by dividing total SDBA Broker-Dealer Firm Revenue by all SDBA assets for the year.</p>	Participant Account Balance	Plan Expense Payment Percentage	\$25,000 or less	0% of SDBA Broker-Dealer Firm Revenue	Over \$25,000 through \$50,000	5% of SDBA Broker-Dealer Firm Revenue	Over \$50,000 through \$100,000	10% of SDBA Broker-Dealer Firm Revenue	Over \$100,000	15% of SDBA Broker-Dealer Firm Revenue	
Participant Account Balance	Plan Expense Payment Percentage											
\$25,000 or less	0% of SDBA Broker-Dealer Firm Revenue											
Over \$25,000 through \$50,000	5% of SDBA Broker-Dealer Firm Revenue											
Over \$50,000 through \$100,000	10% of SDBA Broker-Dealer Firm Revenue											
Over \$100,000	15% of SDBA Broker-Dealer Firm Revenue											
Soft Dollar Compensation	Research or other products or services, other than trade execution, provided by brokers or a third party to the investment advisor or subadvisor (if applicable) in connection with securities transactions. For those funds that use soft dollars, the benefit of such brokerage and research services accrues to the applicable fund(s). With respect to the MassMutual Premier and Select Funds, each Fund's subadvisor receives any applicable soft dollar compensation. The subadvisors to the Premier Funds are MassMutual affiliates.	Statement of Additional Information/ 120 Day Mailing										
Sub-Transfer Agent (Sub-TA) Fees	These are fees we are paid pursuant to an agreement with the transfer agent of non-proprietary mutual funds that are offered on our investment platform and represent compensation we receive for providing mutual fund shareholder accounting services. Transfer agents track and record who owns how many of a mutual fund's shares. For retirement plans, the plan's recordkeeper often performs these functions instead of the transfer agent and is thus considered a sub-transfer agent and is eligible for compensation, which is a form of revenue sharing. Sub-TA fees are a form of revenue sharing when they are paid to us and are disclosed as Administrative Services Revenue.	Proposal/Cost and Revenue Disclosure										

Revenue/Fees Received by MassMutual	Description of Revenue/Fees Received	Sponsor Disclosure
Surrender Charge	A surrender charge may apply if the plan terminates certain of our group annuity contracts. Surrender charges are typically expressed as a specified percentage of assets held in the group annuity contract and reimburse us for a portion of sales commissions we have paid but not recovered due to early contract termination. This fee is paid by the Plan Sponsor or from plan assets.	Group Annuity Contract
Surrender Value Make Up	If, when your plan transitioned to MassMutual, we restored a market value adjustment or surrender charge that was imposed by your prior provider, we may have temporarily imposed an, or increased your, asset charge to recover the amount restored to your impacted participants' accounts. Please check your group annuity contract or services agreement to determine if you are subject to this temporary asset charge and, if so, when it will discontinue.	Group Annuity Contract/ Services Agreement
Wrap Fees	The wrap fee is calculated based on the amount of plan assets in one or more specified plan investment options. This fee may cover the direct services the customer receives with respect to such plan investment option as well as cover general plan administrative costs we incur. The fee is deducted from the plan investment option and reduces the investment performance of such option.	Group Annuity Contract/120 Day Mailing/Cost and Revenue Disclosure

Compensation Received by Third Party	Description of Compensation	Sponsor Disclosure	Recipient of Compensation (Payee)
Commissions	We pay commissions to advisors with respect to new sales and ongoing business with MassMutual from revenue we derive from your plan, including revenue from 12b-1 fees on MassMutual's Premier and Select Investment options.	Commission Disclosure/ Cost and Revenue Disclosure	Advisor
Enrollment Reimbursement	We pay third-party administrators ("TPAs") and other service providers who perform participant enrollment services, primarily at the time of plan conversion, from revenue we derive from your plan.	Proposal/ TPA Fee Disclosure	TPA and Other Third Party Enrollers
Investment Advisory and Sub-Advisory Fee	If your plan offers MassMutual Premier or Select Funds as a plan investment option, it will pay a mutual fund investment management fee. If your plan offers a guaranteed separate investment account (SAGIC or Capital Preservation Account) as a plan investment option, it will pay a separate account management fee. In either case, we will pay a portion of the remainder of that fee, net of the annual administrative services revenue that is deducted, to the advisor or sub-advisor of the fund or account. To the extent the advisor or sub-advisor is an affiliate of MassMutual – Babson Capital Management, LLC ("Babson"), Baring International Investment Limited ("Baring"), OppenheimerFunds, Inc. ("OFI") or OFI Institutional Asset Management, Inc. ("OFI Inst") – this will result in MassMutual and the affiliate's receipt of the entire amount of the difference between the investment option's annual plan cost and its annual administrative services revenue.	Prospectus/ Statement of Additional Information/ Cost and Revenue Disclosure	Mutual Fund Sub-advisor
Investment Option Expenses	For plan investment options other than the MassMutual Premier and Select Funds, the plan pays investment expenses composed of the investment management fee, administrative fees and, depending on the share class in which the plan invests 12b-1 fees, which are reflected in the mutual fund's expense ratio, to the mutual fund's investment advisor and other mutual fund service providers.	Prospectus/ Proposal/ Cost and Revenue Disclosure	Investment Manager
Marketing Allowance	We pay marketing allowances to advisors to support their marketing services, including for the development of marketing, advertising and promotional materials, the sponsoring of sales conferences and workshops, and the supervising of research reports, correspondence and lecture materials.	Services Agreement	Advisor
Non-monetary compensation	We provide non-monetary compensation to sales representatives who sell our products, including welfare plan compensation (health, vision, life and disability coverage), 401(k) plan compensation, pension plan compensation, participation at conferences we sponsor and other awards.	Services Agreement/ Proposal	Advisors, Agents, and Brokers, Sponsors
Override Payments	We pay override to general agents and other selling organizations to defray a portion of the cost of maintaining a sales force. The amount of the override is typically a percentage of the commissions earned by the selling organization's agents.	Commission Disclosure/ Form 5500	General Agents and Broker Dealers
Participant Investment Advisory Services Fees	If your plan elects to offer participant investment advice, your plan will pay a fee to a third-party investment advice provider. This fee may be paid by the Plan Sponsor, deducted from participants' accounts or plan assets or paid from revenue we derive from your plan.	Proposal/Services Agreement/Third Party's Sponsor Agreement and Fee Schedule	Investnet Retirement Solutions or RPA

Compensation Received by Third Party	Description of Compensation	Sponsor Disclosure	Recipient of Compensation (Payee)
Plan Expense Reimbursement Account (PERA) or ERISA Budget Account (EBA)	If a PERA or an EBA Account is available to your plan, then at your direction, and on your plan's behalf, we will pay third parties who provide administrative services to your plan. These payments are made from revenue we derive from your plan.	Services Agreement	Third Party Plan Service Providers
QDRO Review Services Fee	If your plan elects to receive QDRO determination and administration services, then we will pay to a third-party administrator a fee for these services. This fee may be paid by the Plan Sponsor, deducted from participants' accounts or plan assets or paid from revenue we derive from your plan.	Services Agreement	QDRO.com
Self Directed Brokerage Account (SDBA) Fees	If your plan elects to offer an SDBA investment option, the broker-dealer administering the SDBA receives a per participant fee based on usage of this investment option. This fee may be paid by the Plan Sponsor, deducted from participants' accounts or plan assets or paid from revenue we derive from your plan. Participants will also pay brokerage commissions for trades under the SDBA which are described in the brokerage agreement participants enter into with the SDBA broker-dealer.	SDBA Brokerage Agreement	State Street or Charles Schwab
Shareholder Servicing Agreement Fee	We may pay a fee to your plan's advisor for providing shareholder services to the plan on behalf of the MassMutual Premier and/or Select Funds. Services provided may include: delivering current prospectuses, reports, notices, communication and other information, and providing support services, including answering participant inquiries. We pay this fee from revenue we derive from your plan, including revenue from 12b-1 fees on MassMutual's Premier and Select investment options.	Prospectus/ Cost and Revenue Disclosure	Advisor
Sponsor Third-Party Fiduciary Partnership Services Fee	If your plan elects to receive plan sponsor fiduciary partnership services, a third-party plan fiduciary will receive a fee for providing investment advice to the plan sponsor. This fee may be paid by the Plan Sponsor, deducted from participants' accounts or plan assets or paid from revenue we derive from your plan.	Proposal/ Services Agreement	Mesirow
Sub-administrative Service Fee	We may pay a fee to your plan's advisor for providing administrative services to your plan on our behalf (e.g., plan design consulting, employee communication programs, enrollment meetings, etc.) We pay this fee from revenue we derive from your plan, including revenue from 12b-1 fees on MassMutual's Premier and Select investment options.	Services Agreement	Advisor
Trust/Custody Services Fee	A fee is paid to your plan's directed trustee or custodian for providing trustee or custodial services. This fee is paid from revenue we derive from your plan.	Trust Company Disclosure	State Street Trust Co, Reliance Trust Co or other Trustee