



## Explanation of Contents:

Please find items that need to be completed in order to setup your retirement program with Dyatech:

**Section 1 -** Company information. Please be advised this information will be used in Dyatech's main client database and to setup your program throughout our system.

**Section 2 -** Employer information. This section requests information to start a plan.

Eligibility of an employee is defined as 12 months of service and at least age 21. A participant may defer the maximum amount of their compensation defined by law not to exceed \$16,500 for 2009. An employee may enter the plan monthly and make salary deferrals changes monthly. Roth 401(k) deferrals will be allowed. Compensation is defined as all gross taxable wages and an employee may defer from bonuses received. Rollovers from an outside 401(k) Plan will be accepted prior to an employee becoming eligible.

**Section 3 -** Employer contributions. This section defines whether the employer would like to select an employer Safe Harbor contribution.

Forfeitures may be used to pay administrative expenses or allocated to employees as an additional employer contribution. Involuntary distributions will be processed if a participant terminates employment and their vested balance is between \$5,000 and \$1,000. The participant is given 30 days to make an affirmative election with regards to their account balance. If they don't, then they are automatically transferred to an IRA account or cashed out if the balance is less than \$1,000.

The Plan will have the ability to make a traditional discretionary employer matching contribution. If the company chooses to make a traditional matching contribution it will be done at year end. There will not be yearend restrictions in order to receive this contribution but the participant must complete 1,000 hours of service to receive a traditional matching contribution. The

vesting schedule for this traditional matching contribution will be 6 year graded.

The Plan will also have the ability to make a discretionary Profit Sharing contribution. The Profit Sharing contribution will be a traditional non-integrated contribution based on a percentage of each participant's compensation.

This plan allows loans, hardship withdrawals, and in-service withdrawals.

**Section 4 -** ACH Information. This section is for collecting banking information in order to setup the automated draft process for employee 401(k) contributions and Dyatech's monthly per person fee.

**Section 5 -** Investment Options. This is the section where the Core Fund options are selected for the plan.

**Section 6 -** Recordkeeping & Service Agreement. This is Dyatech's service agreement with the client. This section details annual fees, duties, and authorized representatives.

**Section 7 -** SunGard Application and Signature Section. This section is the signature section for the Plan Design Kit as well as signatures required to open the individual fund accounts with each mutual fund family. Please enter broker dealer information for the Plan's Financial Advisor. Dyatech will use the Financial Advisor's information to establish the investment options with each fund company.

Dyatech requires an original copy of the Medallion Stamp Signature Guaranteed signature page.

Please contact the Marketing Department at 866-651-4222, ext. 500 with questions or comments or to schedule a conference call. Once you have completed the Plan Design Kit, please fax the completed pages to 601-510-9894 or email to [marketing@dyatech.com](mailto:marketing@dyatech.com).

Thank you for your business!

02/2009

**Section 1 Company Information**

<b>Contact person and title</b>		<b>Tax ID #</b>		<b>Fiscal Year End</b>	
<b>Company name</b>					<b>Phone Number</b>
<b>Street address</b>			<b>City</b>	<b>State</b>	
<b>Email address</b>	<b>Fax number</b>	<b>Zip</b>	<b>IRS Plan #</b>		

- Type of Entity**
- a.  Corporation (including tax-exempt or non-profit)
  - b.  S Corporation
  - c.  Sole Proprietorship
  - d.  Partnership (including Limited Liability)
  - e.  Professional Service Corporation
  - f.  Limited Liability Company that is taxed as:
    - 1.  partnership or sole proprietorship
    - 2.  a corporation
    - 3.  an S corporation

**Section 2 Employer Information** **Helpful Hints**

1. **Plan Name** \_\_\_\_\_

2. **Trustee of the Plan** \_\_\_\_\_

**Dyatech will assist the plan in obtaining Fidelity Bond Coverage for this Plan.**  
 This bond is required and typically provided by a property casualty insurance carrier. The guidelines are 10% of the plan assets not to exceed \$500,000.

3. **Is the organization a member of a “controlled group” or an “affiliated service group” as defined by the Internal Revenue Service?**

Yes  
 No

4. **Effective date of Dyatech services**

This is a new plan and will be effective \_\_\_\_\_.

Please enter a plan name. The most common names follow something like “ABC Company 401(k) Plan”

A controlled group is defined as multiple companies with a common ownership percentage. An affiliated service group is defined as one type of group of related employers and refers to two or more organizations that have a service relationship and, in some cases, an ownership relationship. Dyatech invoices based on the effective date listed in this section. Dyatech invoices from this date regardless of when the plan is officially live.

**Section 3 Employer contributions: Match, Profit Sharing, Safe Harbor Contribution**

5. **Will the company make a Safe Harbor employer contribution?**

No. (Please skip to section 4)  
 Yes. (Please answer questions 6-7)

6.  a. **Basic Matching Contribution.** The Employer will make Matching Contributions to the account of each "Eligible Participant" in an amount equal to the sum of 100% of the amount of the Participant's Elective Deferrals that do not exceed 3% of the Participant's Compensation, plus 50% of the amount of the Participant's Elective Deferrals that exceed 3% of the Participant's Compensation but do not exceed 5% of the Participant's Compensation.

b. **Enhanced Matching Contribution.** The Employer will make Matching Contributions to the account of each "Eligible Participant" in an amount equal to the sum of 100% of the Participant's Elective Deferrals that do not exceed \_\_\_\_% of the Participant's Compensation.

c. **Non-elective Safe Harbor Contributions.** The Employer will make a Safe Harbor Non-elective Contribution to the account of each "Eligible Participant" in an amount equal to 3% of the Employee's Compensation for the Plan Year.

For Non-elective Safe Harbor, please choose one of the following:  
 Discretionary       Non-discretionary

7. **What is the frequency for making the Safe Harbor contribution?**

a. Each pay period    b. Monthly    c. Quarterly    d. Plan Year

For startup or new plans this option must be chosen prior to Oct. 1 of each year. For existing plans, this option may only be elected 30 days before the beginning of a plan year. If the matching option is selected, only employees who defer money receive an employer contribution.

This match is \$1 for \$1 up to 3%, then 50 cents on the dollar for the next 2%, up to 5%.

You may make an Enhanced Safe Harbor matching contribution \$1 for \$1 of 4, 5, or 6%.

This Safe Harbor contribution is 3% of an eligible employee's annual compensation, whether they defer money or not.

If Non-elective Safe Harbor is chosen and not made, the plan will be subject to non-discrimination testing, which may result in refunds to participants

If the Safe Harbor contribution is a match, we recommend each payroll period. If it is the non-elective 3% contribution, we recommend once a year.

Please complete the following ACH information. The information below will be used to automatically draft your company's checking account for 401(k) contributions which are part of the company's retirement plan contributions and Dyatech's monthly per person fee. The ACH Network is a highly reliable, efficient, nationwide, batch-oriented electronic funds transfer system governed by the NACHA OPERATING RULES, which provides interbank clearing of electronic payments for participating depository financial institutions. The Federal Reserve and Electronic Payments Network act as ACH Operators, central clearing facilities through which financial institutions transmit or receive ACH entries.

Bank Name \_\_\_\_\_

Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Routing Number \_\_\_\_\_

Account Number \_\_\_\_\_

Please be advised, Dyatech is able to process your contributions more timely and efficiently using the ACH system.

Dyatech Service Standards dictate that a client using our ACH processing system receives a guarantee their contributions will be invested within 3 business days.

Section 5 Investment Options for the Plan

**Select Specific Investment Options:**

Use the following table below to direct Dyatech as to which 15 investment options will be available for investment under your Plan.

