

**METROPOLITAN PIER AND EXPOSITION AUTHORITY
CONTRACT FOR
457(b) PLAN ADMINISTRATOR
2017-08-M**

This agreement for professional services ("Agreement") is entered into between the **METROPOLITAN PIER AND EXPOSITION AUTHORITY** ("MPEA"), a municipal corporation, body politic, unit of local government and political subdivision located at 301 East Cermak Road, Chicago, Illinois 60616 and PlanConnect, LLC ("Consultant"); a Delaware limited liability company with its principal office at 100 Madison Street, Syracuse, NY 13202. This Agreement takes effect as of **March 1, 2018** ("Effective Date").

BACKGROUND

MPEA issued a request for proposals ("RFP") dated May 17, 2017 for Retirement Plan Administrator Services for its 401(a) and 457 Plans, which included this form of agreement. The Consultant submitted a Proposal in response to the RFP and represents that it is ready, willing, and able to perform the Services specified herein and any additional Services agreed to and described in the Agreement. On October 17, 2017, the Board of the Metropolitan Pier and Exposition Authority, awarded a contract to the Consultant. The parties therefore agree as follows:

TERMS

- 1. Term:** This Agreement begins on the Effective Date and unless sooner terminated in accordance with this Agreement, ends five (5) years after the date of the Effective Date ("Initial Term"). At the conclusion of the Initial Term, MPEA has the sole option to extend the Agreement for a renewal term of up to five (5) years ("Renewal Term") by giving no less than thirty (30) days prior written notice to Consultant. In such event, the terms and conditions of this Agreement during the Initial Term shall be the terms and conditions for the Renewal Term unless MPEA and Consultant otherwise mutually agree in writing.
- 2. Agreement Documents:** The Agreement shall be deemed to include this document, Consultant's response to the RFP, to the extent it is consistent with the terms of the RFP document, and the following exhibits and attachments, all of which are incorporated into and made a part of this Agreement as if fully set forth herein. In the event of a conflict between this document and any exhibit, the provisions of this document shall control.
 - a.** Exhibit 1 Scope of Services
 - b.** Exhibit 2 Schedule of Fees
 - c.** Exhibit 3 Insurance Requirements and Certificates of Insurance
 - d.** Exhibit 4 AXA Retirement 360 Recordkeeping Services
- 3. Scope of Services:** Consultant agrees to perform Retirement Plan Administration Services (the "Services") as set forth in Exhibit 1 and the terms and conditions of this Agreement. Consultant acknowledges and agrees that time is of the essence under this contract. Consultant must proceed to perform the Services promptly and diligently, in accordance with MPEA's schedule, which MPEA may reasonably amend from time to time.
- 4. Personnel:** Consultant shall promptly designate, and thereafter update such designation as needed, the person on Consultant's behalf who will serve as day-to-day liaison for the Services

and other contractual matters. Consultant shall assign and maintain a staff of dedicated and competent personnel that is fully equipped and qualified to perform the Services required by this Agreement. MPEA shall have the right to review and approve such personnel selections, and may reject any such personnel at any time whenever MPEA, in its sole and unlimited discretion, determines that such personnel are not qualified or is otherwise unfit for such work.

5. Subcontractors: Consultant will advise MPEA prior to entering into any subcontracting agreements, and MPEA reserves the right to reject any proposed subcontract prior to its execution when, in MPEA's discretion, MPEA deems it is in its best interests to do so. Consultant shall cause all subcontractors to be bound to the same terms and conditions as those in this Agreement. Consultant may award fixed amount lump sum contracts to its subcontractors solely upon prior written approval by MPEA. All billing by Consultant to MPEA for Services performed by a subcontractor shall be at actual cost, with no markup by Consultant. Consultant shall endeavor to coordinate activities and use third party services for the benefit of MPEA to the extent such subcontracts are appropriate.

6. Manner of Performance. Consultant shall perform all Services as set forth in the Agreement with that degree of skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude in the Chicago area, and in conformance with the applicable professional standards. Consultant shall at all times use its best efforts on behalf of MPEA to assure timely and satisfactory rendering and completion of its Services. Consultant and all of Consultant's employees or subcontractors performing Services under this Agreement shall be qualified and competent in the applicable discipline or industry, shall be appropriately licensed as required by law, shall comply with all City of Chicago, State of Illinois, and federal laws applicable to the Services and shall conform to the terms of the RFP Documents and this Agreement. Consultant remains responsible for the professional and technical accuracy of all Services and deliverables furnished, whether by the Consultant or others on its behalf. If Consultant fails to comply with these standards, Consultant must perform again, at its own expense, any and all Services required to be re-performed as a direct or indirect result of such failure. No review, approval, acceptance, nor payment for any and all of the Services by MPEA shall relieve the Consultant from its responsibilities.

7. Coordination. Consultant shall coordinate its Services with MPEA's contractors, tenants, customers and other consultants, if any, so no delays or interference will occur in completion of any part or all of MPEA's projects.

8. Consultant as Independent Contractor. Consultant as well as Consultant's agents, employees and assigned personnel provided under this Agreement are independent contractors. Nothing in this Agreement is intended or should be construed as in any way creating or establishing a partnership or joint venture between MPEA and Consultant, or as constituting Consultant or any officer, owner, employee or agent of Consultant as an agent, representative or employee of MPEA for any purpose or in any manner whatsoever. Consultant shall be responsible for any and all personal injury or property damage that Consultant may suffer in the course of or in connection with the performance of the Services under this Agreement. Consultant agrees not to make any claims against MPEA or any of its board members, officers, employees, agents or assigns for any injury or loss that Consultant may suffer. As an independent contractor, Consultant is solely responsible for determining the means and methods for performing the Services.

9. Inspections and Approvals. MPEA shall have the right to inspect all Services provided by the Consultant to determine compliance with the provisions of this Agreement. Provided, under no circumstances shall such inspection relieve Consultant from any obligation set forth in

this Agreement, including all obligations mandated by law or industry standards. Further, such inspection is for the purpose or determining the quality and completeness of the Services and is not for the purpose of determining compliance with applicable laws or industry standards. Services determined by MPEA to be non-compliant with this Agreement shall be corrected within five (5) days after notification to the Consultant.

10. Reports and Records. MPEA shall have the right, but not the obligation, to inspect all relevant records of the Consultant in relation to the performance of Services under this Agreement. Consultant shall make such records reasonably available to MPEA, including its authorized representatives. Consultant shall keep and preserve, for at least five (5) years following the performance of Services hereunder, full and accurate accounting records relating to such Services. Consultant shall give MPEA and its designated representatives (which representatives may include, without limitation, independent auditors) access to such records during such period of time to review and/or audit the records, from time to time, upon request. Consultant shall also provide, at Consultant's own expense, copies of all or a portion of the records when so requested by MPEA.

11. Compensation. Consultant shall receive compensation in the amount and schedule as set forth on Exhibit 2. All invoicing and requests for payment shall be in such form and with such documentation as required by MPEA. Under no circumstances shall the Compensation exceed any guaranteed maximum or not to exceed amount set forth in Exhibit 2 without a prior written amendment to this Agreement as provided herein. MPEA shall promptly notify Consultant of any disputed amount and give reasons for the objection. Consultant shall be solely responsible to ensure that subcontractors are timely paid all amounts due them in connection with the performance of this Agreement. After the first partial payment under the Agreement, MPEA may withhold later partial payments until Consultant submits evidence satisfactory to MPEA that all amounts Consultant owes in connection with performance of this Agreement have been paid. Further, MPEA is entitled, after giving notice to Consultant, to pay all persons who have not been paid the monies due to them in connection with the Agreement, whether or not a claim or lien has been filed, unless Consultant, within ten (10) calendar days after notice is given either (i) demonstrates to MPEA's reasonable satisfaction that these sums are not due or (ii) provides MPEA adequate security.

