

Letter of Engagement



PENSERVCO, Inc.
600 Bypass Drive, Suite 223
Clearwater, FL 33764

To Whom It May Concern:

(Company Name) agrees to retain PENSERVCO, Inc.

(PENSERVCO) to provide administrative services to the 401(k) Plan (Plan Name), sponsored by our firm. Generally, these services will include those checked below and/or indicated on the attached Administration Fee Schedule. Services indicated with an * (if applicable) will be billed at the rate on the Administration Fee Schedule.

1. IRC 401(k) and 401(m) Test Compliance	X
2. IRC 410(b) Test Compliance	X
3. Top-heavy Test Determination	X
4. IRC 415 Benefit Testing and Refund Calculations	X
5. Preparation of Trust Financial Statements	X
6. Preparation of Annual Allocation Reports	X
7. Preparation of Summary Annual Report	X
8. Preparation of Employee Benefit Statements	X
9. Application for Trust Identification Number, if required	X
10. Calculation of Vested Amounts	X
11. Preparation of IRS Form 5500, 5500 -SF or 5500 -EZ and Related Schedules, as applicable	X
12. Maintenance of Participant Plan Account Information	X
13. Annual Plan Document Review for Compliance and Design	X
14. Forfeiture Allocation	X
15. Earnings Allocation	X
16. Participant Eligibility Determination	X
17. Determination of 401(k) Refunds (plus accompanying IRS forms for payment)*	X
18. Assistance with Employee Enrollments, as applicable	X
19. Participant Termination Calculations and Distribution Forms as required*	X
20. 70 ½ Minimum Distribution Requirements and Calculation*	X
21. Provide assistance for CPA and/or IRS Audit Requirements* (if applicable)	X
22. Preparation of loan documents and annual loan administration*	X
Plan Installation Services – For New Plans Only	
1. Plan Document Design and Implementation	X
2. Master Summary Plan Description	X
3. Corporate Resolution	X
4. Notice to Interested Parties, as applicable	X
5. Initial Plan Set-up of Participant Accounts	X
6. Assistance with Employee Enrollments, as applicable	X

*Separate fees may apply, if applicable. Please refer to PENSERVCO's fee schedule.

It is understood that PENSERVCO may request prepayment of a portion of the annual administrative fee and/or installation fee before beginning work on the valuation. We agree to prepay such amounts as requested.

It is understood and agreed that PENSERVCO will bill for services as agreed upon. We understand that the fee may vary according to the completeness of the data and information supplied to PENSERVCO.

As part of this Agreement, _____, (Company Name) agrees to provide PENSERVCO with the following upon request:

1. The completed census of employees, including dates of birth, dates of hire, dates of termination, current salary, and salary history.
2. Amounts shown as deductions on the employer's 1120 or Schedule C Profit or Loss Form.
3. Any other information necessary to complete the annual valuation, government reporting forms or assigned project, including but not limited to information relating to other corporate or non-corporate ownership interests.

This Agreement shall continue in force until such time that either party presents written notice thirty (30) days in advance of intent to terminate the Agreement. Upon receiving notice of termination of this Agreement and payment of all fees then outstanding or incurred upon termination, PENSERVCO agrees to return any files that are the property of the plan sponsor, as requested. Please note that the investment institution holding the plan's assets may charge a termination or surrender fee at the time of liquidation or transfer to another investment provider. If applicable, this fee is outside of PENSERVCO or the terms of this agreement.

****Important Notice****

The following services will not be provided as normal administration and will be itemized and billed separately.

1. Actuarial studies.
2. Year-end tax-planning work and other requested consulting services.
3. Revisions due to incorrect information supplied to PENSERVCO.

Any failure to pay fees within a reasonable period may be considered a breach of this Agreement and shall release PENSERVCO from any obligation to perform services in accordance with this Agreement. Fees not paid within 45 days from the date billed, may incur a late payment charge of up to 15%. PENSERVCO accepts responsibility for the terms limited to this Engagement Letter.

PENSERVCO does not accept responsibility for errors resulting from incorrect information supplied by the employer or agents acting on behalf of the employer, such as attorneys, accountants, trust officers, advisors, insurance agents, or other servicing organizations. If the information supplied is incorrect and necessitates revision, PENSERVCO will assess an additional fee based upon the time required to complete the revision. If the mistake is due from an error on behalf of PENSERVCO, the work will be revised at no additional charge.

I accept this agreement on behalf of: PENSERVCO, Inc.

Date

I accept this agreement on behalf of:

Date

Submit completed forms via email to cconnolly@penservco.com, fax to (727) 445-7721 or mail to 600 Bypass Drive Suite 223 Clearwater, FL 33764. Please make payments via check payable to PENSERVCO, Inc. and mail with forms.

FICPA Member Start-Up Plans

PENSERVCO

Fee Summary

- **One Time Setup Fee** \$500
- **Annual Administration Fee** (Covers up to 10 participants) \$1,200
- **Annual Per Participant Fee in excess of 10** \$25
- **Covered Annual Administration Services**
 - All Compliance Tests
 - Contribution Calculation/Analysis
 - Top Heavy Tests
 - Signature Ready 5500 Forms and Attachments, as required
 - Summary Annual Report
 - Vesting Calculations
 - Eligibility Review
 - Forfeiture Allocations
 - Plan Document Review

Additional Services:

Periodically, non-covered services may be needed or requested by the employer including, but not limited to, cross testing of profit sharing contributions, failed testing calculations, mergers with another plan, additional testing, document updates or amendments, etc.

Credit Card Information (to be completed by customer)

Card type MasterCard VISA Discover AMEX Other _____

Cardholder name _____ Cardholder ZIP Code _____
(as shown on card) (from credit card billing address)

Card number _____ CVV _____ Expires _____ / _____

- In addition to the one time setup fee, please automatically charge my credit card for the annual administration fee. I understand charges will occur in the amount of \$300 each quarter and I can stop the automatic charges at any time by notifying my PENSERVCO plan representative. I further understand that the first year is not pro-rated and the initial quarterly billing will include all quarters to date. As an example, if plan is set up in June, the initial quarterly charge will be billed on July 1st for \$900 to cover quarters 1 through 3.

Customer's signature

Date