

Carruth Compliance Consulting, Inc.

403(b) Plan Information Sharing Agreement

This agreement applies to all 403(b) investment products currently offered and those to be offered to Public School Districts and/or Education Service Districts that currently are, or in the future may become, clients of Carruth Compliance Consulting, Inc. Carruth Compliance Consulting, Inc. will be designated as "CCC", each CCC client 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/client/currentclients.html.

Vendor Name MetLife Federal EIN 13-5581829

CCC, Employer, and Vendor Agree

CCC and Employer (via authorization letter) 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, the employment status of Participants and appropriate information about Participants 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. The information to be provided includes, but is not limited to, information relating to hardship distributions and outstanding or defaulted loans.

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 Federal requirements for 403(b) Plans and all State laws 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.

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.

Signature J. H. Carruth Date 2/15/2008

By: Harvey Carruth
President, Carruth Compliance Consulting, Inc

Signature [Signature] Date 1/3/08

By: (Authorized Vendor Officer Name) Thomas G. Hogan, Jr.

Vendor Share Information Should Be Delivered To:

Harvey Carruth
Carruth Compliance Consulting, Inc.
10555 SW Marion Drive
Tigard, OR 97144
Phone: 503-968-8961
Fax: 503-968-702
E-mail: hcarruth@ncompliance.com

CCC Shared Information Should Be Delivered To:

Name MetLife
Street Address 400 Atrium Dr.
City, State, Zip Somerset, NJ 08873
Phone (732) 652-1221
Fax (732) 652-1410
E-mail Hogan1@metlife.com

1. As described in an authorization letter directed to "To whom it may concern," a copy of which has been provided to Vendor, each Employer has authorized CCC to act on its behalf with regard to all aspects of Employer's 403(b) Program and has authorized Vendor to communicate directly with, and release information to, CCC as a designated Employer representative and Third Party Administrator. Vendor agrees that it will provide the information required by this Agreement directly to CCC in accordance with the authorization letter described above unless and until it receives contrary written instructions from CCC or the Employer.
2. In accordance with the authorization letter described in paragraph 1, CCC agrees that it will provide Vendor any and all Employer information needed 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.
3. CCC certifies that each Employer allows its Employee 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.
4. CCC certifies that each Employer allows its Employees to make plan-to-plan transfers into 403(b) qualified annuity contracts and/or custodial accounts of Vendor, subject to Treas. Regs. §§ 1.403(b)-1 through 1.403(b)-11.
5. Vendor agrees that all contract exchanges within the same plan and all plan-to-plan transfers received by Vendor 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. After September 24, 2007, Vendor agrees to restrict contract exchanges and plan-to-plan transfers from Employer 403(b) Plan accounts to vendors designated by CCC. Vendor shall not make any transfer to a vendor outside the Plan unless the outside vendor enters into an information sharing agreement acceptable to CCC.
6. 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.
7. Upon request from CCC, 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. Vendor shall also promptly notify CCC of any requests it receives for hardship distributions from accounts associated with any Employer covered by this Agreement.
8. CCC agrees to administer hardship distributions in accordance with Treas. Reg. § 1.403(b)-6(d)(2). Vendor agrees to process a hardship distribution request only when instructed to do so by CCC.
9. Upon request from CCC, 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. Vendor shall also promptly notify CCC of any loan requests it receives with respect to accounts associated with any Employer covered by this Agreement.
10. CCC agrees to administer loans in accordance with Treas. Reg. § 1.403(b)-6(f). If a Vendor account for a Participant permits loans, Vendor agrees to process a loan request only when instructed to do so by CCC.
11. 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. Information requests from Vendor shall include the Social Security Number of each individual with respect to whom information is requested.
12. Vendor acknowledges that 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 in accordance with instructions from CCC.
13. 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.

14. 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. 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. 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.
15. 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.
16. 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 17.
17. This Agreement may be terminated by CCC or Vendor 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 shall survive the termination of this Agreement until all accounts subject to this Agreement have been fully distributed or until Vendor has entered into a new information sharing agreement governing those accounts.
18. 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.
19. This Agreement may be amended at any time by mutual written agreement of the parties. The parties further agree that, on or before December 31, 2008, they will enter into any further amendments or separate agreements as may be reasonably necessary to ensure that the Employer is contractually obligated to comply with the information sharing requirements of Treas. Reg. Section 1.403(b)-10(b) or any guidance issued by the Internal Revenue Service thereunder.
20. 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.
21. 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.
22. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon.