Carruth Compliance Consulting, Inc.

403(b) Plan
Umbrella Hold Harmless and Information Sharing Agreement

This agreement applies to all 403(b) investment products currently offered and those to be offered to Public School Districts, Education Service Districts and Community Colleges that currently are, or in the future may become, clients of Carruth Compliance Consulting, Inc. ("CCC"). Each Full Service CCC client (as defined at www.ncompliance.com) will be designated as "Employer", an employee of Employer will be designated as "Employee", a participant in Employer's 403(b) Plan will be designated as "Participant", and an organization offering 403(b)(1) annuity contracts and/or 403(b)(7) custodial accounts will be designated as "Vendor" throughout this document. At any given time, the list of CCC clients (Employers) may be found on the web at www.ncompliance.com/employers.aspx. The Agreement shall upon execution become effective as to Employers identified on such website on the Vendor's signature date hereof, provided that sufficient documentation of such Employer's authorization described below is also there included, and as to additional Employers within a reasonable time after their inclusion on the website.

Vendor Name The Legend Group / ADSERV **Federal EIN** 65-0471815

CCC, Employer, and Vendor Agree

CCC represents that it has been authorized by each Employer to which this Umbrella Hold Harmless and Information Sharing Agreement ("Agreement") applies to enter into this Agreement on behalf of the Employer. CCC and Employer agree that the Employer, acting by and through CCC, will provide Vendor with accurate and complete Employer, Employee, and Participant information as Vendor requires to administer the Employer 403(b) Plan in compliance with Section 403(b) of the Internal Revenue Code of 1986, as amended ("Code") and related Treasury Department Regulations. The information to be provided includes, but is not limited to, Participant employment status and appropriate information about Participant accounts with other vendors.

Vendor agrees that it will provide CCC and the Employer with accurate and complete information about its accounts associated with any and all CCC client Employer 403(b) Plans as is necessary to ensure compliance with Code Section 403(b) and related Treasury Department Regulations. Information will be provided upon request from CCC with respect to individual transactions being processed by CCC, and otherwise as specifically provided in this Agreement or as agreed between CCC and Vendor. The information to be provided includes, but is not limited to, information relating to hardship distributions and outstanding or defaulted loans. Provision, use and retention of such information shall be consistent with applicable privacy requirements under applicable federal and state laws.

Carruth Compliance Consulting, Inc.

I hereby certify, on behalf of each Employer, that the Employer is eligible to sponsor a 403(b) Program and that CCC and Employer accept all liability for this determination. I further certify, on behalf of CCC and each Employer, that CCC and the Employer will comply with all obligations imposed on them under this Agreement. Authority for CCC to accept these responsibilities on behalf of each Employer has been granted via Power of Attorney documents available on the CCC website at www.ncompliance.com/authorization_letters.aspx. Employer, via its Plan Administrator, shall retain any authorities delegated to CCC should the Plan Administrator choose to exercise those authorities.

J. H. Carruth — 11/22/2008
Signature — Date

By: Harvey Carruth
President, Carruth Compliance Consulting, Inc.

Vendor Shared Information Should Be Delivered To:

Harvey Carruth
Carruth Compliance Consulting, Inc.
10555 SW Lady Marion Drive
Tigard, OR 97224
Phone: 503-968-8961
Fax: 503-968-7802
E-mail: jcarruth@ncompliance.com

Vendor Representative

I hereby certify that all investment products presently in force or to be placed in force for Employees of Employer are in compliance with all applicable Federal requirements for 403(b) Plans and all applicable State laws for states in which these products are marketed. I confirm that CCC will be notified immediately if any of these investment products cease to satisfy these criteria. I further certify that the Vendor I represent will comply with all obligations imposed on it under this Agreement.

[signature] — 11/30/08
Signature — Date

Glenn T. Ferris, Sr. Vice President
By: (Authorized Vendor Officer Name)

CCC Shared Information Should Be Delivered To:

Cynthia Kleymann
Name

3920 RCA Blvd., Suite 2004
Street Address

Palm Beach Gardens, FL 33410
City, State, Zip

(888) 883-6710
Phone

adserv403b@legendgroup.com
E-mail

1. By assignment of Power of Attorney to CCC in a separate document, Employer authorizes CCC to act on behalf of Employer with regard to all aspects of Employer's 403(b) Plan and authorizes Vendor to communicate directly with, and release information to, CCC as a designated Employer representative.

2. **Formats for Agreements between Vendors and CCC client Employers:** This Agreement is an Umbrella Hold Harmless and Information Sharing Agreement ("HH-ISA") between Vendor and CCC on behalf of all CCC client Employers, and makes Vendor eligible to receive contract exchanges within the plan and plan-to-plan transfers into the plan involving any participant in any 403(b) plan of any CCC client Employer. In some circumstances, a CCC client Employer and a Vendor may enter into an agreement that designates CCC as the Employer representative with which Vendor information is to be shared ("Direct ISA"). Vendors that enter into this Agreement will be notified of Vendors that have entered into a Direct ISA and, except as otherwise stated in the notice, may enter into contract exchanges and plan-to-plan transfers with those Vendors to the same extent that they may enter into contract exchanges and plan-to-plan transfers with Vendors covered by this form of HH-ISA. Collectively, HH-ISAs and Direct ISAs are "Employer ISAs."

3. CCC and Vendor agree that each shall exchange information necessary to ensure compliance of the Employer 403(b) Plan with Code Section 403(b) and Treas. Regs. §§ 1.403(b)-1 through 1.403(b)-11.

4. Employer agrees to make the 403(b) Plan available to all Employees under the eligibility rules set out in Internal Revenue Code Section 403(b)(1)(A)(ii) relating to Plans of public educational institutions.

5. Vendor shall offer only annuity contracts and/or custodial accounts, the terms of which comply with the provisions of applicable law, including, but not limited to, Section 403(b) of the Internal Revenue Code of 1986, as amended, and all applicable laws of the state in which Employer is located. Such annuities and/or custodial accounts shall be available for purchase by the Employer for any eligible Employee.

6. CCC and Employer agree that Vendor has no responsibility for calculating maximum allowable contributions (MAC), since Employer has secured the services of CCC to ensure that all 403(b) Plan contributions are in compliance with applicable law.

7. When CCC determines that contributions on behalf of a Participant must be reduced and/or suspended to avoid excess deferrals or amounts, Vendor agrees to accept such reduced or suspended contributions on behalf of its clients who are employed by Employer.

8. At CCC's discretion, CCC agrees to assign Vendor user names and passwords that allow Vendor to manage Vendor information and web links on a dedicated Vendor section of CCC's website at www.ncompliance.com.

9. CCC agrees to certify whether the Employer allows Participants to make **contract exchanges within** the Employer 403(b) Plan to 403(b) qualified annuity contracts and/or custodial accounts of Vendor, subject to Treas. Regs. §§ 1.403(b)-1 through 1.403(b)-11.

10. CCC agrees to certify whether the Employer allows Participants to make **plan-to-plan transfers into** the Employer 403(b) Plan to 403(b) qualified annuity contracts and/or custodial accounts of Vendor, subject to Treas. Regs. §§ 1.403(b)-1through 1.403(b)-11.

11. CCC agrees to certify whether the Employer allows Participants to make **direct rollover contributions into** the Employer 403(b) Plan to 403(b) qualified annuity contracts and/or custodial accounts of Vendor, subject to Treas. Regs. §§ 1.403(b)-1through 1.403(b)-11.

12. CCC agrees to certify whether the Employer allows Participants to make **plan-to-plan transfers out of** Employer 403(b) Plan accounts into 403(b) qualified annuity contracts and/or custodial accounts of other employer plans, subject Treas. Regs. §§ 1.403(b)-1through 1.403(b)-11.

13. Vendor agrees that all contract exchanges within the same plan, all plan-to-plan transfers, and all direct rollover contributions **received** by Vendor which are subject to the terms of this Agreement will be invested only in annuity contracts or custodial accounts, the terms of which comply with the provisions of applicable law, including, but not limited to, Code Section 403(b), Treas. Regs. §§ 1.403(b)-1 through 1.403(b)-11, and all applicable laws of the state in which each Employer is located. Such annuities and/or custodial accounts shall be available for purchase by the Employer for any eligible Employee.

