

**Memorandum of Understanding**  
**Between**  
**Ascensus Trust Company and \_\_\_\_\_**

The purpose of this memorandum is to establish the administrative guidelines under which Ascensus Trust Company ("Ascensus Trust") and \_\_\_\_\_ ("Company") will operate the trust or trusts ["Trust(s)"] established in connection with the following plan or plans ["Plan(s)"]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Trust or Trusts have been established under one or more trust agreements entered into between Ascensus Trust and the Company ["Trust Agreement(s)"]. The administrative guidelines detailed below are not intended to describe the complete responsibilities of any party. Adherence to these guidelines is the basis for the fee schedule, which is attached. Ascensus Trust reserves the right to adjust the fee schedule (as provided under "Fee Schedule", below) if changes to these guidelines occur.

**General**

The role of Ascensus Trust is primarily as a directed trustee and Ascensus Trust will only act upon instructions received from the Company, with limited exceptions outlined in the Trust Agreement(s). In the event the Company is determined to be insolvent or in bankruptcy proceedings, Ascensus Trust will act upon instructions received from a court, or a person appointed by a court, of competent jurisdiction. Ascensus Trust's principal responsibility is to timely execute the instructions which it receives. Any additional responsibilities, other than the depositing and withdrawing of funds and the providing of the periodic financial accountings and other services specifically referred to in the Trust Agreement(s), may be considered as a special service and may be chargeable at an hourly rate determined at the beginning of each year.

**Maintenance of Records**

Ascensus Trust will keep records pertaining to the assets of the Trust(s). The Company will keep records pertaining to the Plan(s) and the Plan participants.

**Establishment of the Trust**

The Company will execute the Trust Agreement(s) and complete all applicable investment applications. The Company is responsible for the accuracy and completeness of all such applications. The Company will also prepare a check made payable to Ascensus Trust representing the annual maintenance fee for each Trust Agreement.

At the time of establishing the Trust(s), the Company will provide Ascensus Trust with the following items:

1. Two executed copies of the Trust Agreement(s).
2. A check for the annual maintenance fee(s).
3. Letter of authority identifying company employees authorized to carry out the duties of the Company specified in the Trust Agreement.
4. Copies of executed investment applications.
5. Any property which is to be transferred to and held by the Trustee.

The Company is responsible for sending the ERISA Labor Department Notification to the Office of Pension and Welfare Benefit Programs.

It is understood that Ascensus Trust will transmit no funds to any investment available under the Trust Agreement(s) for which the corresponding applications have not been received by Ascensus Trust.

### **Contribution Processing**

Ascensus Trust will deposit the checks received from the Company within two (2) business days of receipt. In the event a Company's deposit is returned for insufficient funds, Ascensus Trust will notify the Company and an additional processing fee, in addition to a returned check fee, may be assessed by Ascensus Trust.

All Company deposits will remain invested as specified in the Trust Agreement(s) until investment instructions are received from the Company. Within two (2) business days of receipt of the investment instructions, Ascensus Trust will transmit the deposit to the designated investment. If the funds required for compliance with the Company's investment instructions exceed the available Trust funds, the Company will be notified and Ascensus Trust will not invest any portion of the funds until revised instructions are received.

Ascensus Trust will retain no portion of the earnings on funds held prior to transmittal to a designated investment.

If funds are received from an employer who has not executed a Trust Agreement, Ascensus Trust will immediately notify such employer. Investment allocation purchases for such Company or employer will be "on hold" until an executed Trust Agreement is received by Ascensus Trust. Upon receipt of the Trust Agreement, the funds on hold will be invested, as described above.

### **Disbursement Processing**

When the Company notifies Ascensus Trust of required disbursements, the Company will also advise Ascensus Trust whether the disbursement(s) should be made (i) directly to a payee (or payees) under the Plan(s), or (ii) to the Company for the benefit of a payee (or payees) under the Plan(s).

If Ascensus Trust is required to prepare any check(s) for a payee (or payees) under the Plan(s), the disbursement request will contain the following information:

1. The source from which the amount(s) to be disbursed shall be obtained by Ascensus Trust.
2. The name and social security number of each payee.
3. Appropriate withholding form(s) completed and manually signed by the payee.
4. The amount to be distributed to each payee.
5. The address to which each check is to be sent.

Ascensus Trust will process the disbursement(s) as instructed and will deduct any applicable federal and state withholding tax. Ascensus Trust will be responsible for the timely deposit of federal withholding with the Internal Revenue Service and state withholding with the applicable state agency, if any, and all associated filings.

Transaction charges may be paid by the Company or deducted from the amount to be disbursed. Checks will be sent by first-class mail or as otherwise instructed by the Company, in which case Ascensus Trust will be reimbursed by the Company for any additional expense incurred.

If the disbursement is to be made to the Company, Ascensus Trust will require only the information described in item 1, above.

### **Miscellaneous**

A. Audit

The Company is responsible for furnishing any information required by the independent auditor for the Company.

B. Reports and Statements

Ascensus Trust will promptly forward to the Company all investment or policy reports, statements, confirmations and all other such documents received from investment providers.

C. Termination

The Company will timely notify Ascensus Trust of termination of a Plan or satisfaction of all liabilities under the Plan which results in the termination of the Plan. Upon completion by Ascensus Trust of a reconciliation of the balance in the short-term investments, if any, and any other required documentation, the Company will inform Ascensus Trust of the Company's directions concerning the termination of the Plan and the transfer of assets of the related Trust. Ascensus Trust will perform any and all actions required to terminate the Plan and Trust and to transfer the Trust assets in accordance with the Company's directions.

D. Fee Schedule

The fees are specified in Exhibit C of the trust agreement. The Company will be notified of any change in fees at least 90 days prior to the effective date of the change.

1. Annual Maintenance Fee

- a. The annual service fee is payable in advance. The first annual fee will be paid by the Company to Ascensus Trust upon submission of the Trust Agreement(s). All subsequent annual fee payments will be due and payable to Ascensus Trust on the first day of every twelfth month thereafter.
- b. Ascensus Trust will be responsible for sending the Company an invoice when payment is due. The invoice will be termed "Net 15 Days". Any invoice outstanding past the invoice term period may be assessed a monthly late charge of 1-1/2% of the outstanding balance.

2. Transaction Charges

Transaction charges can be paid by the Company or deducted from each disbursement made from the Trust(s). For each replacement check required (due to either Company or Plan participant action), an additional charge may be assessed.

3. Other Charges

- a. For each Company check returned to Ascensus Trust due to insufficient funds, an additional charge may be assessed.
- b. For any additional services rendered, Ascensus Trust may assess a fee commensurate with the services rendered at an hourly rate agreed upon by Ascensus Trust and the Company.

Witness \_\_\_\_\_

\_\_\_\_\_  
(Name of Company)

by \_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ASCENSUS TRUST COMPANY

Witness \_\_\_\_\_

by \_\_\_\_\_  
Title

\_\_\_\_\_  
Date