12. Additional Services. No change increasing or decreasing the quantity or price of any item or service to be furnished pursuant to this Agreement, or change from the terms set forth in the RFP Documents for any such item or service shall be made unless previously authorized by MPEA as required by law, and no claim for extra compensation will be considered unless such prior authorization has been obtained. When the Consultant believes that Services in excess of those set forth in Exhibit 1 are required or requested by MPEA ("Additional Services"), the Consultant shall, prior to performing such Additional Services, so notify MPEA and provide a written statement of the Additional Services that the Consultant believes will be required or have been requested and the proposed changes to Exhibit 1 and Exhibit 2. The Consultant shall not commence any Additional Services until it has received prior written approval from MPEA authorizing the Consultant to proceed with such Additional Services. The Consultant acknowledges that Additional Services involving a change to the Agreement pricing may require the prior approval of the Board of MPEA. Upon approval of Additional Services by MPEA, the Consultant and MPEA shall execute an amendment to this Agreement as may be necessary evidencing the agreement of the parties regarding such Additional Services.

13. No Damages for Delay. Consultant is not entitled to and must not include charges or claims for damages for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services and agrees to waive any right to bring any claim for excess costs

or damages that may be caused by delays or hindrances in the performance of the Services, regardless of the nature of the delay or hindrance, absent bad faith, fraud, or direct tortious interference by MPEA. If Consultant's performance of the Services is delayed by causes beyond Consultant's reasonable control, MPEA may extend the time to complete the Services to reflect the extent of the delay (if extension is feasible given the project deadlines and the expectations of public performances), provided Consultant has given MPEA written notice within ten (10) days of the beginning of the delay. The notice by Consultant must include a description of the reasons for the delay and the steps Consultant has taken or will take to mitigate the effects of the delay. MPEA does not waive any of its rights by permitting the Consultant to proceed to complete the Services or any part thereof after the revised completion date.

14. Insurance. Before beginning to perform any Services, Consultant shall procure and maintain at all times during the term of this Agreement and at Consultant's expense, the insurance coverage in Insurance Requirement set forth in the RFP, which is incorporated herein by reference (Insurance Requirements), and shall provide MPEA with original certificates evidencing the required coverage. Consultant's insurance policies shall name the following as additional insured on all certificates of insurance: **"Metropolitan Pier and Exposition Authority, its Board members, officers, employees, agents, and consultants"**. Consultant's duty to indemnify MPEA is independent from, and not limited in any manner by, Consultant's insurance coverage obtained pursuant to this Section or otherwise.

15. Indemnification.

a. Consultant shall at its sole expense indemnify, defend and hold MPEA, its Board members, officers, and employees (collectively, the "Indemnified Parties") harmless against any and all losses, damages, claims, liabilities, costs and expenses (including taxes, fees, fines, penalties, interest, reasonable expenses of investigation and attorneys' fees and disbursements) as incurred (collectively "Loss") arising out of, or relating to: (i) any breach by Consultant (or its personnel) of any representation, warranty, covenant, or obligation of Consultant in this Agreement or any intentional misconduct or negligence by Consultant or any of its employees, agents, or subcontractors in performing the Services; or (ii) a claim by a third-party that the Services, or any other materials furnished by Consultant to MPEA (or that the use thereof) infringes, misappropriates or violates such third-party's intellectual property rights; or (iii) breach of any obligation for which Consultant is responsible as employer or contractor of its personnel. In the event of any claim, suit, or proceeding brought by a third party against MPEA that is subject to indemnification under this Section, (i) MPEA will give prompt written notice to Consultant, (ii) subject to MPEA General Counsel approval which shall not be unreasonably withheld, Consultant may control the response and the defenses with respect to claims arising out of any breach by Consultant (or its personnel) of any representation, warranty, covenant, or obligation of Consultant in this Agreement and (iii) MPEA agrees to reasonably cooperate with Consultant. The Indemnified Parties do not waive any limitations they may have on liability under the Illinois Workers' Compensation Act, the Illinois Local Government and Governmental Employees Tort Immunity Act, the Illinois Pension Code, or any other statute.

b. No official, employee or agent of MPEA shall be charged personally by the Consultant, or by any subcontractor or assignee of the Consultant, with any liability or expenses of defense or be held personally liable to them under any term or provision of

this Agreement, or because of MPEA's execution or attempted execution, or because of any breach hereof.

c. Consultant's duty to indemnify does not apply to a Loss that arises solely out of the intentional misconduct on the part of the Indemnified Party seeking indemnification.

d. The insurance Consultant is required by this Agreement to carry, or does carry, or the insurance carried by any Indemnified Party, in no way limits or relieves Consultant of its duty to defend and indemnify the Indemnified Parties under this Agreement.

e. Consultant's defense, indemnification and hold harmless obligations to the Indemnified Parties will remain an affirmative obligation of the Consultant unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed. The terms of this Section 15 will survive the termination or expiration of this Agreement.

16. Equal Employment Opportunity/Non Discrimination

a. Consultant, in performing Services under this Agreement shall not discriminate against any worker, employee or applicant nor any member of the public on the basis of race, color, religion, age, sex or national origin, ancestry, marital status, physical or mental handicap unrelated to the person's ability to perform the duties of a particular job or position, or unfavorable discharge from military service, nor otherwise commit an unfair labor practice, with respect to but not limited to the following actions: recruitment, hiring, training, employment, transfer, upgrading, promotion, compensation, working conditions, layoffs and termination. Consultant shall post in conspicuous places, available to employees and applicants for employment or apprenticeship programs, notices setting forth the provisions of this non-discrimination clause. Consultant shall take affirmative action to assure equality of employment opportunity and to eliminate the effects of past discrimination, shall comply with the procedures and requirements of and cooperate with the Illinois Department of Human Rights. Attention is particularly drawn to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.; to the Illinois Veterans Preference Act, 330 ILCS 55/0.01 et seq.; to the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq. (1988) and the Civil Rights Act of 1991; The Age Discrimination in Employment Act, 42 U.S.C. Sec. 6101 et seq. (1988); the Rehabilitation Act of 1973, 29 U.S.C. Secs. 793-94 (1988); the Americans with Disabilities Act, all as amended from time to time, and to applicable federal, state and local rules and regulations. Consultant shall further incorporate this clause in all contracts with subcontractors who may perform any Services in connection with this Agreement.

b. In the event Consultant fails to fulfill its obligations under this Section 16, MPEA shall have available to it appropriate remedies at law or in equity, including the right to withhold amounts due to the Consultant for any of the Services until the Consultant provides a corrective action plan which has been approved by MPEA or demonstrates to MPEA's satisfaction that all good faith efforts to comply with this Section 16 have been exhausted, together with the ability to disqualify the Consultant from all any further Services or any future work that may from time to time be undertaken by MPEA.

17. MPEA's Proprietary Rights.

a. MPEA owns all right, title and interest in: (i) the trademarks/service marks MCCORMICK PLACE®; MCCORMICK PLACE and MCCORMICK SQUARE (ii) certain likenesses of the McCormick Place® convention center; and (iii) certain other logos, trademarks, trade names and service marks (collectively the "MPEA Marks"). Consultant may not use the MPEA Marks for any purpose without MPEA's express written consent, nor may Consultant permit anyone else to do so.

b. In addition, MPEA has entered into contracts to grant exclusive sales or advertising rights to certain products, brands or services on MPEA property. Accordingly, to the extent permitted by law, Consultant must not advertise, promote, or display any competing products, brands, or services at any MPEA property including through displays or signs in or on any equipment, visible through or on any windows, or in advertisements, promotional material, or displays referring to any MPEA property, or utilizing (if MPEA has not given its express written consent to it) MPEA's logos or service marks. Consultant must not interfere with MPEA's sponsors' events.

18. Consultant Representations and Warranties. Consultant warrants that it is fully staffed, equipped, trained and otherwise capable to perform the Services under this Agreement. Consultant further represents that, by its own independent investigation it has ascertained (i) the nature of the Services required, (ii) the conditions involved in performing the Services and (iii) Consultant's obligations under this Agreement. Consultant has the full power and authority to enter into this Agreement and perform each of its obligations hereunder.

19. Termination.

a. Termination for Convenience. MPEA has the right to terminate this Agreement, in whole or in part, for any reason, including the convenience of MPEA, by providing Consultant with written notice specifying the date of termination. On the date specified in the notice, this Agreement will terminate. MPEA will pay Consultant the amount earned or reimbursable to it (if any) up to the termination date. After termination, Consultant has no further contractual claim against MPEA based upon this Agreement provided that there is no outstanding amount owed to Consultant for services rendered. Notwithstanding the above, no termination shall interfere with the Consultant's ability to meet its legal obligations to existing plan participants under all applicable law.

b. Termination for Cause.

(i) This Agreement may be terminated if an event of Default occurs. The following constitute events of default by Consultant:

(A) refusal or failure to provide sufficient properly skilled workers, adequate supervision, or adequate materials and equipment of the proper quality;

(B) failing in any material respect to prosecute the Services according to MPEA's schedule;

(C) causing, by any action or omission, the stoppage or delay of or interference with the Services or work of any employee or other Consultant or subcontractor;

(D) failure to comply with any provision of this Agreement or the Specifications described in the RFP, including, but not limited to matters pertaining to insurance, indemnification, and MBE/WBE use;

(E) becoming insolvent, making a general assignment for the benefit of its creditors, or having a receiver appointed;

(F) inability to perform the Services under the Agreement as a result of insolvency, bankruptcy, or having a receiver appointed;

(G) failure to timely provide Services in accordance with RFP or contract terms with respect to the nature, quantity, quality, or timeliness of delivery;

(H) conviction in a criminal court or a finding of liability in civil court relating to the goods or services that Consultant provides to MPEA or involving fraud or misconduct adversely affecting any governmental entity; and

(I) any other acts or omissions specifically identified in this Agreement as an event of default.

(ii) MPEA, in its sole discretion, shall determine whether a default is material and whether it can be cured. In the event MPEA determines that an event of default can be cured, it shall provide Consultant with notice setting forth the event of default and cure requirements, including the time period permitted for cure. Consultant shall cure any event of default as provided in the notice.

(iii) If Consultant fails to cure a default as provided in the notice, MPEA may, at its sole option, declare Consultant in default. MPEA will give Consultant written notice of the default and the MPEA's termination of this Agreement. MPEA's decision is final and takes effect when notice is given or such time as set forth in the termination notice. Consultant shall discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in performing under this Agreement, whether completed or in the process, to MPEA.

(iv) In the event of default, MPEA may invoke any or all of the following remedies. These remedies are not intended to be exclusive of any other remedies available. Rather, every remedy is cumulative and in addition to any other remedies, existing now or later at law, in equity or under the Agreement.

(A) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by MPEA.

(B) The right to money damages.

(C) The right to deem Consultant non-responsive in future contracts to be awarded by MPEA.

(D) The right to take assignment of any or all of Consultant's subcontracts and complete the Services, by itself or through others, by whatever method MPEA considers expedient.

(E) The right of set-off against any sums owing Consultant.

(F) Such other remedies as permitted by law.

(v) No delay or omission to exercise any right or power occurring upon any event of default impairs the right or power nor is it a waiver of or acquiescence in any event of default. Every right and power may be exercised from time to time and as often as MPEA considers expedient.

(vi) If a court of competent jurisdiction determines that MPEA wrongfully terminated Consultant, then the termination shall be treated as a termination for convenience.

20. Cooperation. The parties shall cooperate in good faith to implement the terms of this Agreement. At such time as this Agreement is terminated or expires, the parties shall undertake in good faith efforts to assure an orderly transition to another provider of the Services, if any. Consultant shall make an orderly demobilization of its own operations, provide, uninterrupted, the Services until the effective date of termination or expiration, and otherwise comply with the reasonable requests and requirements of MPEA in connection with the termination or expiration.

21. Confidentiality of Documents.

a. All reports, data or information in any form prepared, assembled or encountered by or provided to Consultant under this Agreement are confidential, and Consultant shall not disclose these (or make them available) to any other individual or organization without the prior written approval of MPEA, except as specifically authorized in this Agreement or as may be required by law or by Consultant's contractual obligations to plan participants. Consultant shall implement whatever measures are necessary to ensure that its staff and its subcontractors are bound by these confidentiality provisions.

b. Consultant shall not issue publicity news releases or grant press interviews, or, except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of MPEA.

c. If Consultant is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any records, data or documents that are in Consultant's possession by reason of this Agreement, Consultant shall immediately give notice to MPEA with the understanding that MPEA will have the opportunity to contest the process by any means available to it before the records or documents are submitted to a court or other third party. Consultant, however, is not obligated to withhold delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

22. Conflict of Interest. Consultant warrants that no member of MPEA's Board nor any officer, employee or agent of MPEA has or will acquire any interest, direct or indirect, in this Agreement or in the Services to which this Agreement pertains. Consultant promises that no person having any such interest will be employed in performing this Agreement. Consultant further

warrants that Consultant has no contracts with third parties that would conflict in any manner or degree with Consultant's performance of the Services.

23. Changes. No changes to this Agreement are effective unless in a written amendment signed by the authorized representatives of the parties.

24. Assignment and Subcontracting. This Agreement shall not be assigned or any part of the same subcontracted without the written consent of MPEA endorsed hereon; and, in no case shall such consent relieve the Consultant from the obligations herein entered into or change the terms of this Agreement and each and every one of the covenants, promises, and agreements of the Consultant shall extend to and be binding upon the successors and assigns of the Consultant.

25. Compliance with Laws.

a. Consultant shall at its own expense comply with all federal, state and local laws, codes, ordinances and regulations applicable to this Agreement and the performance of the Services hereunder whether by reason of general law or the specific Services required. Consultant shall pay all contributions, premiums, or taxes of whatever nature (including any interest or penalties) that are required of it under any federal, state or local laws arising out of the performance of this Agreement.

b. Consultant shall comply with all applicable requirements in the Metropolitan Pier and Exposition Authority Act (70 ILCS 210/et seq.), including Section 25.5(a) prohibiting any business entity whose contracts with MPEA annually total more than \$50,000 and any affiliated entities or affiliated persons of such business entity from making any contributions to any political committees established to promote the candidacy of (i) the officeholder responsible for awarding the contract(s) or (ii) any other declared candidate for that office. The prohibition in Section 25.5(a) is effective for the duration of the term of office of the incumbent officeholder awarding the contracts or for a period of two (2) years following the expiration or termination of the contract(s), whichever is longer.

c. Consultant shall comply with applicable licenser or permit requirements and hold MPEA harmless against any liability in connection with licenser, permitting, or taxes. Consultant shall obtain and pay for all permits, licenses, and fees which may be necessary for the prosecution and completion of its duties and obligations under the Agreement, including royalties for playing, using, or performing right-protected Services. Consultant and all sub-Consultants shall be duly licensed to operate in the State of Illinois and the City of Chicago. Consultant is liable to MPEA for all losses, expenses, including attorneys' fees, attributable to any acts of commission or omission by Consultant, its employees and agents, and sub-Consultants resulting from failure to comply with any federal, state or local laws, codes, ordinances or regulations including, but not limited to, any fines, penalties, or corrective measures.

26. Applicable Law/Venue. This Agreement shall be governed by the laws of the State of Illinois. Any suit regarding this Agreement or any alleged breach thereof shall be brought only in courts located in Chicago, Illinois, and the parties consent to the jurisdiction and venue of the courts located in the County of Cook, State of Illinois.

27. Accuracy and Update of Information. In connection with the RFP and this Agreement, Consultant has furnished and will continue to furnish various certifications, affidavits and other information and reports. Consultant represents that any such material and information furnished in connection with the RFP or this Agreement is truthful and correct. Consultant shall promptly

update such material and information to ensure that it is complete and accurate as needed due to events or changes occurring after the date of this Agreement.

28. Notices. Any notice required to be given under this Agreement shall be in writing and shall be given by facsimile, by personal delivery, by United States registered or certified mail, return receipt requested, or by a courier service, with all delivery and postage charges prepaid. A notice is considered to have been given on the day actually received (facsimile, personal delivery, or courier) or refused (personal delivery, courier, or mail), or if unclaimed, on the third day following the day on that it was sent by courier or deposited with the United States Post Office. Any such communication intended for MPEA shall be addressed:

METROPOLITAN PIER AND EXPOSITION AUTHORITY
301 E. Cermak
Chicago, Illinois 60616
Attention: Director of Procurement
Fax No. (312) 791-6156
Email: mpeaprocurement@mpea.com

PlanConnect, LLC
100 Madison Street
MD 34020
Syracuse, NY 13202
Attention: Steve D'Eredita
Fax No. (315) 477-2871
Email: steve.deredita@axa-equitable.com

With copies to:

With copies to:

METROPOLITAN PIER AND EXPOSITION AUTHORITY
301 E. Cermak
Chicago, Illinois 60616
Attention: General Counsel
Fax no. (312) 791-7125
Email: legal@mpea.com

PlanConnect, LLC
1290 Avenue of the Americas
16th Floor
New York, NY 10104

Attn: Min Chung Lee
Fax no. (212)314-4402
Email: minchung.lee@axa-equitable.com

29. Severability and Waiver.

a. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with law.

b. The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

30. Interpretation. Headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments thereto entered into in accordance with the terms of this Agreement. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms of this Agreement.

31. Entire Agreement. This Agreement as defined in Section 2 represents the entire agreement between the parties with respect to the matters covered in it. No other contracts, representations, warranties or statements, whether oral or written, are binding on either party.

32. Data Security. Consultant agrees that it will implement appropriate administrative, physical and technical safeguards with respect to Personal Information that it retains on behalf of Members that are no less rigorous than accepted industry practices for information security. Consultant will further ensure that all safeguards, including the manner in which such information is accessed, used, stored, processed, disposed of and disclosed, complies with all applicable state and federal data protection and privacy laws, as well as the terms and conditions of this Agreement. Consultant shall reimburse MPEA for all reasonable costs that MPEA incurs in providing individuals affected by any Security Breach of Personal Information that it maintains on behalf of MPEA, including but not limited to all costs related to items such as (1) responding to such Security Breach including reasonable legal fees, (2) purchasing credit monitoring and identity theft services on behalf of plan participants and (3) preparing and mailing all legally required notices to plan participants. Consultant agrees that it will prepare any legally required notices and notify appropriate governmental authorities on MPEA's behalf if requested by MPEA. "Security Breach" for purposes of this Paragraph 3, shall mean any act or omission that compromises the security, confidentiality, or integrity of personal information or the physical, technical, administrative or organizational safeguards that Consultant has in place to protect plan participant's personal information. "Personal Information" includes any personal identifying data including but not limited to individual addresses, phone numbers, government identification numbers, payment card information or other similar sensitive personal data.

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IN WITNESS WHEREOF, the parties here to have executed this Agreement the day and year first-above written.

METROPOLITAN PIER AND EXPOSITION AUTHORITY

DocuSigned by:
Lori T. Healey
BY: 39584BADA694439...
LORI T. HEALEY
CHIEF EXECUTIVE OFFICER

DATE: 1/22/2018

PLANCONNECT, LLC

BY: *Steve D'Erredita*
Steve D'Erredita

DATE: 01/19/18

EXHIBIT 1 – SCOPE OF SERVICES

Qualified Plan Administrators must, at a minimum provide the following as part of the Services:

1. Provide the administrative service and investment products to the Authority.
2. Provide on-going group or individual meetings to enroll, counsel and provide communication material to employees.
3. Utilize uniform, standardized enrollment and change forms.
4. Establish a clear outline of internal administrative system requirements and procedures necessary to administer the program for initial enrollment processing, payroll transmittal, on-line capabilities and other services.
5. Furnish each participant who did not consent to electronic delivery option with quarterly statements by mail within twenty (20) days of the end of each quarter. These statements will report the participant's account balance, interest earnings, rate of interest earnings and all financial activity which occurred during the reporting period including date that funds were invested. In addition, upon request, each participant should receive performance information on all funds in the Plan as well as relevant benchmark indices. Consultant will provide a paperless option for any participant that elects to receive quarterly statements electronically.
6. Provide monthly reports to the Manager of Human Resources through the website to which MPEA will have access as the plan sponsor (Consultant's Employer website). Monthly reports must show the amount deposited into each participant's account. In addition, the monthly reports must provide sufficient detail, by participant if applicable, of all earnings, deductions, charges and any adjustment to all participant accounts.
7. Complete all company/agent agreements necessary to implement the Contract. The Agreements shall be subject to all provisions of the laws of the State of Illinois and any applicable Federal or IRS requirements.
8. To be bonded at its own cost and to provide appropriate evidence of adequate bonding coverage as stated in Required Form H (Insurance Requirements) of this RFP document.
9. To have in operation a system which provides employees with account value information access by using a touch tone telephone and a web-based system.
10. To have in existence and operational, a direct access system for the hearing impaired. Plan Connect participates in the TDD (Telephone Device for the Deaf) service.
11. To apply all moneys received to each individual participant's account.
12. To ensure that moneys will be invested to selected employee's program within two (2) business days of receipt by the custodian by providing necessary data to the custodian.
13. To process and facilitate refunds to include appropriate withholding and reporting due to such items, including, but not limited to, erroneous deductions or participant check cancellations, administrative errors, and participant misunderstandings.
14. To process distributions to participants in accordance with the requirements of the Internal Revenue Code, instruct the custodian to withhold and remit appropriate withholding taxes, and issue a 1099 at the end of calendar year.

15. All information concerning the plan and participants is the sole property of the Authority. Ensure that information shall remain confidential and not be used or transmitted to others for any other purposes whatsoever, except as required to implement the Plans.
16. Ensure that no company nor its agents shall solicit or otherwise induce a participant with respect to any matters whatsoever relating to the Plans nor use information obtained under the plan to directly solicit participants with respect to products made available by such company.
17. Provide educational material designed to acquaint participants with benefits of the Plan upon prior approval by the Authority. All information obtained under the Plan shall be confidential and used exclusively for the purposes relating to the Plan.
18. The Plan Administrator shall coordinate all activities with the Manager of Human Resources. The Authority's Chief Financial Officer, Controller, Internal Auditor and its independent contracted auditor will have access to all pertinent financial records and information concerning the Deferred Compensation Plan. This access will be provided on a timely basis. All records relating to the Deferred Compensation Plan must be available for inspection as directed by the Authority.
19. The plan must implement, track, report and support a 457 Loan Program in accordance with the regulations issued by the Department of Treasury.

EXHIBIT 2 – SCHEDULE OF FEES



AXA Retirement 360SM – 457(b) & 401(a)

Proposal Fee Summary – Best and Final

I. PLAN SPONSOR INFORMATION

Name:	Metropolitan Pier & Exposition Authority		
Address:	301 East Cermak Rd Chicago, IL 60616		
Financial Professional(s):	John Passananti	Date Prepared:	6/14/2017
Firm:	AXA Advisors		

II. PLAN FACTORS (pricing assumptions)

Total Account Value for the Plan:	\$25.3M	As of:	06/14/2017
Expected First Year Contributions:	\$1.2M		
Total Number of Active Plan Participants: (Includes terminated participants with account balances)	159		

III. SUMMARY OF FEES

The information provided below is intended to be a summary of certain first year fees in your AXA Retirement 360SM product. For a full description of all services and fees, it is important that you review your complete AXA Retirement 360SM Proposal.

Please note the fee assumptions listed above and below are based on a full takeover of all assets immediately from the current provider and are mapped to the same funds listed in the proposal.

AXA is proposing the AXA Fixed Account to replace the current Great West Stable Value fund.

Year 1 Fees:

Per Participant Charge: \$40 annually

Additional Information:

Current Fixed Account Rate: 1.75% (subject to change)

IV. SPECIAL NOTES

Managed Accounts: This optional feature is available at an annual cost of 0.50% of the participant's assets invested in the managed accounts program, with a minimum required balance of \$25,000.

Investment Services: Wilshire Fiduciary Services can be included for an additional fee, increasing the Asset Charge. Wilshire Fiduciary Services: 0.03% Core or 0.04% Premier

Optional Fees Deducted from Participants' Accounts:

- | | |
|-----------------------------------|--|
| 1. Loan Issuance and Disbursement | \$125 per loan by check of ACH and \$215 by wire |
| 2. Disruptive Trader Fee | Fund Company fee and no charge from AXA |
| 3. Manual Paper Checks | \$25 |

4. Participant Disbursement	\$0 by ACH, \$25 by Check, and \$90 by wire
5. Transfer of Assets to an Approved Provider	\$25 by ACH or Check, and \$115 by wire
6. Check Stop Payment	\$15
7. Recurring Distributions	\$0 by ACH or \$40 by Check

Optional Plan Fees:

The plan sponsor may elect to pay these charges, if the plan sponsor does not pay; the charge is deducted from participant accounts:

Manual Payroll Processing:	\$100 per payroll processed manually
Manual Conversion:	\$250 per hour
De-Conversion/Transfer Fee:	\$1,000
Full Plan Termination Processing:	\$1,500

V. CONDITIONS AND DISCLOSURE

The AXA Retirement 360SM defined contribution program consists of a custodial account offered through Reliance Trust Company, LLC, within which plan participants' chosen mutual fund shares are held, as well as a group fixed annuity contract (Generic Form Number 2016FA-MFrev, 2016FA-MF403b) issued by AXA Equitable Life Insurance Company ("AXA Equitable"). Mutual funds made available through the program are distributed by AXA Distributors, LLC (Member SIPC, FINRA) ("AXA Distributors"). AXA Equitable and AXA Distributors are located at 1290 Avenue of the Americas, New York, NY 10104, (212) 314-4600. AXA Equitable is solely responsible for meeting the obligations of the group fixed annuity contract.

Offered by affiliated and unaffiliated entities, the program is the result of various strategic partnerships, including one between AXA Distributors, LLC and PlanConnect, LLC. The AXA Retirement Plan ServicesSM platform includes record keeping, trading and custodial services to plan sponsors for the program. Reliance Trust Company serves as custodian of the trading of mutual funds selected by plan participants. PlanConnect, LLC, serves as the platform's record-keeper and third-party administrator. AXA Retirement Plan ServicesSM and AXA Retirement 360SM are service marks of the contractual arrangements between affiliated and/or unaffiliated entities within the platform; PlanConnect[®] is a registered service mark of PlanConnect, LLC (100 Madison Street, Syracuse, NY 13202. (800) 923-6669). AXA Equitable, AXA Distributors, and PlanConnect, LLC are separate but affiliated companies. Reliance Trust Company is a separate and unaffiliated company.

The investments in this program are subject to investment risks, including possible loss of the principal invested. They are not insured by the Federal Deposit Insurance Corporation nor are they deposits to, obligations of, or guaranteed by any bank.

EXHIBIT 3 – INSURANCE REQUIREMENTS AND CERTIFICATES OF INSURANCE

1. The Proposer must procure and maintain, at its own expense, until final completion of the Services covered by the Agreement and during the time period following final completion if required to return and perform additional Services, for any reason whatsoever, the types of insurance specified below by the Authority. The Proposer must provide the Authority with certificates evidencing such coverage prior to receiving the Agreement:

a. Commercial General Liability

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$2,000,000.00
Products Liability/Completed Ops. Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Personal & Advertising Injury	\$1,000,000.00

b. Workers' Compensation and Employer's Liability

<u>Coverage</u>	<u>Limit</u>
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$1,000,000.00
Disease – each employee	\$1,000,000.00
Disease – Policy Limit	\$1,000,000.00

Workers' Compensation/ Employer's Liability policies shall be endorsed to waive the insurer's right of subrogation against the Authority.

c. Automobile Liability (If Applicable)

<u>Coverage</u>	<u>Limit</u>
Bodily Injury and Property Damage Combined Single Limit ea.acc.	\$1,000,000.00
Uninsured Motorist	\$1,000,000.00
Underinsured Motorist (when not included in Uninsured Motorist)	\$1,000,000.00

This Policy must provide coverage for all owned, non-owned, and hired automobiles.

d. Umbrella Coverage

Per occurrence and Aggregate	\$1,000,000.00
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Coverage must be in excess of Commercial General Liability, Auto Liability and Employer's Liability. It must be no more restrictive than the primary coverage listed.

e. Professional Liability/Errors & Omissions

Per claim and Aggregate	\$2,000,000.00
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2. All insurance companies providing coverage must be rated A-VII or better by the A. M. Best Company.
3. Proposer's assumption of liability is independent from, and not limited in any manner by, the Proposer's insurance coverage obtained pursuant to this Agreement, or otherwise. All amounts owed by Proposer to the Authority as a result of the liability provisions of the Agreement shall be paid on demand.

4. Proposer insurance shall be primary and non-contributory with any insurance or self-insurance programs maintained by the Authority.
5. All coverage, with the exception of professional liability policy, must contain a Waiver of Subrogation in favor of the MPEA.
6. All policies, including professional liability policies but with the exception of the workers' compensation and employer's liability, shall be primary and non-contributory with any other insurance or self-insurance maintained by the Authority.
7. The Metropolitan Pier and Exposition Authority, its facilities, agents, officers, board members and employees are named as an additional insured by endorsement on the commercial general liability, auto liability and umbrella liability policies.
8. Subcontractors performing services for the Proposer shall maintain coverage and limits equal to or greater than these requirements unless the Proposer and the Authority mutually agree to modify these requirements for subcontractors based on subcontractor's scope of work. Proposer agrees that it will contractually obligate its subcontractors to promptly advise Proposer of any changes or lapses of the requisite insurance coverage and Proposer agrees to notify the Authority of any such notices. Proposer agrees that it will contractually obligate its subcontractors to indemnify and hold harmless the Authority to the same extent that Proposer is required to do so as provided in this Agreement. Proposer assumes all responsibility for monitoring subcontractor's contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of services. As an alternative, Proposer may include its subcontractors as additional insured on its own coverage. In the event that the subcontractors are included as additional insured, Proposer agrees to provide Workers' Compensation for subcontractors and their employees.

If at time of proposal submission, Proposer is requesting that the Authority waive the limit requirement for subcontractor(s) performing services, Proposer must identify the name of the subcontractor, the nature of the services provided by the subcontractor, the type of coverage to be waived, and the proposed limit.

9. Upon receipt of notice from its insurer, the Proposer will provide the Authority at least thirty (30) days' prior written notice of cancellation or non-renewal and ten (10) days' written notice due to non-payment of premium).

EXHIBIT 4

AXA Retirement 360SM Recordkeeping Services

This Exhibit sets forth the details of an agreement for Recordkeeping Services (the "Agreement") that will be provided by PlanConnect, LLC ("PlanConnect") to Metropolitan Pier & Exposition Authority ("Employer") for services related to the Metropolitan Pier and Exposition Authority 401(a) Contribution Plan and the Metropolitan Pier and Exposition Authority Deferred Compensation Plan and Trust (collectively hereinafter, the "Plan"). PlanConnect and the Employer may be referred to in this Agreement individually as a "Party" and together as the "Parties."

Section 1. Recordkeeping Service

1.1 Establishment of Accounts. PlanConnect will establish and maintain accounts under the Plan for Participants, beneficiaries, alternate payees, and forfeitures, as necessary. This includes maintaining daily balances, investment allocation elections, and transactions either by crediting or debiting the account record for the Participants as well as providing general services that are described below in this Agreement.

1.2 Plan and Participant Account. Upon PlanConnect's receipt of the executed plan setup paperwork in good order from the Employer, PlanConnect will create a Plan account. The Plan account will contain all of the plan provisions that are specific to the Plan Document for the Plan as well as contain the features that have been elected for services in connection with AXA Retirement 360SM defined contribution program. The Employer shall endeavor to keep the Plan Document up to date in compliance with applicable laws and shall notify PlanConnect of any changes to the Plan provisions.

Upon receipt of the appropriate enrollment form in good order, PlanConnect will establish an individual account for each Participant. "Participant" means an employee (or former employee) holding assets under the Plan who has not yet received a distribution of his or her entire accumulated benefit in his or her account and include an eligible employee electing to participate in the Plan. For purposes of this Agreement, the term "Participant" shall include beneficiaries and alternate payees, as applicable. For each such account, PlanConnect will record and maintain personal census information specific to each Participant and his/her investment allocation and direction, contributions allocated and invested, investment transfers and benefit payments.

PlanConnect will maintain and update employee data necessary to support Plan administration received from the Employer or its agent.

1.3 Census Data. The Employer shall provide a full census data file, via www.axa.com, with a listing of all employees and information for the Plan. The full census data file shall include the email addresses of the employees and Participants. This information will be utilized in multiple services that may be available to the Plan.

1.4 Plan and Participant Account. Upon PlanConnect's receipt of the executed plan setup paperwork in good order from the Employer, PlanConnect will create a Plan account. The Plan account will contain all of the plan provisions that are specific to the Plan Document for the Plan as well as contain the features that have been elected for services in connection with AXA Retirement 360SM defined contribution program. The Employer shall keep the Plan Document up to date in compliance with applicable laws and shall notify PlanConnect of any changes to the Plan provisions.

Upon receipt of the appropriate enrollment form in good order, PlanConnect will establish an individual account for each Participant. "Participant" means an employee (or former employee) holding assets under the Plan who has not yet received a distribution of his or her entire accumulated benefit in his or her account and include an eligible employee electing to participate in the Plan. For purposes of this Agreement, the term "Participant" shall include beneficiaries and alternate payees, as applicable. For each such account, PlanConnect will record and maintain personal census information specific to each Participant and his/her investment allocation and direction, contributions allocated and invested, investment transfers and benefit payments.

PlanConnect will maintain and update employee data necessary to support Plan administration received from the Employer or its agent.

Section 2. Investments

2.1 Investment Option Selection. The Employer is responsible for the selection and monitoring of the line-up of investment options that will be made available to the Plan Participants. Such investment options as of the date of this Agreement are listed at time of sale in the agreed upon proposal with the Employer and may change from time to time.

2.2. Investment Option Changes. The Employer must direct PlanConnect to add and/or remove investment options that are available to the Plan. Should the Employer request a change, the direction shall be in writing in a manner acceptable to PlanConnect and need to be received in good order at least 60 days prior to the effective date of such change as well as within prescribed regulations. Once the above requirements are satisfied, PlanConnect shall implement directions from the Plan regarding the investment options. In the event that PlanConnect is unable to implement any such direction, it shall notify the Plan immediately in writing and identify the reasons for the failure to implement. PlanConnect shall have the right to adjust the pricing for the Plan should there be any investment option changes.

In the event that there are any changes to the investment options available to the Participants, PlanConnect will notify the Employer of the changes detailing the timing and action needed from the Plan, if any. The Employer will provide instructions to PlanConnect in response to these changes within a reasonable amount of time to adjust to the deletion/addition of a particular investment option from the Plan.

2.3. Acknowledgment. PlanConnect and the Employer expressly agree (i) that PlanConnect is not acting as a Plan fiduciary to the Plan in the selection of the investment options made available under the Plans through AXA Retirement 360, and (ii) that PlanConnect has no fiduciary duty to monitor the performance of such investment options, but will provide the Employer with quarterly performance reports for such investment options via the Employer website.

The Employer authorizes PlanConnect to collect, retain, or remit to appropriate parties any payments received from a mutual fund, registered investment company, group trust, collective or pooled investment fund, if any.

2.4. Investment Restrictions. All investment options available through AXA Retirement 360sm under the Plan shall be subject to any issuer imposed restrictions or limitations including, but not limited to, equity wash rules as promulgated from time-to-time to restrict the transfer

of such portion of a Participant's account that is invested in a restricted investment fund from being reinvested in another investment fund emphasizing fixed income investments.

The Employer authorizes PlanConnect to restrict the trading of Participants who are identified by any mutual fund as having engaged in transactions in the fund's shares that violate policies established by the fund for eliminating and reducing any dilution of the value of the Fund. The Employer will disclose trading restrictions and redemption fees to Participants prior to their investing in investment options.

Section 3. Contributions

3.1. PlanConnect will process payroll contributions, including but not limited to salary deferral contributions, employer contributions, rollovers, contract exchanges, transfers, and changes of investment, as appropriate. Unless otherwise agreed to by PlanConnect, data for processing will be submitted to PlanConnect via a medium and format required by PlanConnect. PlanConnect shall provide notice through the Employer website of participant elections to ensure timely adjustments to payroll.

PlanConnect shall take no responsibility for monitoring or aggregating the amount of any contribution(s) to any Participant's account(s) under the Plan, or for calculating or determining the amount of any "catch-up contribution" that any Participant is eligible to make under the Code and the Plan unless separately agreed to in writing by both the Employer and PlanConnect. The Employer or its agent shall be responsible for ensuring that all contribution limitations imposed by the Code are met with respect to the Plan and each account under the Plan.

3.2 The Employer shall determine, arrange for, and supply, directly to PlanConnect all data necessary to properly allocate contributions. Contributions will not be credited until such time as the contribution allocation data is in good order. To be in good order, the contribution allocation data for each Participant must reconcile with the total contribution amount received by the Custodian. For purposes of this Agreement, "Custodian" shall mean Reliance Trust Company or any other custodian approved by PlanConnect. If the contribution allocation data is not in good order, PlanConnect will notify the Employer that contributions will not be credited until such time as the data is in good order. Unless otherwise agreed to by PlanConnect, data for processing will be submitted to PlanConnect via a medium and format required by PlanConnect.

3.3. Contributions will be credited to each Participant's account, as directed by the Employer and/or Participant, and invested in one or more of the investment funds (or options) offered under AXA Retirement 360sm in accordance with the most current investment direction on file with PlanConnect. On each day the New York Stock Exchange is open for business ("Business Day"), PlanConnect shall allocate earnings and losses as reported to PlanConnect for each investment option to each Participant's account based on the Participant investment direction in the investment option.

3.4. PlanConnect will recordkeep contributions according to type of contribution, as directed by the Employer, or, in the case of rollovers, contract exchanges or changes of investment options, as directed by the prior vendor or recordkeeper. PlanConnect will maintain and process changes to Participants' contribution allocations between investment options within his or her account.

3.5. Any amounts contributed in error by the Employer to the Plan shall be returned to the Employer within seven business days of the receipt of a written notice from the Employer to PlanConnect which establishes the error, the amount of such error and the intended disposition of such error.

3.6. Should PlanConnect receive direction from the Employer via a contribution remittance for a Participant whom has not had a Participant account established with PlanConnect, PlanConnect will hold the contributions in a suspense account for a reasonable period of time. In the event PlanConnect does not receive necessary documentation to establish the Participant account within a reasonable period of time, the contribution in question will be returned to the Employer.

3.7. The Employer must remit contributions in a timely manner in contributions in a timely manner in accordance with the Plan and applicable law. Notwithstanding anything in this Agreement to the contrary, PlanConnect will have no duty or authority to collect any contributions. PlanConnect will have no duty or authority to inform the Employer or anyone of any facts concerning any contributions that were not remitted to Custodian, or that were remitted late.

Section 4. Website – Employer Access and Participant Access

4.1. Employer Online Services. PlanConnect will make available to the Employer a website through which the Employer can access the following information:

- Investment options
- Plan-level features
- Participant accounts
- Report capabilities
- Payroll submission
- Common Plan specific reports

The Employer shall be responsible for reviewing the accuracy of any information contained in any report from PlanConnect or posted to the Employer website. The Employer or its designee shall have an obligation to notify PlanConnect immediately in writing of any inaccuracies or errors in such reports. PlanConnect shall assume Employer's approval on such report after thirty (30) days from the date the report was posted.

4.2. Participant Online Services. PlanConnect will make available to the Participants a website through which they can access the following information about their account and conduct certain transactions:

- View their account balance
- View their daily investment option values and interest rates
- Transfer among investment options and change their future contribution allocation
- General Plan information
- Model loans
- View confirmation notices after certain transactions (e.g., transfers and address changes).

The website will only become available to Participants after their account has been established. The website(s) may occasionally be unavailable to accommodate system maintenance.

Section 5. Benefit Distributions

5.1. The Employer shall notify PlanConnect in writing or through a census data file if there is a distributable event under the terms of the Plan to a Participant, beneficiary, or alternate payee.

Upon receipt of direction from the Employer or its designee and applicable forms in good order, PlanConnect shall initiate and provide the following transaction processing services and forward necessary directions received from the Employer or Participants to the Custodian to process benefit payment requests:

- a) Distribution requests (including rollover distribution requests and contract exchanges/transfer requests).
- b) Loan requests if permitted under the Plan and applicable funding vehicles. PlanConnect will establish a loan account for the Participant, provide the loan amortization schedule online, monitor scheduled repayments and notify the administrator in case of a loan default.
- c) Account division and/or applicable distributions associated with Qualified Domestic Relations Orders (QDRO).

5.2. In connection with benefit payments, the Employer agrees that the Custodian, and not PlanConnect, will provide the following services pursuant to the custodial agreement entered into with the Employer and the arrangement PlanConnect entered into with the Custodian:

- a) Withhold the necessary amounts required by law and remit such amounts withheld directly to the Internal Revenue Service;
- b) Issue a check directly to the order of the Participant, beneficiary or alternate payee, or to the trustee(s) of another qualified Plan or such other eligible retirement Plan to whom the distribution may be directly rolled over by the Participant, beneficiary or alternate payee; and
- c) Prepare the necessary tax reporting and transmittal forms (e.g., Form 1099R) and forward directly the required copies to the Internal Revenue Service and to the Participant, beneficiary or alternate payee, whichever is applicable, for the amounts distributed.

In the case of a distribution issued by check, if the check is not deposited or cashed after six (6) months, the monies are returned to the Plan.

Section 6. Other Services

6.1. Enrollment Materials. PlanConnect shall assist each Participant with the enrollment process and facilitate the distribution of enrollment materials to all employees identified as eligible for Plan participation.

6.2. Access to Account Information. PlanConnect will make Plan and/or Participant level account information available to any third party administrator and/or servicing agent to enable them to provide necessary Plan services, provided the Employer has authorized PlanConnect

to make such information available.

6.3. Customer Service Representatives. PlanConnect will provide customer representatives to the Employer and Participants during the normal business hours to answer questions and assist in certain transactions.

PlanConnect will provide Participants with PlanConnect's Telephone Inquiry System, which provides information, via either a voice response system ("VRS") or a customer service representative. Subject to compliance with applicable laws, all telephone calls will be recorded. PlanConnect will operate its VRS in accordance with reasonable provisions to ensure the security of such services.

The VRS may occasionally be unavailable to accommodate system maintenance.

6.4 Minimum Required Distribution. PlanConnect will notify the Participants that have attained at least age 70 ½ within the current calendar year and provide the paperwork necessary to take a distribution of the current required minimum distribution as well as to set up an automatic required minimum distribution service. In addition, a report is sent to the servicing agent for the Plan that will show the minimum required distribution amount due to the Participant assuming they are not married and based only on the Participant account value held in connection with AXA Retirement 360SM and the amount the Participant has taken as a required minimum distribution.

6.5 Beneficiary Form Maintenance. PlanConnect will maintain beneficiary designations received from Participants. The Employer instructs and authorizes PlanConnect to, without the Employer's signature, accept, maintain and file all beneficiary designation forms received by it in good order and in a manner acceptable to PlanConnect.

6.6 Participant Statements. PlanConnect shall prepare and provide to Participants electronic statements of their account balances held in connection with AXA Retirement 360SM under the Plan. Quarterly statements are available on the Participant website no later than 15 days after quarter end. A Participant who has not elected electronic delivery of their statement will receive their statement mailed to them at the address that PlanConnect has on record.

6.7 Employer Notification and Participant Notices. Employer will be responsible for preparing and delivering Participant notices. When there are changes made to the investment options that are available to Participants, PlanConnect will prepare a notification to the Employer as well as a Participant notice for the Employer to utilize with the Plan Participants. The Employer notice and Participant notice will be posted online via the Employer and Participant website. In addition, if a Participant has elected to receive their communications from PlanConnect via paper, PlanConnect will deliver the notice to the Participant via the United States Postal Service. PlanConnect will notify the Employer of the publishing of notification to the Employer website through email.

Section 7. Recordkeeping and Other Fees

In consideration of the performance of the services herein described, PlanConnect will impose the charges and expenses specified in Exhibit A as amended from time to time, and in other written disclosures as PlanConnect may provide to the Employer from time to time. In addition, PlanConnect and/or its affiliates may also receive certain payments from the investment options

in support of the recordkeeping, administrative and/or distribution services provided in connection with the Plan. Upon request, PlanConnect agrees to disclose all such fees that are required to be disclosed under ERISA Section 408(b)(2) to the Employer.

The Employer agrees to pay PlanConnect all invoiced amounts in full within thirty (30) days after the date of the invoice. In the event that the Employer disputes the amount due for any invoice, the Employer shall notify PlanConnect promptly of the amount and nature of the dispute. The Employer agrees not to delay payment of any portion of the amount that is not in dispute. PlanConnect reserves the right to change the recordkeeping and other fees under this Agreement upon ninety (90) days prior written notice to the Employer.

Any Plan charges described in Exhibit A, which remain unpaid for more than 180 days after the due date, may be deducted from the Plan's forfeiture account upon written notice to the Sponsor.

Section 8. Employer Acknowledgment and Representation

8.1 The Employer acknowledges that the services are of a directed nature and PlanConnect shall not perform any service that would cause PlanConnect to be treated as an "administrator" or a "fiduciary" of the Plan (within the meaning of Sections 3(16) and 3(21) of ERISA) to the extent that PlanConnect adheres to the terms set forth in this Agreement. Nothing in this Agreement is intended to give PlanConnect any discretionary authority or any discretionary responsibility for the Plan, and the relationship of PlanConnect to the Plan is intended to be that of a directed recordkeeper with respect to the services.

8.2 The Employer appoints PlanConnect to exclusively provide the non-discretionary recordkeeping, communication and other services set forth in this Agreement for the Plan for the term of this Agreement.

8.3 The Employer acknowledges that the timely provision of accurate, consistent, and complete data and documentation requested by PlanConnect is essential to the proper delivery of services and PlanConnect shall not be responsible for incomplete or inaccurate services to the extent caused by Employer's or any other party's failure to so provide such data. PlanConnect shall be entitled to rely on the accuracy and completeness of such data and shall have no duty to verify such information except where the data is clearly erroneous on its face. Where the information provided to PlanConnect by the Employer was incorrect, and where services previously provided, based on such incorrect information, must be performed again, PlanConnect reserves the right to charge additional fees at the standard rates set forth in this Agreement. PlanConnect shall have no responsibility or liability for any error, inadequacy, or omission which results from inaccurate information, data documents or other records provided to PlanConnect.

8.4 The Employer acknowledges that PlanConnect is in no duty to determine whether the Plan is subject to ERISA and shall be fully entitled to rely on the Employer's representation of the Plan's ERISA status and tax-qualified status as well as the terms of the Plan. The Employer agrees to notify PlanConnect immediately in writing if the Employer has reason to believe the Plan is or will be subject to ERISA or if there are any changes related to the Plan. The Plan Sponsor further acknowledges that the Plan is not prohibited by any applicable federal, state or local statutes and/or regulations to offer AXA Retirement 360SM defined contribution

program to its participants and that it has determined that AXA Retirement 360SM defined contribution program is a suitable funding vehicle for the Plan.

8.5 The Employer agrees that recordkeeping services described herein shall be performed by PlanConnect with respect to only those Plan assets invested through AXA Retirement 360 defined contribution program. PlanConnect shall perform its obligations hereunder as agent for the Employer and only in accordance with instructions received from those persons authorized to act on behalf of the Employer as specified to PlanConnect in writing.

Section 9. Employer Direction and Responsibility

If and to the extent the Employer's failure to timely perform its responsibilities under this Agreement causes PlanConnect to fail to meet its obligations hereunder, PlanConnect shall be excused from performance only with respect to the specific matters for which the Employer has failed to timely perform. and shall not be responsible for any losses resulting from its failure to perform or delay in performing. After any failure on the part of the Employer to meet its obligations, PlanConnect shall assert best efforts within commercially reasonable limits to satisfy its obligations hereunder. The Employer further agrees that in the event any change it intends to make to its Plans, policies, or procedures would require PlanConnect to alter the manner in which it provides any services hereunder, detailed documentation describing such changes must be provided by Employer to PlanConnect sufficiently in advance of the effective date of such changes to reasonably enable PlanConnect to make such modifications.

Section 10. Custodian

10.1. The Employer authorizes and directs PlanConnect to provide Custodian with Participant level information (including, but not limited to Participants' names and social security numbers and their financial activities) required to comply with applicable laws.

10.2 The Employer acknowledges that it grants PlanConnect the authority to forward directions received from the Employer or Participants to purchase and sell investment options, distribute from the Plan and conduct other transactions with respect to the Plan assets held by the Custodian under the custodial agreement.

10.3 The Employer acknowledges that Custodian, not PlanConnect, shall serve as a paying agent for one or more group annuity investments (which are investment products manufactured by AXA Equitable Life Insurance Company) as held within the Plan, and perform custodial and cashing services which include but are not limited to the recording and retention of all Plan cash, collecting of Plan contributions, issuance of Plan and Participant distributions, tax withholding, remittance and reporting.

Section 11. Termination

11.1 Term. The term of this Agreement will commence effective immediately upon execution by both Parties and shall remain in force until terminated by either Party as provided herein.

11.2 Termination. Either Party may terminate this Agreement upon at least sixty (60) days prior written notice to the other Party. Within ninety (90) days of termination of this Agreement, PlanConnect will deliver to the Employer any reports required by this Agreement which have

not already been provided.

Section 12. General Provisions.

12.1 Transactional Fund Earnings/Losses – Breakage. PlanConnect will process all investment instructions (including for the investment of new contributions, transfers between investment options and other directions) that are timely received in good order before 4:00 pm eastern time (or before the New York Stock Exchange closes, if earlier) on the Business Day received at that day's closing price. If PlanConnect is responsible for a transaction processing delay or error, PlanConnect will correct the issue as soon as possible and return the Plan and Participant account to the economic position that they would be in absent the delay or error. If correction processing generates a shortfall to the Plan and Participant account, PlanConnect makes the account whole by paying the shortfall. If correction processing generates an overage (*i.e.*, an amount in excess of what would be in the account if the error did not occur), PlanConnect retains the overage as a component of its compensation for transaction processing services, including its agreement to make the Plan and Participant account whole for the delays or errors caused by PlanConnect. Upon Employer's request, PlanConnect will provide additional information about the correction process, and the shortfalls and overages pertaining to the Plan.

12.2 Confidentiality of Data. PlanConnect shall treat all Plan, Participant information or data received from the Employer and/or Participants as confidential. Except as otherwise required by applicable law or regulation, PlanConnect shall not disclose confidential information to a third party or use such information except for the purpose of providing services under this Agreement without the approval of the Employer. The Employer hereby agrees that PlanConnect, its officers, employees, brokers, registered representatives, vendors and professional advisors may use and disclose Plan and Participant information to enable or assist it in the performance of its duties hereunder and with other Plan related activities and expressly authorizes PlanConnect to disclose Plan and Participant information to the Plan's servicing agent and/or broker of record on file with PlanConnect. The Employer further authorizes PlanConnect to contact any Participant at his or her home or business address to obtain information needed to perform the services under the Agreement.

12.3 Participant Education. The Employer permits PlanConnect (and its designee) to communicate to its eligible employees and Participants about their retirement savings. PlanConnect shall provide a copy of all educational literature to Employer for review prior to distributing such communication to participants.

Exhibit A

The fees set forth below are in addition to any administrative and investment-related fees, as further described in the prospectus accompanying each mutual fund and/or group annuity contracts. PlanConnect agrees and acknowledge that it will supply Employer with a summary and clear disclosure of all applicable fees and charges, including a summary detailing all indirect compensation that AXA Equitable Life Insurance Company and PlanConnect receive in connection with the services under this Agreement and otherwise related to AXA Retirement 360 defined contribution program. Upon signing the Agreement, Employer acknowledges that it has reviewed all applicable fees and charges and determined such fees and charges are reasonable

The payment of recurring fees paid to PlanConnect is determined by the selection made in the Plan Setup Paperwork Questionnaire portion of the Agreement. This payment can be paid in total or combination of Employer paying the amount to PlanConnect outside of Plan assets and/or payment from Plan assets on a pro-rata or per capita basis. Below are the description of the fees and the timing of assessment.

Recurring fees paid to PlanConnect:

Recordkeeping and Per Participant Charge:

The agreed upon recordkeeping related charges as of the date of this Agreement are as follows: [\$40.00 per participant (annually)]

The recordkeeping fee is calculated quarterly based on the last business day of each calendar quarter. If PlanConnect did not service the Plan for a full calendar quarter, the fee will be pro-rated to account for a portion of the quarter. In the event of termination of this Agreement before the end of a quarter, the fee is calculated based on the Plan asset value on the effective date of termination and a pro rata portion of the fee for that calendar quarter will be charged

The Per Participant Fee is based upon the number of Participants with an account balance greater than \$0.00 at the end of the calendar quarter. If PlanConnect did not service the Plan for a full calendar quarter, the fee will be pro-rated to account for a portion of the quarter. In the event of termination of the Agreement before the end of a quarter, a pro rata portion of the fee for that calendar quarter will be charged.

Plan per occurrence fees:

Manual Conversion (paper)

This fee compensates PlanConnect for additional costs associated with acceptance of prior Plan information via paper and data processing of said information. This charge will be calculated based on the hours needed to process information. The hourly rate is \$250 per hour.

Manual Payroll Processing

This fee compensates PlanConnect for the manual processing of any payroll roster that does not use the PlanConnect provided web based tool and ACH debit format. This charge is per file processed manually and is \$100.00 per

payroll file. The manual payroll processing fee only applies if the Plan submits a payroll roster other than via the Employer Online access.

Plan Termination Processing

This is a one-time fee of \$1,500 and this fee compensates PlanConnect for costs associated with winding up Plan operations and payment of benefits to all Participants.

Deconversion Fee

This fee compensates PlanConnect for costs associated with providing Plan and Participant information to a successor service provider. This charge is \$1,000 and will need to be satisfied prior to Plan assets being transferred to subsequent provider.

Market Value Adjustment (MVA) on AXA Fixed Account

This is an investment charge for early termination of the AXA Fixed Account Contract. More information about when an MVA may be imposed and the method of calculating the MVA are provided in the AXA Fixed Account Contract.

Any Plan charges described in this Section, which remain unpaid for more than 180 days after the due date may be automatically deducted from the Plan's forfeiture account upon notice to Employer.

Participant Initiated Transactional Charges

The following Participant initiated transactional charges will be deducted on a pro-rata basis from all investment options, including the AXA Fixed Account from Participants' accounts, at the occurrence of any of the following events. A portion of the Participant initiated transactional fees deducted by PlanConnect may be paid to the Custodian for its cashiering services. The Employer represents that such deduction is permissible under the terms of the Plan and further agrees to hold PlanConnect, its agents, employees and affiliates harmless with respect to any consequences that may follow as a result of such deductions.

Participant Disbursement

By ACH	\$0
By Check	\$25
By Wire	\$90

PlanConnect receives this fee for processing a participant's benefit distribution including preparation and filing of Form 1099-R, mailing of Form 1099-R to the Participant and submission of any income tax withholding. Should a Participant receive a full distribution of their account balance, the recordkeeping and per participant charge applicable for the pro-rated portion of the quarter will be deducted from the Participant's account balance prior to distribution.

Loan Issuance and Disbursement

By Check or ACH	\$125
By Wire	\$215

This charge compensates PlanConnect for costs associated with loan modeling, preparation of loan documents (promissory note and amortization schedule), establishment of loan on recordkeeping systems, monitoring loan repayments, and if required, notifying the Plan Administrator and Participant of an impending loan default and issuing Form 1099-R for defaulted loans.

Transfer of Assets to Another Provider within Plan

By Check or ACH \$25

By Wire \$115

This charge compensates PlanConnect for costs associated with processing and transferring a portion or all of the Participant account balance from AXA Retirement 360SM to another approved provider within the Plan.

Overnight Delivery Fee

\$35

This charge compensates PlanConnect for costs associated with expediting the mailing of a loan or disbursement check.

Check Stop Payment

\$15

This charge compensates PlanConnect for costs associated with placing a stop payment on a loan or disbursement check.

Recurring Distributions

By ACH \$0

By Check \$40

PlanConnect receives this fee for setting up and processing a Participant's recurring benefit distribution including preparation and filing of Form 1099-R, mailing of Form 1099-R to the Participant and submission of any income tax withholding.