14. **Contract Exchanges Within the Plan (Vendor Releasing Funds):** After the effective date of this Agreement, and while this Agreement remains in effect, Vendor agrees to restrict released contract exchanges within the Employer 403(b) Plan to accounts of vendors that have entered into Employer ISAs. Vendor may rely upon the list of vendors eligible to receive exchanges and transfers maintained on CCC's website at www.ncompliance.com/isa_list.html. CCC shall be solely responsible for determining that the Employer plan provides for such exchanges, as required by Treas. Reg. § 1.403(b)-10(b)(3)(C), and for obtaining reasonable assurances from the receiving vendor that the remaining requirements of Treas. Reg. § 1.403(b)-10(b)(3) have been or will be satisfied. CCC's indemnification obligation in paragraph 36 shall specifically apply to any and all damages Vendor incurs as a direct result of allowing contract exchanges that have been authorized by CCC, if: (i) the Plan does not provide for such exchanges, or (ii) the receiving vendor account fails to satisfy the remaining requirements of Treas. Reg. § 1.403(b)-10(b)(3) and CCC failed to obtain reasonable assurances from the receiving vendor that those requirements have been or will be satisfied. For this purpose, "reasonable assurances" include, but need not be limited to, requiring the receiving vendor to enter into an Employer ISA.

15. **Contract Exchanges Within the Plan (Vendor Receiving Funds):** By entering into this Agreement, Vendor becomes eligible to accept allowable contract exchanges **received within** the Plan from Participants in the Plan. Contract exchanges **received within** the Plan are subject to any applicable Treasury Regulations and CCC stipulations specified in paragraphs 13-14 of this Agreement. Vendor agrees to accept responsibility for ensuring compliance with Sections 6.4(b) and 6.4(c) of the model plan language in the appendix to Rev. Proc. 2007-71.

16. **Plan-to-Plan Transfers Into the Plan:** By entering into this Agreement, Vendor becomes eligible to receive allowable plan-to-plan transfers into the Plan from Participants in the Plan. Plan-to-plan transfers into the Plan are subject to any applicable Treasury

Regulations and CCC stipulations specified in paragraph 13 of this Agreement. Vendor agrees to accept responsibility for ensuring compliance with Section 6.2 of the model plan language in the appendix to Rev. Proc. 2007-71.

17. **Direct Rollover Contributions Into the Plan:** By entering into this Agreement, Vendor becomes eligible to receive allowable direct rollover contributions into the Plan from Participants in the Plan. Direct rollover contributions into the Plan are subject to any applicable Treasury Regulations and CCC stipulations specified in paragraph 13 of this Agreement. Vendor agrees to accept responsibility for ensuring compliance with Section 6.2 of the model plan language in the appendix to Rev. Proc. 2007-71.

18. **Plan-to-Plan Transfers Out Of the Plan:** Vendor shall not permit any allowable plan-to-plan transfer from an account in the Employer's 403(b) plan to an account in a different employer's 403(b) plan unless the receiving vendor demonstrates to the satisfaction of Vendor that: 1) the receiving plan allows plan-to-plan transfers into the plan; and 2) the receiving vendor accepts responsibility for ensuring compliance with Section 6.3 of the model plan language in the appendix to Rev. Proc. 2007-71 on behalf of the receiving employer.

19. Allowable contract exchanges, plan-to-plan transfers and direct rollover contributions described in paragraphs 9-18 do not require signatures from either CCC or the Employer. Vendor agrees to accept as sufficient Employer authorization to process contract exchanges, plan-to-plan transfers and direct rollover contributions described in paragraphs 9-11 and paragraphs 13-17 copies of either: 1) the Employer authorization letter or Power of Attorney and the appropriate CCC HH-ISA or 2) the appropriate Employer Direct ISA with the receiving vendor. Copies of these documents are maintained on the CCC website at www.ncompliance.com. However, paragraphs 14-18 impose additional responsibilities on the receiving vendor.

20. Vendor agrees that neither Employer nor CCC will be responsible in any way for allocation among the various Vendor funds of amounts received by Vendor as a result of a contract exchange within the Employer 403(b) Plan or a plan-to-plan transfer. Rather, allocation of such amounts among Vendor's separate accounts and funds will be handled entirely between Vendor and Participants.

21. Vendor agrees that neither Employer nor CCC will be responsible for allocation of a Participant's total monthly contribution to Vendor among various Vendor funds. Rather, Employer will remit contributions by check or electronically, at Employer discretion, along with Employer generated documentation of total amounts to be credited to individual Participant accounts with Vendor, designating distinct contribution type amounts separately (Employee Traditional and Roth Elective Deferrals, Employer In-Service and Post-Severance Contributions). Allocation of contributions among Vendor's separate accounts and funds will be handled entirely between Vendor and Participants.

22. Upon request from CCC as contemplated herein, Vendor agrees to provide complete and accurate information regarding any hardship distributions made from any Vendor account associated with any Employer covered by this Agreement. Information requests from CCC shall include the Social Security Number of each individual with respect to whom information is requested. **Effective January 1, 2009**, Vendor shall promptly notify CCC of any requests it receives for hardship distributions from accounts associated with any Employer covered by this Agreement.

23. **Effective January 1, 2009**, if allowed under the Employer Plan, CCC agrees to administer **hardship distributions** in accordance with Treas. Reg. § 1.403(b)-6(d)(2). If hardship distributions are offered under Vendor's products, CCC agrees to be responsible for authorizing applications for hardship distribution in accordance with Treas. Reg. 1.401(k)-1(d)(3) using Hardship Distribution Application Forms provided by Vendor. Vendor agrees to process a hardship distribution request **received on or after January 1, 2009**, only when instructed to do so by CCC. Also, CCC shall be responsible for notifying Employer to suspend Elective Deferrals for six months following a Hardship Distribution.

24. Upon request from CCC as contemplated herein, Vendor agrees to provide complete and accurate information regarding any outstanding or defaulted loan related to any Vendor account associated with any Employer covered by this Agreement. Information requests from CCC shall include the Social Security Number of each individual with respect to whom information is requested. **Effective January 1, 2009**, Vendor shall promptly notify CCC of any loan requests it receives with respect to accounts associated with any Employer covered by this Agreement.

25. **Effective January 1, 2009**, if allowed under the Employer Plan, CCC agrees to administer **loans** in accordance with Treas. Reg. § 1.403(b)-6(f). If loans are offered under Vendor's products, CCC and Vendor agree to administer such loans in accordance with Internal Revenue Code Section 72(p) and the IRS final loan regulations. CCC agrees to be responsible for authorizing applications for loans using Loan Application Forms provided by Vendor. Also, CCC, subject to receipt of sufficient information from the Vendor, shall be responsible for determining and communicating the status of a Participant's pending, existing, and/or outstanding loans against 403(b) accounts under Employer's 403(b) Plan. Vendor agrees to process a loan request **received on or after January 1, 2009**, only when instructed to do so by CCC.

26. Vendor acknowledges that, **effective January 1, 2009**, CCC has the sole authority to determine whether Domestic Relations Orders relating to Vendor accounts associated with any Employer covered by this Agreement meet the applicable requirements of Code Section 414(p)(1)(A)(i), as applied to governmental plans. Vendor agrees to administer those Domestic Relations Orders **received on or after January 1, 2009**, in accordance with instructions from CCC.

27. CCC agrees to monitor contributions on behalf of Participants to ensure that contributions do not exceed limits imposed by IRC Sections 402(g), 414(v), and 415(c). Employer reserves the right to reduce, suspend, and/or reinstate contributions at any time, to ensure compliance.

28. Vendor agrees to make corrective distributions of excess deferrals or amounts, adjusted for earnings or losses through the distribution date, when CCC makes such requests under Revenue Procedure 2008-50, later applicable Revenue Procedure, or IRS audit closing agreement.

29. In the event of an income tax audit of Employer, or as otherwise may be reasonably necessary to enable CCC or Employer to comply with applicable law, Vendor agrees that it shall extend its cooperation in providing necessary information to CCC and Employer regarding products provided by Vendor to Employees of Employer, provided such information was maintained or prepared by Vendor in providing such products. This provision shall survive the termination of this Agreement.

30. **Effective January 1, 2009**, upon request from Vendor, CCC agrees to provide all information necessary to determine eligibility for a distribution from a Vendor account associated with any Employer covered by this Agreement, including information regarding whether an Employee has had a severance from employment or has reached age 59½, provided however that Vendor may rely upon its own records regarding the Employee's date of birth. Information requests from Vendor shall include the Social Security Number of each individual with respect to whom information is requested.

31. Vendor agrees to provide direct rollover options as required by law, and to require certification that a rollover of all or a portion of any account value is an eligible rollover distribution. Vendor agrees that certification will not be required for Participant distribution requests when the Participant is at least 59 ½ years of age, since in-service distributions are permitted in all CCC Client Employer Plans.

32. **Effective January 1, 2009**, Vendor and CCC agree to provide each other with complete and accurate information necessary to calculate and make all distributions from Vendor accounts associated with any Employer covered by this Agreement in accordance with Code Sections 401(a)(9) and 403(b)(10), and the Treasury Department Regulations issued thereunder. Vendor agrees to provide appropriate notification regarding minimum required distributions directly to Participants and their death beneficiaries. CCC agrees to determine eligibility for postponement of minimum required distributions due to continued employment with Employer upon request from Vendor.

33. Vendor shall be responsible for reporting and withholding taxes on distributions it makes directly to Employees and/or their Beneficiaries, as appropriate. For annuity or custodial accounts that permit Participant-directed distribution requests through Vendor, the reason for the distribution shall be certified by CCC so that the restrictions of applicable law are met.

34. Vendor agrees that it shall require, within its capacity to control, that all agents marketing its products comply with all Employer policies regarding solicitation of Employees.

35. Vendor agrees to indemnify and hold harmless CCC, Employer, any individual member of Employer's governing board, and Employees from every claim, demand or suit which may arise out of, be connected with, or be made by reason of the negligence of Vendor or failure of Vendor to meet the requirements of this Agreement or any provision of applicable law referenced herein. Notwithstanding the preceding sentence, this indemnification shall not cover any claim, demand, or suit based on erroneous information provided by CCC, Employer, or its Employees or their willful misconduct or negligence, nor shall Vendor be liable under this paragraph 35 more than once with respect to the same claim if such claim is asserted by CCC and by Employer (including any board member or Employee of Employer). Vendor, at its own expense and risk, shall defend, or at its option settle, any court proceeding that may be brought against CCC, Employer, including members of the governing board, or Employees on any claim, demand or suits covered by this indemnification, and shall satisfy any judgment that may be rendered against any of them with respect to any such claim or demand, provided that CCC or Employer notifies Vendor, in writing, within a reasonable period of time of no less than 20 business days of such claim or demand. Vendor's liability hereunder shall be limited to actual damages and out-of-pocket legal fees and expenses only.

36. CCC agrees to indemnify and hold harmless Vendor from every claim, demand or suit which may arise out of, be connected with, or be made by reason of the negligence of CCC or failure of CCC to meet the requirements of this Agreement. Notwithstanding the preceding sentence, this indemnification shall not cover any claim, demand, or suit based on erroneous information provided by Vendor or Vendor's willful misconduct or negligence. CCC, at its own expense and risk, shall defend, or at its option settle, any court proceeding that may be brought against Vendor on any claim, demand or suits covered by this indemnification, and shall satisfy any judgment that may be rendered against Vendor with respect to any such claim or demand, provided that Vendor notifies CCC, in writing, within a reasonable period of time of no less than 20 business days of such claim or demand. CCC's liability hereunder shall be limited to actual damages and out-of-pocket legal fees and expenses only. CCC shall maintain sufficient insurance to cover reasonably anticipated claims under this paragraph 36 and shall provide to Vendor documentation of such coverage within a reasonable time following receipt of a request for such documentation.

37. This Agreement shall become effective on the date it has been signed by both parties, and shall remain in effect until terminated in accordance with paragraph 38.

38. This Agreement may be terminated by CCC or Vendor as to any Employer(s) or as to all Employers upon thirty (30) days' written notice to the other party, provided that no such termination shall affect any liability incurred by CCC or Vendor prior to such termination. Notwithstanding the foregoing, the parties' obligations under this Agreement to share information and to restrict transfers and withdrawals shall survive the termination of this Agreement, as to such terminated Employer(s), until all accounts with respect to such Employer(s) subject to this Agreement have been fully distributed or until Vendor has entered into a new hold harmless and information sharing agreement governing those accounts, provided however that such survival shall end upon termination by such Employer(s) of its (their) relationship with CCC as referenced in paragraph 1 hereof. CCC agrees to notify Vendor of any Employers in which the contract to provide compliance assurance and plan administrative services is terminated. Notification of such contract termination shall be provided in advance of the contract termination date.

39. This Agreement contains the entire agreement of the parties regarding the subject matter contained herein, and supersedes all prior agreements between Vendor and CCC relating to the same subject matter.

40. This Agreement may be amended at any time by mutual written agreement of the parties. The parties further agree that they will enter into any further amendments or separate agreements as may be reasonably necessary to ensure that the Employer complies with the information sharing requirements of Treas. Reg. Section 1.403(b)-10(b) or any guidance issued by the Internal Revenue Service thereunder.

41. In the event of any dispute between the parties regarding their rights or duties under this Agreement, or regarding the interpretation of this Agreement, the prevailing party shall be entitled to its reasonable costs, including attorney and paralegal fees, through and including any appeals.

42. Failure of either party to require performance of any duty of the other party or otherwise to enforce any right under this Agreement shall not constitute a waiver of that party's right to enforce any other provision of this Agreement.

43. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon.