

**PLAN ADMINISTRATIVE SERVICES  
AGREEMENT**

**Among**

**City of Jonesboro,**

**City of Jonesboro, AR Non-Uniformed Employees 457(b)  
Retirement Savings Plan,**

**First Security Bank**

**and**

**INTRUST Bank, N.A.**

## PLAN ADMINISTRATIVE SERVICES AGREEMENT

This Plan Administrative Services Agreement ("Agreement") among **City of Jonesboro, AR Non-Uniformed Employees 457(b) Retirement Savings Plan** ("Plan"), **City of Jonesboro** ("Employer")<sup>1</sup>, **First Security Bank** ("First Security"), and **INTRUST Bank, N. A.** ("INTRUST," "Custodian" "Participant Recordkeeper" and/or "Participant Educator"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, effective on the 1<sup>st</sup> day of **January**, 2014, and shall remain in effect from Plan Year to Plan Year until terminated or amended in a writing signed by the Plan, Employer and INTRUST.

This Agreement addresses administrative services only. The Plan's document and/or trust agreement defines the Trustee duties. The Investment Policy Statement for the Plan provides guidance to the Employer, the Trustee, and any Investment Committee or Investment Adviser named by the Employer in the discharge of their fiduciary responsibilities. As Trustee of the Plan, First Security has fiduciary responsibilities and is required by ERISA to act solely in the interest of participants and beneficiaries for the exclusive purposes of providing benefits under the Plan and defraying the reasonable expenses of Plan administration with the care, skill, prudence and diligence under the circumstances then prevailing as would a prudent person acting in a like capacity and familiar with such matters in accordance with the Plan to the extent that the Plan is consistent with ERISA. INTRUST, as Custodian, is not a fiduciary to the Plan but has the duty to hold and safeguard the Plan's assets, and INTRUST as the Participant Recordkeeper and Participant Educator has no fiduciary responsibilities to the Plan. Depending on other duties and responsibilities agreed to herein, First Security and/or INTRUST may have fiduciary responsibilities to the Plan and its participants depending on the other duties performed. Fiduciary responsibility will be determined based on whether First Security or INTRUST has final discretionary decision making authority or is simply assisting the Plan Administrator in reviewing and processing participant requests.

For and in consideration of the payments, promises and covenants called for herein, the sufficiency and receipt of which is hereby acknowledged, Plan, Employer, First Security and INTRUST agree as follows:

### Agreement

1. **Trustee Responsibilities.** The responsibilities of the Trustee are stated in the Plan's trust provisions or in the Plan's trust agreement.
2. **Custodian Responsibilities.** During the term of this Agreement, INTRUST agrees to perform the following custodial services for the Plan.
  - (a) Maintain accurate records of all financial transactions for the Plan including, but not limited to, employer contributions, participant contributions, if applicable, distributions, withdrawals, investment purchases and sales, investment gains and losses and any administrative fees and expenses.
  - (b) Provide quarterly trust account statements and an annual account statement

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<sup>1</sup> Employer is also the Plan Administrator unless a Plan Administrator is named in this Agreement.

to the Employer electronically. In the event the trust is to be valued only at the end of each Plan Year, Custodian will provide only an annual trust account statement to the Employer electronically. Paper trust statements can be provided if specifically requested by the Employer.

- (c) Process and issue benefit distributions and withdrawals. Benefit distributions and withdrawals will be mailed regular mail through the U. S. Post Office unless participant requests another means of delivery and provides necessary delivery instructions.
- (d) Process direct rollovers to qualified retirement plans or individual retirement accounts in accordance with participant instruction.
- (e) Prepare and mail federal Internal Revenue Service Form 1099-Rs to all participants, beneficiaries and alternate payees receiving Plan distributions.
- (j) Prepare and file all required Federal Internal Revenue Service Form 945s with the Internal Revenue Service.

3. **Participant Recordkeeping Responsibilities.** During the term of this Agreement, INTRUST agrees to the following responsibilities in its role as Participant Recordkeeper for the Plan:

- (a) Maintain records for individual Plan participant account balances.
- (b) Allocate contributions to the eligible participant accounts in accordance with the provisions of the Plan.
- (c) Calculate and record participant distributions resulting from termination of service, retirement, disability or death in accordance with Plan provisions and based on information provided by Employer or Employer's agent.
- (d) Record in-service distributions and hardship withdrawals made to Plan participants at the request of a Plan participant and as approved.
- (e) Prepare reconciliation of Plan assets to determine the amount of investment gains/losses including investment income, realized and unrealized gains/losses and administrative expenses.
- (f) Prepare reconciliation of Plan assets and participant account balances for each investment fund and for the Plan as a whole.
- (g) Prepare and post ERISA compliant individual participant statements to each participant's account on the Retirement Plan Information System following quarter end. Participant statements will be mailed to all participants only at the Employer's specific request or mailed to any participant who specifically requests a paper statement.
- (h) Provide a semi-annual Administrative Report containing copies of participant account records and all Plan asset reconciliations to Employer unless the Plan is valued only at the end of each Plan Year. In that case, only an annual Administrative Report will be provided.

- (i) Prepare and deliver the Plan's 5500 informational return to Employer for filing if asked to do so.
- (j) Prepare and deliver the Plan's Summary Annual Report to Employer or to Participants if requested.
- (k) Perform the following Plan tests if applicable: (1) actual deferral percentage ("ADP"), (2) actual contribution percentage ("ACP"), (3) 410(b) coverage, (4) 402(g) limit, (5) top-heavy, (6) 415 annual additions limit, and (7) 414(s) compensation.
- (l) Calculate refund amounts with respect to the ADP test, ACP test, 402(g) limit and 415 test in accordance with the Plan and federal regulations based on information provided by Employer or Employer's agent.
- (m) Provide calculations for Employer matching contribution, nonelective contribution and/or safe harbor contributions when requested.
- (n) Update fund values daily if the Plan is valued on a daily basis.
- (o) Process investment trades as requested.
- (p) Provide standard voice response services and standard Internet services.
- (q) Provide loan origination services, if applicable, including verification of amount available for loan, preparation of promissory note and security agreement.
- (r) Provide loan maintenance services including individual accounting of loan payments, reinvestment of loan payments and maintenance of outstanding loan balance. This service includes providing loan reports to Employer informing Employer of the loan amount, loan term and amount of loan payments each pay period.
- (s) Provide separate accounting for Individually Directed Accounts or Self-Directed Brokerage Accounts, if applicable.
- (t) Provide access to a call center for participant questions Monday through Friday from 7:00 a.m. to 7:00 p.m.
- (u) Process and calculate contribution splits by investment fund for each contribution within 3 business days after receiving complete and accurate information from Employer.
- (v) Provide consulting services as requested with respect to discrimination testing and coverage.
- (w) Provide contribution calculations for cross tested plans, if applicable.

4. **Participant Educator Responsibilities.** During the term of this Agreement, INTRUST will make the following participant education services available to the Plan and its participants:

- (a) Provide enrollment packets to the Plan Administrator containing the following information pertinent to the Plan:
  - Enrollment form or Election to Override Automatic Enrollment form for participant to indicate salary deferral percentage and investment elections.
  - Beneficiary Designation form
  - Plan Detail Sheet summarizing eligibility, contribution and vesting requirements
  - Fund Fact Sheets for each mutual fund or stable value fund offered as an investment option within the Plan
  - Investment Options sheet listing mutual fund asset classes, style and Tickers for each investment option offered in the Plan. If your Plan offers investment models rather than individual mutual funds and a stable value fund, this sheet will indicate the asset allocation for each of the models available.
  - All annual notices required for the Plan
  - Annual Participant Fee Disclosure Statement and Investment Comparative Chart
  - Rollover Packet
  - Instructions on how to access the Voice Response Unit, the Retirement Plan Information System ("RPIS") and the Customer Solutions Center
- (b) On-site participant education meetings pursuant to the education plan developed by Employer and NestEgg U and covering a wide range of retirement related topics.
- (c) Provide targeted campaigns to increase participation or increase deferrals

5. **Other Duties.** During the term of this Agreement, First Security, if requested, agrees to provide the following to assist the Employer in administering the Plan:

- (a) A prototype plan document for Employer's adoption,
- (b) All necessary regulatory amendments associated with the prototype plan document.
- (c) Any amendments to the Plan's Adoption Agreement as requested by Employer.

- (d) Suggested adopting resolutions and a Certificate of Adopting Resolutions for actions concerning the Plan.
- (e) Assist Employer in compiling information for any IRS or DOL audit, examination or investigation.
- (f) Attend Plan Committee meetings.

During the term of this Agreement, First Security, if requested, agrees to perform the following to assist the Employer in administering the Plan:

- (a) Plan Investment Policy Statement for the Plan's consideration and adoption.
- (b) Provide fee benchmark analysis to Employer to assist Employer in performing its fiduciary responsibility to review Plan service providers and fees charged.

Duties Employer requests to be provided are listed on the Addendum to Plan Administrative Services Agreement.

6. **ERISA §3(16) Responsibilities.** During the term of this Agreement, INTRUST will assume the following fiduciary responsibilities if such responsibilities are delegated to INTRUST by the Employer on the Addendum to the Plan Administrative Services Agreement:

- (a) If applicable, develop and implement a Plan Loan Program and Loan Policy and act as the Loan Administrator for the Plan's Loan Program.
- (b) Develop and implement a Qualified Domestic Relations Order Procedure and Checklist for the Plan, act as QDRO Administrator, review all domestic relations orders ("DRO") submitted to the Plan, complete the QDRO Checklist, determine whether the DRO meets or does not meet the requirements of IRC § 414(p), notify the participant and the alternate payee of the determination and deliver distribution paperwork to the alternate payee.
- (c) Develop required annual notices for the Plan.
- (d) Deliver required annual notices for the Plan to the Employer if the Employer utilizes and has available a means of communicating with active participants electronically and such means of communication meets the Department of Labor and the Internal Revenue Service electronic delivery requirements. In that instance, Employer will be responsible for delivering the required notices to the currently employed eligible participants and INTRUST will mail the notices to any terminated participants, alternate payees or beneficiaries when required.
- (e) Mail required annual notices for the Plan to all participants, alternate payees or beneficiaries if Employer does not have a means of communicating with active participants electronically.
- (f) Develop the Annual Participant Fee Disclosure Statement and Investment Comparative Chart for the Plan.
- (g) Deliver Annual Participant Fee Disclosure Statement and Investment Comparative Chart to Employer for delivery to all eligible Plan participants if

the Employer utilizes and has available a means of communicating with eligible employees electronically and such means of communication meets the Department of Labor electronic delivery requirements. In that instance, Employer will be responsible for delivering the Annual Participant Fee Disclosure Statement and Investment Comparative Chart to all eligible Plan participants and INTRUST will mail the Annual Participant Fee Disclosure Statement and Investment Comparative Chart to any terminated participants, alternate payees or beneficiaries.

- (h) Mail Annual Participant Fee Disclosure Statement and Investment Comparative Chart to all eligible participants, alternate payees or beneficiaries if Employer does not have a means of communicating with active participants electronically.
- (i) Develop and deliver enrollment materials, beneficiary designation forms and any Plan communications to Plan Administrator.
- (j) Develop and make available to participants, alternate payees and beneficiaries all distribution and withdrawal forms.
- (k) Approve or deny all distribution or withdrawal requests after review of all information submitted. If additional information is needed to approve the request, INTRUST will contact the person and ask for additional supporting documentation of information.

All items addressed above shall be developed based on the provisions of the Plan's document and any reviews to approve or deny participant, alternate payee or beneficiary requests shall be made based on information provided by Employer or Employer's agent. INTRUST shall be entitled to rely upon the accuracy and completeness of all information furnished to them by Employer or by any person designated to act on behalf of Employer or the Plan.

7. **Employer Responsibilities.** During the term of this Agreement, Employer will be responsible for the following Plan administration activities:

- (a) If Employer does not adopt the prototype plan document provided by Custodian, Employer is responsible for providing First Security and Custodian a current plan document including all amendments, and a current determination letter for the document issued by the Internal Revenue Service prior to the commencement of any work.
- (b) Adopt a Plan Investment Policy Statement as required by the Employee Retirement Income Security Act of 1974 as amended from time to time.
- (c) Adopt a Plan policy for participant loans, if applicable, under the provisions of the Plan.
- (d) Adopt Qualified Domestic Relations Orders procedures to determine the qualified status of domestic relations orders.
- (e) Deliver Summary Plan Descriptions and any Notices of Material Modification

to all eligible participants and any alternate payees or beneficiaries receiving benefits under the Plan.

- (f) Deliver annual Plan notices and Annual Participant Fee Disclosure Statements and Investment Comparative Charts to all eligible participants if Employer utilizes an electronic means of communication with employees that meets the Department of Labor and the Internal Revenue Service electronic delivery requirements.
- (g) Deliver enrollment packets to all employees eligible to participate in the Plan
- (h) Procure a fidelity bond in compliance with ERISA §412.
- (i) Determine the amount of any discretionary contributions and deliver contributions to Custodian in a timely manner in accordance with Plan provisions and federal regulations.
- (j) Process salary deferral contributions and loan payments, if applicable, through payroll deduction and deliver contributions and loan payments to Custodian in a timely manner.
- (k) Calculate company matching contributions, if applicable, and deliver contributions to Custodian in a timely manner.
- (l) Provide proper authorization for all Plan distributions, withdrawals, and participant loans, if applicable, to Custodian unless INTRUST assumes this responsibility as set forth in Section 5 of this Agreement.
- (m) Provide, on a timely basis, employee information such as social security number, dates of hire, dates of birth, dates of termination of employment, addresses, compensation amounts, and any other information required to perform services under this Agreement through the Participant Recordkeeper's secure website or in an encrypted format.
- (n) Provide, on a timely basis, employee and employer contributions in formats specified by Participant Recordkeeper.
- (o) Provide names of individuals authorized to act on behalf of the Plan and notify First Security and Custodian of any changes as soon as anyone is added or deleted.

First Security and INTRUST shall be entitled to rely upon the accuracy and completeness of all information furnished to them by Employer or by any person designated to act on behalf of Employer or the Plan.

In the event Employer fails to transmit employee information through the secure website provided by Participant Recordkeeper or in an encrypted format, Participant Recordkeeper assumes no responsibility or liability for the security of the information transmitted or delivered by Employer.

Should First Security or INTRUST, at the direction of Employer, commence work prior to receipt of the Plan's document, amendments and determination letter, Employer shall



take sole responsibility for any errors or noncompliance arising out of such action. The cost of correcting such errors will be treated as an additional service in accordance with the Administrative Fee Schedule attached to this Agreement.

8. **Fees for Plan Administration Services.** The Plan shall be responsible for paying the fees quoted in the Administrative Fee Schedules attached to this Agreement. At any time, Employer may request that the fees quoted be invoiced to Employer, and the Employer, in the Employer's discretion, may pay any portion or all the fees invoiced. Any invoice sent to Employer and not paid within 60 days of invoice shall be charged to the Plan and paid from Plan assets. First Security and INTRUST retain the right to change any fees stated in the Administrative Fee Schedule from time to time upon 90 days written notice to the Plan and to Employer.

If directed to do so, INTRUST agrees to collect and deposit in the Plan's ERISA Recapture source any revenue sharing paid by mutual fund companies associated with the Plan's investments. These revenue sharing payments will first be used to offset Trustee fees and second to offset Participant Recordkeeping fees. It is anticipated that all revenue sharing payments will be used during each Plan Year. In appropriate situations, any remaining balance may be used in the first quarter of the succeeding Plan Year to pay the fourth quarter fees. Any balance remaining after the offset of the fourth quarter fees will be allocated pro rata to all participants in the Plan on the last day of the preceding Plan Year.

9. **Responsibility for Errors.** Employer shall promptly notify First Security and INTRUST of any errors or omissions in information supplied by Employer or its agent. In such event, INTRUST's and/or First Security's sole obligation shall be to use its reasonable efforts to correct any resulting errors in its own records or in any reports it has prepared for Employer (including filing amended returns, if required). Such services shall be treated as additional services pursuant to the Administrative Fee Schedule attached to this Agreement.

First Security and INTRUST will correct, at their own expense, any errors in the records and reports either prepared that are attributable to their errors.

First Security and INTRUST will be obligated, at its own expense, to use reasonable efforts to reconstruct any records of Employer or the Plan currently maintained by each of them if events not attributable to their own gross negligence or willful misconduct or its employees' gross negligence or willful misconduct create errors related to loss of data by power failure, mechanical difficulties with information storage and retrieval systems, or other events.

10. **Indemnification.** Employer agrees to indemnify and hold First Security and INTRUST and their officers, directors, employees and other representatives harmless from and against all losses, claims, damages, liabilities and expenses (including reasonable attorney's fees) incurred as a result of, related to, or arising out of (a) any actions taken or omitted to be taken (including any untrue statements made or any statements omitted to be made) by Employer or Employer's agent, (b) actions taken or omitted to be taken with Employer's consent or in conformity with Employer's actions or omissions, or (c) actions taken or omitted

to be taken otherwise related to or which arise out of their activities on behalf of the Employer.

First Security and INTRUST agree to indemnify and hold Employer and its officers, directors, employees and other representatives harmless from and against all losses, claims, damages, liabilities and expenses (including reasonable attorney's fees) incurred as a result of, related to, or arising out of First Security or INTRUST's gross negligence. Neither shall be responsible or liable for any damages, costs, or expenses (including attorney's fees) to the extent of any other person's negligent, willful or wanton acts.

The indemnified party seeking indemnification must give prompt written notice of the claim or cause of action to the indemnifying party and give the indemnifying party, at its own expense (except for the value of the indemnified party's employees' time), all necessary information and assistance.

The indemnifying party shall reimburse the indemnified party within 30 days of notification for all expenses (including fees and disbursements of counsel) as they are incurred in connection with investigating, preparing or defending any such action or claim, whether or not in connection with pending or threatened litigation. In addition, the indemnifying party agrees to cooperate with the indemnified party and agrees to be available for deposition, expert testimony, related meeting, conferences and preparation time for such events, whether by agreement or subpoena by any party in litigation and agrees that it will pay the current hourly rate for the indemnified parties involved. The indemnifying party will not be responsible, however, for any losses, claims, damages, liabilities or expenses that are finally judicially determined to have resulted primarily from the bad faith or gross negligence of an indemnified party.

**11. Term.** This Agreement shall continue until terminated. Any party may terminate this Agreement upon 60 days written notice delivered to the other parties. The non-payment of a bill does not constitute notice of termination and all fees for services performed through the date a written notice is received are due and payable to INTRUST. The obligation of the Plan to pay fees and disbursements for services performed through the date of termination and the rights and obligations of the parties under all sections will survive such termination.

Upon the termination of this Agreement and payment of any outstanding fees, INTRUST will provide Employer with electronic copies of the final trust accounting records and/or participant account records. These copies will be posted to the Retirement Plan Information System and will be available to Employer for at least ninety (90) days after all assets are distributed or transferred.

12. **Confidentiality of Records.** First Security and INTRUST agree to regard and preserve as confidential all records and other information relative to the Plan and will not, without written authority from Employer or the Plan, disclose to others during the term of this Agreement or thereafter any such records or other information except as required by applicable law. However, should a court of law, governmental agency, participant/employee whether current or former (or attorney thereof) request information that is otherwise legally available, First Security and INTRUST shall be held harmless for disclosing such information requested.

First Security and INTRUST agree, during the term of this Agreement, that all records maintained for the Plan shall be open to inspection and audit by Employer or a representative of the Plan at reasonable times, and that such records shall be preserved and retained.

13. **Governing Law.** This Agreement, its interpretation, construction and enforcement, shall be governed by the Employee Retirement Income Security Act of 1974 (as it may be amended from time to time) or, to the extent not inconsistent with the Employee Retirement Income Security Act of 1974, by the laws of the state of Arkansas. The situs of this Agreement shall be Craighead County, Arkansas. Any breach of this Agreement will be considered to have occurred in Craighead County, Arkansas for purposes of determining venue.

14. **Attorney Fees.** In the event First Security or INTRUST is required to institute legal proceedings to collect unpaid fees and expenses owed by the Plan or Employer, INTRUST shall be entitled to reasonable attorney fees and other costs of collection.

15. **Entire Agreement.** This Agreement, together with the Plan's documents and any attachments, exhibits or addendums, if any, constitute the entire agreement between the parties with respect to the administration of the Plan and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

16. **Amendment.** This Agreement may be amended and any provision hereof waived, but only in writing signed by the party against whom such amendment or waiver is sought to be enforced. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

17. **Notice.** Any notice under this Agreement shall be given in writing by certified mail, return receipt requested, to the address listed below.

Employer:

**City of Jonesboro**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notice:

**515 West Washington  
Jonesboro, AR 72401**

Plan:

**City of Jonesboro, AR Non-Uniformed  
Employees 457(b) Retirement  
Savings Plan**

Address for Notice:

~~515 West Washington~~ 300 S. Church  
Jonesboro, AR 72401

First Security:

First Security Bank

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notice:

314 N. Spring Street  
Searcy, Arkansas, 72145

INTRUST:

INTRUST Bank, N. A.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notice:

ERISA Counsel  
105 N. Main Mail Stop 1.5  
Wichita, Kansas 67202

**Addendum to the Plan Administrative Services Agreement  
City of Jonesboro, AR Non-Uniformed Employees 457(b) Retirement Savings Plan**

**Other Duties First Security Agrees to Provide**

- Prototype plan document, all necessary regulatory and/or requested amendments associated with the prototype plan documents as well as all Certificates of Adopting Resolutions
- Plan Investment Policy Statement for Plan's consideration and adoption
- Fee Benchmark Analysis
- Assistance in compiling information for any IRS or DOL audit, examination or investigation
- Attend Plan Committee Meetings

**Addendum to the Plan Administrative Services Agreement  
City of Jonesboro, AR Non-Uniformed Employees 457(b) Retirement Savings Plan**

**ERISA §3(16) Responsibilities INTRUST Agrees to Perform**

- Develop and implement a Plan Loan Program and Loan Policy and act as the Loan Administrator for the Plan's Loan Program.
- Develop and implement a Qualified Domestic Relations Order Procedure and Checklist for the Plan, act as QDRO Administrator, review all domestic relations orders ("DRO") submitted to the Plan, complete the QDRO Checklist, determine whether the DRO meets or does not meet the requirements of IRC § 414(p), notify the participant and the alternate payee of the determination and deliver distribution paperwork to the alternate payee.
- Develop required annual notices for the Plan.
- Mail required annual notices for the Plan to all participants, alternate payees or beneficiaries.
- Develop the Annual Participant Fee Disclosure Statement and Investment Comparative Chart for the Plan.
- Mail Annual Participant Fee Disclosure Statement and Investment Comparative Chart to all eligible participants, alternate payees or beneficiaries
- Develop and deliver enrollment materials, beneficiary designation forms and any Plan communications to Plan Administrator.
- Develop and make available to participants, alternate payees and beneficiaries all distribution and withdrawal forms.
- Approve or deny all distribution or withdrawal requests after review of all information submitted. If additional information is needed to approve the request, INTRUST will contact the person and ask for additional supporting documentation of information.

## Administrative Fee Schedule

### City of Jonesboro, AR Non-Uniformed Employees 457(b) Retirement Savings Plan

#### Recordkeeping Fees

In accordance with the terms and conditions of the Plan Administrative Services Agreement, **INTRUST Bank, N. A.** has accepted the position of Participant Recordkeeper for the **City of Jonesboro, AR Non-Uniformed Employees 457(b) Retirement Savings Plan** ("Plan") effective January 1, 2014. The annual Participant Recordkeeping fees will be based on the fee schedule shown below prorated quarterly.

- |      |                               |   |
|------|-------------------------------|---|
| I.   | <u>Annual Base Fee</u>        | Included in 401(a) Plan Base Fee            |
| II.  | <u>Annual Participant Fee</u> | Included in 401(a) Plan Base Fee            |
| III. | <u>Additional Services</u>    | \$100.00 per hour for any of the following: |
- Special Audit Request Items
  - Extraordinary or Extended Communication with Plan's Auditor
  - Calculating Interest and Excise Tax on Late Contributions and/or Loan Payments
  - Preparation of Documentation and Paperwork Necessary for Submission to the Voluntary Fiduciary Compliance Program
  - Other additional services outside the normal course of INTRUST's designated responsibilities

This Fee Schedule assumes census and payroll data is provided in a format acceptable to INTRUST.

INTRUST may change this Administrative Fee Schedule upon at least ninety (90) days written notice to the Plan and to the Employer. Any such change shall take effect on the first day of the quarter following the receipt of such notice.

## **Addendum to the Plan Administrative Services Agreement**

### **Administrative Fee Schedule**

#### **City of Jonesboro, AR Non-Uniformed Employees 457(b) Retirement Savings Plan**

### **Trustee & Custodial Fees**

In accordance with the terms and conditions of the Plan Administrative Services Agreement, **First Security Bank** has accepted the position of Trustee, and **INTRUST Bank, N.A.** has accepted the position of Custodian for the **City of Jonesboro, AR Non-Uniformed Employees 457(b) Retirement Savings Plan** ("Plan") effective January 1, 2014. The annual Trustee & Custodial fees are calculated based on the average daily market value of Plan assets and shall be assessed on a prorated quarterly basis.

#### **I. Trustee and Custodial Fee Schedule:**

75 basis points on the market value of Plan Assets

This Administrative Fee Schedule may be changed from time to time by **First Security Bank** upon at least ninety (90) days written notice to the Plan and the Employer. Any such change will take effect on the first day of the quarter following the receipt of such notice.

*INTRUST Bank N.A. provides custody services for the American Independence Core Plus Fund; American Independence Stock Fund; the American Independence Risk-Managed Allocation Fund; the American Independence Laffer Dividend Growth Fund; the American Independence MAR Tactical Conservative Growth Fund; the American Independence MAR Tactical Moderate Growth Fund; the American Independence MAR Tactical Growth Fund; and the American Independence MAR Tactical Aggressive Growth Fund. INTRUST Bank N.A. receives fees for this service.*