

ADMINISTRATIVE SERVICES AGREEMENT

THIS AGREEMENT, by and between _____
(hereafter called "Employer"), and The Lafayette Life Insurance Company (hereafter called "Lafayette Life"), an Ohio corporation of Cincinnati, Ohio, to provide administrative services for the Plan named below.

RECITALS:

WHEREAS, Employer has established or desires to establish a plan in order to provide certain retirement and other incidental benefits for its employees who qualify as participants thereunder;

WHEREAS, the plan is or will be entitled _____
_____ and shall hereafter be referred to as the "Plan";

WHEREAS, the Employer is or will be the Administrator of the Plan;

WHEREAS, the Plan provides or will provide authority to the Plan Administrator to employ persons to assist it in performing administrative services in connection with the Plan;

WHEREAS, the Employer desires to employ Lafayette Life and Lafayette Life is willing to be employed to perform certain administrative services in connection with the Plan on the terms and conditions herein set forth;

WHEREAS, the available administrative services listed in Section I of this Agreement and the fees and charges for such services are indicated in Section VI "Election of Services";

NOW THEREFORE, in consideration of the mutual promises and duties contained in this Agreement, the parties hereto agree as follows:

SECTION I

SERVICES WHICH ARE AVAILABLE FROM LAFAYETTE LIFE

- A. INSTALLATION SERVICES** - If selected in Section VI of this Agreement, or if otherwise requested by Employer and agreed to in writing by Lafayette Life after the date of this Agreement, Lafayette Life shall:
1. supply a Trust Document;
 2. provide the Employer's attorney with a sample Board Resolution for use in adopting the Plan and a sample notice for use in communicating the Plan to the employees;
 3. assist in applying for a Letter of Determination (if applicable) from the Internal Revenue Service.
 4. provide a draft Summary Plan Description to the Employer's attorney for approval, the final version of which is to be distributed to the plan participants.
 5. assist in applying for any identification numbers required by the IRS.
 6. prepare, or have prepared by a third party, an actuarial valuation or allocation of accounts for the initial plan year.
 7. assist in preparing the initial year's PBGC Comprehensive Premium Filing with the Pension Benefit Guaranty Corporation, if required.
- B. ANNUAL SERVICES** - If selected in Section VI of this Agreement, or if otherwise requested by Employer and agreed to in writing by Lafayette Life after the date of this Agreement, Lafayette Life shall:
1. request updated census and asset data prior to the Plan's anniversary date;
 2. provide an annual review consisting of the following information:
 - summary of eligible employees in the Plan;
 - summary of increases or decreases in insurance amounts, if applicable;
 - calculation of benefits and contribution requirements for the Plan;
 - actuarial certification, if required (Schedule SB);
 - calculation of vested benefits or vested account balances for all participants;
 - individual certificate reports for distribution to all participants;
 3. assist in preparing annual report forms (5500 and accompanying schedules), based upon the information furnished to Lafayette Life;
 4. assist in preparing the Form 990-BL filing, if required;

5. assist in preparing the Summary Annual Report (or Annual Funding Notice, as required) for the Plan Administrator's distribution to the Plan participants;
6. assist in preparing PBGC Comprehensive Premium Filing, if required;
7. upon request, calculate the vested benefit or vested account balance for all participants who terminate during the Plan year.

C. DEFINED CONTRIBUTION ANNUAL ASSET RECONCILIATION SERVICES

1. If selected in Section VI of this Agreement for Lafayette Life to provide asset reconciliation under this Section C.1., or if otherwise requested by Employer and agreed to in writing by Lafayette Life after the date of this Agreement, or in the event the Plan Administrator does not timely prepare and furnish to Lafayette Life the annual asset reconciliation after request by Lafayette Life pursuant to C.2. and Lafayette Life elects in its sole discretion (but without obligation) to provide asset reconciliation as the result thereof, Lafayette Life shall:
 - request information based upon asset information and vendor contact information furnished by the Employer on all assets held by the Plan, and
 - assist in preparing annual asset reconciliation based on the provided information.

The Employer and Plan Administrator shall timely provide to Lafayette Life all information and authorizations necessary for Lafayette Life to provide asset reconciliation under this Section C.1.

2. In the event that the Plan elects to perform its annual asset reconciliation and does not request Lafayette Life to provide, Lafayette Life will request updated annual asset reconciliation data from the Plan Administrator prior to the Plan's anniversary date.

D. TERMINATION SERVICES - If selected in Section VI of this Agreement, or if otherwise requested by Employer and agreed to in writing by Lafayette Life after the date of this Agreement, Lafayette Life shall:

1. provide a sample employer resolution for terminating the plan;
2. provide a sample Notice of Intent to Terminate for use in communicating the termination to plan participants;
3. provide final review consisting of the following information:
 - summary of eligible employees in the Plan;
 - summary of increases or decreases in insurance amounts, if applicable;
 - calculation of benefits and contribution requirements for the Plan;
 - actuarial certification, if required (Schedule SB);
 - calculation of vested benefits or vested account balances for all participants;
 - individual certificate reports for distribution to all participants.
4. assist in preparing final report forms (5500 and accompanying schedules), based upon the information furnished to Lafayette Life;
5. prepare final participant benefit calculations;
6. prepare plan document termination amendment (if applicable);
7. assist in preparing the PBGC Standard Termination Filings, if required.

E. ADDITIONAL SERVICES - If selected in Section VI of this Agreement, or if otherwise requested in writing by Employer and agreed to by Lafayette Life in writing, Lafayette Life shall provide such additional services.

F. OTHER SERVICES - Any other services not specifically set forth in Section VI that are requested by Employer and agreed to in writing by Lafayette Life after the date of this Agreement, such as preparation of 1099R forms, shall be reflected by a separate written agreement signed by the parties. Those services shall be provided at the rate specified in the separate written agreement, and if not specified, then at the hourly rate set forth in Section VI.

SECTION II

DUTIES OF EMPLOYER

The Employer agrees to furnish complete and accurate information to Lafayette Life in the requested form within 30 days after a request is made. The Employer further agrees to promptly furnish Lafayette Life with copies of any amendments to the Plan and to promptly notify Lafayette Life in writing of any facts concerning the Plan which may bear upon the services to be provided by Lafayette Life. Employer will promptly notify Lafayette Life of any regulatory or judicial investigations, inquiries, complaints or proceedings arising in connection with the Plan. The Employer shall be responsible for all legal and tax consequences of Employer's adoption of the Plan. In determining whether to adopt the Plan, the Employer has sought and relied on legal and tax advice from its own independent advisors.

SECTION III

RELATIONSHIP BETWEEN LAFAYETTE LIFE AND THE EMPLOYER

In no instance shall Lafayette Life be deemed the Administrator of the Plan as defined in Section 3(16) of ERISA, or for purposes of any other applicable federal, state or local law affecting or regulating the Plan. Lafayette Life shall be a service provider to the Plan and shall not have nor exercise discretionary authority, control, or responsibility over the Plan's management or administration. The Employer shall have the final responsibility and liability for all tax and compliance reporting required by the Internal Revenue Code, ERISA, or other federal, state or local law. Lafayette Life will not undertake to file any form or report on behalf of the Employer.

Lafayette does not act as an ERISA fiduciary or registered investment adviser with respect to the services Lafayette provides to your plan. Lafayette offers a platform of retirement products and services in which it has varying economic interests. Lafayette provides pension plan proposals among and investment information and education about these products and services that are not intended as disinterested fiduciary advice.

Lafayette Life shall be entitled to rely on all information furnished by or on behalf of the Employer, whether oral or in writing, given to Lafayette Life, without further investigation to independently verify the information. Lafayette Life shall have no liability for improperly prepared reports based upon inaccurate or incomplete information. Lafayette Life shall have no liability or responsibility for taking or permitting any action based upon information furnished by or on behalf of the Employer, and Lafayette Life shall be fully discharged from any and all liability for any amount paid to the Plan Administrator or paid in accordance with the directions of the Plan Administrator. Similarly, Lafayette Life shall have no liability for losses that result from Lafayette Life's inability to complete its work or provide services in the ordinary course of its business because Lafayette Life did not receive timely and complete information from the Employer, the Plan Administrator or from third parties in possession of plan information. Lafayette Life is not a party to the Plan and assumes no responsibility for the operation of the Plan.

Lafayette Life shall not be responsible for wrongful acts or omissions committed by the Employer, the Employer's agents or employees, or by any other third party that provide services or products to the Employer or the Plan. Employer agrees to indemnify Lafayette Life for and to hold it harmless from all demands, claims, damages, penalties, costs and fees (including reasonable attorney fees) incurred by or assessed against Lafayette Life, resulting from or relating to, directly or indirectly, (i.) any wrongful actions or omissions committed by Employer, Employer's agents or employees, or any other third party that provides services or products to the Employer or the Plan, or (ii.) any third-party products used as funding vehicles in the Plan. Lafayette Life shall not be responsible for any liability, penalty or claim arising out of the administration of the Plan prior to the effective date of this Agreement, and Employer agrees to hold harmless and indemnify Lafayette Life from and against any such liability, penalty or claim.

The sole obligation of Lafayette Life under this Agreement is limited to the proper application of the information supplied to Lafayette Life by the Employer. Lafayette Life shall be liable for damages with respect to the Plan services only to the extent such damages result directly and solely from Lafayette Life's gross negligence or willful misconduct in the rendering of such services. Any damages suffered as a result of any breach of performance by Lafayette Life shall be limited to actual direct damages, and shall not include consequential, punitive or exemplary damages.

Lafayette Life shall have no duty to provide services described in Section VI that are not selected by Employer or otherwise requested by Employer and agreed to in writing by Lafayette Life. Furthermore, Lafayette Life and its insurance producers do not provide legal or tax related services or advice. Lafayette Life shall not be responsible for any tax, retirement, financial, investment, pension plan related services or other services provided by any third party, including without limitation any insurance producer, and Employer agrees to hold Lafayette Life harmless as to any and all consequences of its acting upon or its reliance on such services.

SECTION IV

COMPENSATION OF LAFAYETTE LIFE

Lafayette Life shall be entitled to fees and charges in the amounts indicated on the Schedule of Fees, Section VI attached hereto, for the services selected in Section VI of this Agreement, the services otherwise requested by Employer and agreed to in writing by Lafayette Life after the date of this Agreement, and any services performed by Lafayette Life pursuant to Section I.C.1. Plans which have design features or specifications requiring special handling and plan changes which necessitate special handling may be subject to additional non-scheduled charges depending on the facts in each case. In such case, Lafayette Life will notify the Employer in writing as to the special handling required, and the additional charges which will be made.

Lafayette Life reserves the right to increase the fees and charges which are set out in the Schedule of Fees, Section VI and to add new fees and charges to the Schedule of Fees, Section VI, by providing 90 days prior written notice of any such increase or other changes.

All fees are due and payable upon receipt of billing from Lafayette Life. Upon termination of this Agreement, no pro rata refund of fees will be made. For payments made more than 30 days after the date of invoice, Employer shall pay interest at the rate of 1% per month until paid in full. If it becomes necessary for Lafayette Life, in its sole judgement, to employ outside counsel to collect any outstanding fees, Employer shall be responsible for all attorney fees, costs and expenses incurred.

SECTION V
MISCELLANEOUS

This Agreement forms the entire contract between the parties with respect to the transactions contemplated herein and supersedes all prior oral and written agreements, representations and understanding of the parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio to the extent not preempted by federal law, which shall otherwise control. The finding that any provision of this Agreement is unenforceable or invalid shall not affect the enforceability of the remainder of this Agreement, which shall remain in full force and effect.

After the date of this Agreement, Employer may select different services from the available administrative services listed in Section I by written notice to Lafayette Life, provided the selected different services are listed in Section I. In the event that Lafayette Life agrees in writing to provide any subsequently selected services, such agreed upon services shall be provided on the terms and conditions set forth in this Agreement and subject thereto.

No provisions of this Agreement may be amended, modified or superseded unless agreed to in writing and signed by the parties hereto. No waiver of any breach of this Agreement shall be deemed to be a waiver of any later breach or continuing waiver of any part of this Agreement. This Agreement, and any other such writing may only be executed on behalf of Lafayette Life by an officer at its Home Office in Cincinnati, OH. No agent of Lafayette Life is authorized to execute this Agreement or any other such writing on behalf of Lafayette Life, nor to provide any services hereunder on behalf of Lafayette Life.

If services are provided by an agent of Lafayette Life under agreement with the Employer, the agent acts independently and not as an agent for Lafayette Life. Lafayette Life assumes no responsibility for services performed by an agent or other third party.

This Agreement shall be of unlimited duration, but may be terminated at any time by the mutual written consent of the parties, or unilaterally by any party with or without cause, provided that party gives 30 days written notice to the other party before the termination date is to become effective.

SECTION VI
SCHEDULE OF FEES AND ELECTION OF SERVICES
FOR PLANS SOLD AFTER MARCH 27, 2017

Name of Plan: _____
The Employer elects to have Lafayette Life perform the following selected administrative services on the terms and conditions set forth in this Agreement:

- A. INSTALLATION SERVICES (Initial if Selected)**
- | | |
|--|-------|
| One Participant Defined Contribution Plan | \$300 |
| Non 401(k) Defined Contribution Plan | 1,000 |
| 401(k) Plan or Defined Benefit Plan | 1,250 |
| Cash Balance Plan or Takeover of Existing Plan | 2,250 |
- B. ANNUAL ADMINISTRATIVE SERVICES..... (Initial if Selected)**
- | | |
|--|-------|
| One Participant Defined Contribution Plan | \$500 |
| Non 401(k) Defined Contribution Plan | 1,250 |
| (Plus Additional charge of \$25 per participant based on prior year Form 5500 filing) | |
| 401(k) Defined Contribution Plan | 1,500 |
| (Plus Additional charge of \$25 per participant based on prior year Form 5500 filing) | |
| Fully Insured Defined Benefit Plan | 1,500 |
| One Participant Defined Benefit Plan | 1,500 |
| Defined Benefit Plan (if <u>not</u> combined with Profit Sharing Plan for testing) | 1,750 |
| (Plus Additional charge of \$25 per participant based on prior year Form 5500 filing) | |
| (Plus Additional charge of \$100 for PBGC-covered plans) | |
| Cash Balance Plan (if combined with Profit Sharing Plan for testing) | 4,500 |
| (Plus Additional charge of \$25 per participant based on prior year Form 5500 filing) | |
- C. DEFINED CONTRIBUTION ANNUAL ASSET RECONCILIATION SERVICES (Initial if Selected)**
- 401(k) Defined Contribution Plan**
- | | |
|---|-----------------------|
| First Non-Lafayette Life Asset with Annual Participant Report by Contribution Type | 0 |
| Each additional Non-Lafayette Life Asset with Annual Participant Report by Contribution Type | \$10 per participant |
| Each Non-Lafayette Life Asset with Annual Participant Report without Contribution Type | \$50 per participant |
| Each Non-Lafayette Life Asset with Participant Report other than Annual by Contribution Type | \$30 per participant |
| Each Non-Lafayette Life Asset with Participant Report other than Annual without Contribution Type | \$100 per participant |
- Non 401(k) Defined Contribution Plan**
- | | |
|--|----------------------|
| Non-Lafayette Life Assets after the First Non-Lafayette Life Asset | \$10 per participant |
|--|----------------------|
- (NOTE: If a plan provides its own asset reconciliation and Lafayette Life does not provide asset reconciliation, there is no charge under this section C. In the event that Lafayette Life provides Asset Reconciliation, the applicable fees and charges in this Section VI.C. shall apply. See section I.C.1. for additional information.)
- D. PLAN TERMINATION SERVICES..... (Initial if Selected)**
- | | |
|--|-----------------------|
| Defined Contribution Plan | \$1,500 |
| Defined Benefit Plan (non-PBGC Filer) | 1,500 |
| Defined Benefit Plan (PBGC Filer) | 3,000 |
| Defined Contribution Individual Participant Termination Calculations | \$75 per participant |
| Defined Benefit Individual Participant Termination Calculations | \$200 per participant |
- E. ADDITIONAL SERVICES (Initial if Selected)**
- | | |
|--|------|
| Defined Contribution Distribution (per participant) | \$75 |
| Includes Termination, Retirement, Death, Loan, In-Service, and Hardship distribution | |
| QDRO Review (per participant) | 200 |
| Defined Benefit Distribution (per participant) | 200 |
| Plan Document restatement (required by DOL/IRS) | 750 |
| Plan Document Amendment (discretionary plan redesign) | 250 |
| Interim Required Plan Amendment | 100 |
- F. OTHER SERVICES**
- | | |
|---|-------|
| Preparation of 1099-R (per participant) | \$50 |
| HOURLY RATE (see below) | \$200 |

Other Fees and Charges Applicable to Services Provided under this Agreement:

1. If recalculations are necessary due to erroneous or incomplete information supplied to Lafayette Life, an additional fee equal to 50% of the applicable annual service fee and per participant fee for such year will be charged.
2. A late fee of \$500 will be added if data required for completion of annual services is not received by Lafayette Life that is accurate and complete at least 30 days prior to the Form 5500 extended filing due date.
3. Cash Balance fee includes administration of any defined contribution plan that is aggregated for testing purposes. If Lafayette Life does not administer the defined contribution plan, the fee does not change.
4. A 10% annual service fee and per participant fee discount will apply to plans for which Lafayette Life holds all assets. (Does not apply to 401(k) or Fully Insured Defined Benefit Plans).
5. If it is necessary to file for a Letter of Determination, the IRS fee for such a request is an additional charge to be paid by the Employer.
6. Special Handling Design and/or Specifications will apply to all plans that provide for other than the Lafayette Life standard document elections.
7. An additional hourly rate as described above will apply when the Employer requests the following: rush requests, assistance in completion of Form 5330, assistance in completion of Form 5310, trust accounting, plan redesign and/or consulting deemed outside of the normal scope of annual services, other special handling requests, or requests outside the normal course of providing services as determined by Lafayette Life.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement of this _____ day of _____, 20_____.

_____ (Employer Name)

By: _____ (Signature)

Print Name: _____

Accepted for The Lafayette Life Insurance Company at its Home Office.

By: _____ (Lafayette Life)

Title: _____

Print Name: _____