<i>Please Select</i>	Fund Name	Morningstar Category	Morningstar Rating	Prospectus Gross Expense Ratio	Ticker
	AIM Basic Balanced R	Moderate Allocation	★	1.33	BBLRX
	AIM Basic Value R	Large Blend	★	1.39	GTVRX
	AIM Capital Development R	Mid-Cap Growth	★★★	1.50	ACDRX
	AIM Charter R	Large Blend	★★★★★	1.44	CHRRX
	AIM Conservative All R	Conservative Allocation	★★★★★	0.74	ACNRX
	AIM Constellation R	Large Growth	★★	1.50	CSTRX
	AIM European Growth R	Europe Stock	★★★★★	1.74	AEDRX
	AIM Global Real Estate R	Global Real Estate	★★★	1.60	RGREX
	AIM Growth All R	Large Growth	★★★	0.72	AADRX
	AIM Income Allocation R	Conservative Allocation	★★★	0.53	RLIAX
	AIM Intl Core Eq R	Foreign Large Value	★★★	1.70	IIBRX
	AIM Intl Growth R	Foreign Large Growth	★★★★★	1.69	AIERX
	AIM Large Cap Growth R	Large Growth	★★★★★	1.58	LCRGX
	AIM Large Cp Basic Val R	Large Blend	★	1.48	LCBRX
	AIM Mid Cap Basic Value R	Mid-Cap Blend	★★	1.68	MDCRX
	AIM Mid Cap Core Equity R	Mid-Cap Blend	★★★★★	1.46	GTARX
	AIM Mod ALI R	Moderate Allocation	★★★	0.63	AMKRX
	AIM Mod Cons Allc R	Conservative Allocation	★★★	0.64	CMARX
	AIM Mod Growth Alloc R	Large Blend	★★★★★	0.62	RAMGX
	AIM Short Term Bond R	Short-Term Bond	★★	0.55	STBRX
	AIM Small Cap Equity R	Small Blend	★★★★★	1.62	SMERX
	AIM Trimark Endeavor R	Mid-Cap Blend	★★	1.77	ATDRX
	AIM Trimark R	World Stock	★★★	2.09	ATKRX
	AIM Trmk Small Com R	Small Blend	★★★	1.62	ATIRX
	AIM US Govt R	Intermediate Government	★★★	1.20	AGVRX
	AllianceBer 2000 Ret St R	Target Date 2000-2010	★★★	1.02	LTARX
	AllianceBer 2005 Ret St R	Target Date 2000-2010	★★	1.08	LTBRX

	AllianceBer 2010 Ret St R	Target Date 2000-2010	★	1.10	LTDRX
	AllianceBer 2015 Ret St R	Target Date 2011-2015	★	1.14	LTERX
	AllianceBer 2020 Ret St R	Target Date 2016-2020	★	1.18	LTHRX
	AllianceBer 2025 Ret St R	Target Date 2021-2025	★★	1.20	LTJRX
	AllianceBer 2030 Ret St R	Target Date 2026-2030	★	1.22	LTKRX
	AllianceBer 2035 Ret St R	Target Date 2031-2035	★	1.22	LTLRX
	AllianceBer 2040 Ret St R	Target Date 2036-2040	★	1.22	LTSRX
	AllianceBer 2045 Ret St R	Target Date 2041-2045	★★	1.22	LTPRX
	AllianceBer Bal Wlth R	Moderate Allocation	★★	1.31	ABWRX
	AllianceBer Focus Gr&IncR	Large Blend	★★	1.49	ADGRX
	AllianceBer Global Val R	World Stock	★	1.68	ABGRX
	AllianceBer Gr & Inc R	Large Value	★★★	1.24	CBBRX
	AllianceBer Growth R	Large Growth	★	1.47	AGFRX
	AllianceBer High Income R	Multisector Bond	★★★	1.18	AGDRX
	AllianceBer Interm Bd R	Intermediate-Term Bond	★★	1.05	ABQRX
	AllianceBer Intl Gr R	Foreign Large Blend	★★	1.48	AWPRX
	AllianceBer Intl Val R	Foreign Large Value	★	1.40	AIVRX
	AllianceBer LargeCap Gr R	Large Growth	★★★★	1.43	ABPRX
	AllianceBer S/M Cp Gr R	Mid-Cap Growth	★	1.45	CHCRX
	AllianceBer Sm-Mid Val R	Mid-Cap Value	★★	1.35	ABSRX
	AllianceBer Small Cp Gr R	Small Growth	★★★	1.64	QUARX
	AllianceBer Utility Inc R	Utilities	★★★	1.52	AUIRX
	AllianceBer Value R	Large Value	★	1.33	ABVRX
	AllianceBernst WlthApp R	Large Blend	★★	1.43	AWARX
	Amer Funds AMCAP R3	Large Growth	★★★	1.01	RAF CX
	Amer Funds Amer H/I R3	High Yield Bond	★★	1.04	RITCX
	Amer Funds Amer Mut R3	Large Value	★★★★	0.94	RMFCX
	Amer Funds Bond Fund R3	Intermediate-Term Bond	★★	0.95	RBFCX
	Amer Funds CapWrldBd R3	World Bond	★★★	1.19	RCWCX
	Amer Funds CapWrldGI R3	World Stock	★★★★★	1.05	RWICX
	Amer Funds CplncBldr R3	World Allocation	★★★	0.94	RIRCX
	Amer Funds EuroPac R3	Foreign Large Blend	★★★★★	1.07	RERCX
	Amer Funds Fundamen R3	Large Blend	★★★★★	0.94	RFNCX
	Amer Funds Gr Fund R3	Large Growth	★★★★	0.91	RGACX
	Amer Funds Inc Fund R3	Moderate Allocation	★★★	0.93	RIDCX
	Amer Funds IntmBd Fd R3	Short-Term Bond	★★★	1.01	RBOCX
	Amer Funds Inv Co Am R3	Large Value	★★★★	0.92	RICCX
	Amer Funds New Econ R3	Large Growth	★★★★	1.13	RNGCX
	Amer Funds New Persp R3	World Stock	★★★★	1.05	RNPCX
	Amer Funds New World R3	Diversified Emerging Mkts	★★★★	1.31	RNWCX
	Amer Funds SMCP World R3	World Stock	★★★	1.35	RSLCX
	Amer Funds TrDtRt 2010 R3	Target Date 2000-2010	-	0.63	RCATX
	Amer Funds TrDtRt 2015 R3	Target Date 2011-2015	-	0.63	RCJTX
	Amer Funds TrDtRt 2020 R3	Target Date 2016-2020	-	0.63	RCCTX
	Amer Funds TrDtRt 2025 R3	Target Date 2021-2025	-	0.64	RCDTX
	Amer Funds TrDtRt 2030 R3	Target Date 2026-2030	-	0.65	RCETX
	Amer Funds TrDtRt 2035 R3	Target Date 2031-2035	-	0.65	RCFTX
	Amer Funds TrDtRt 2040 R3	Target Date 2036-2040	-	0.65	RCKTX

	Amer Funds TrDtRt 2045 R3	Target Date 2041-2045	-	0.65	RCHTX
	Amer Funds TrDtRt 2050 R3	Target Date 2050+	-	0.65	RCITX
	Amer Funds US Govt R3	Intermediate Government	★★★	1.04	RGVCX
	Amer Funds WashingtonR3	Large Value	★★★	0.93	RWMCX
	Federated Ameri Leaders K	Large Value	★★	1.62	FALKX
	Federated Cap Apprec K	Large Blend	★★★★	1.70	CPAKX
	Federated InterCntnl K	Foreign Large Blend	★★★	1.95	ICFKX
	Federated Kaufmann K	Mid-Cap Growth	★★★★	1.95	KAUFX
	Federated Kaufmann SmCp K	Small Growth	★★★	1.95	FKKSX
	Federated Max-Cap Ind K	Large Blend	★★	1.10	FMXXK
	Federated Mid Cp Gr Str K	Mid-Cap Growth	★★★	1.49	FGSKX
	Federated Short-Tm Inc A	Short-Term Bond	★★★	1.09	FTIAX
	Federated Stock Bond K	Moderate Allocation	★★★	1.75	FSBKX
	Federated Tgt ETF 2015 K	Target Date 2011-2015	-	1.00	FTOKX
	Federated Tgt ETF 2025 K	Target Date 2021-2025	-	1.00	FTWXX
	Federated Tgt ETF 2035 K	Target Date 2031-2035	-	1.00	FTHXX
	Federated Tot Ret Bd K	Intermediate-Term Bond	★★★	1.11	FTRKX
	Federated USGovt 2-5YrK	Short Government	★★★★	1.30	FIGKX
	First Amer Balanced R	Moderate Allocation	★★★	1.35	FBGYX
	First Amer Core Bond R	Intermediate-Term Bond	★★	1.20	FFISX
	First Amer Equity Idx R	Large Blend	★★★	0.87	FADSX
	First Amer Equity Inc R	Large Value	★★★★	1.42	FEISX
	First Amer Lg Cap Val R	Large Value	★★★	1.44	FAVSX
	First Amer Lg Cp Gr Opp R	Large Growth	★★★★	1.45	FLCYX
	First Amer Mid Cap Idx R	Mid-Cap Blend	★★★	1.00	FMCYX
	First Amer Mid Cap Val R	Mid-Cap Value	★★★★	1.49	FMVXX
	First Amer MidCapGrOpp R	Mid-Cap Growth	★★★★	1.47	FMEYX
	First Amer Rel Est Sec R	Real Estate	★★★★	1.48	FRSSX
	First Amer Sm Cap Sel R	Small Growth	★★★★	1.51	ASEIX
	First Amer Sm Cap Val R	Small Blend	★★★	1.56	FSVXX
	First Amer Sm Cp Gr Opp R	Small Growth	★★	1.72	FMPYX
	First Amer Sm Cp Idx R	Small Blend	★★★	1.08	ARSCX
	First Amer Str Agg All R	Large Blend	★★★★	0.65	FSASX
	First Amer Str Gr All R	Large Blend	★★★★★	0.65	FSNSX
	First Amer Tot Ret Bond R	Intermediate-Term Bond	★	1.24	FABSX
	First Amer US Gov Mtg R	Intermediate Government	★★	1.20	ARUIX
	First American InflPrtd R	Inflation-Protected Bond	★★★	1.10	FRIPX
	First American Lg Cp SI R	Large Blend	★★	1.46	FLSSX
	Franklin Capital Gr R	Large Growth	★★★	1.19	FKIRX
	Franklin Equity Income R	Large Value	★★★	1.20	FREIX
	Franklin Flex Cap Gr R	Large Growth	★★★★	1.18	FRCGX
	Franklin Growth R	Large Growth	★★★★	1.14	FGSRX
	Franklin Income R	Conservative Allocation	★★	0.97	FISRX
	Franklin Large Cap Val R	Large Value	★★	1.58	FLCRX
	Franklin Mid Cap Val R	Mid-Cap Value	★★★	1.55	-
	Franklin Rising Div R	Large Blend	★★★	1.26	FRDRX
	Franklin Sm Cap Val R	Small Value	★★★	1.48	FVFRX
	Franklin SmMid Cap Gr R	Mid-Cap Growth	★★★	1.26	FSMRX

	Franklin Strat Inc R	Multisector Bond	★★★★	1.13	FKSRX
	Franklin Tem Cnsv Tgt R	Conservative Allocation	★★★★	0.74	FTCRX
	Franklin Tem Gr Tgt R	Moderate Allocation	★★★	0.75	FGTRX
	Franklin Temp Core Allc R	Large Blend	★★★	0.66	-
	Franklin Temp Fnd All R	Moderate Allocation	★★	0.67	FFARX
	Franklin Temp Mod Tgt R	Moderate Allocation	★★★★★	0.75	FTMRX
	Franklin Temp Pers Allc R	Large Blend	★★★	0.67	-
	Franklin Total Return R	Intermediate-Term Bond	★★★	1.10	FTRRX
	Franklin US Gov Secs R	Intermediate Government	★★★	1.09	FUSRX
	Franklin Utilities R	Utilities	★★★★	1.09	FRURX
	Hartford Advisers R3	Moderate Allocation	★★	1.43	ITTRX
	Hartford Balanced Allo R3	Moderate Allocation	★★★	0.92	HBARX
	Hartford Cap Apprec R3	Large Blend	★★★★	1.46	ITHRX
	Hartford Capital Appl R3	Large Growth	★★★	1.77	HCTRX
	Hartford Conserv Alloc R3	Conservative Allocation	★★★	0.97	HCVRX
	Hartford Disc Eq R3	Large Blend	★★★	1.65	HGIRX
	Hartford Div & Gr R3	Large Value	★★★★	1.50	HDGRX
	Hartford Eq Gr Alloc R3	Large Blend	★★	0.95	HAARX
	Hartford Eq Inc R3	Large Value	★★★★	1.50	HQIRX
	Hartford Floating Rate R3	Bank Loan	★★★	1.25	HFLRX
	Hartford Global Growth R3	World Stock	★★	1.73	HALRX
	Hartford Global Health R3	Health	★★★	1.85	HGHRX
	Hartford Growth Alloc R3	Large Blend	★★★★	1.06	HRARX
	Hartford Growth Opps R3	Large Growth	★★★★	1.52	HGORX
	Hartford Growth R3	Large Growth	★★★	1.55	HGWRX
	Hartford High Yield R3	High Yield Bond	★★★	1.40	HAHRX
	Hartford Income Alloc R3	Intermediate-Term Bond	★★	0.96	HINRX
	Hartford Inflation PI R3	Inflation-Protected Bond	★★★	1.25	HIPRX
	Hartford Intl Growth R3	Foreign Large Growth	★	1.85	HNCRX
	Hartford Intl Opp R3	Foreign Large Blend	★★★★	1.79	IHORX
	Hartford Sm Cap Growth R3	Small Growth	★★	1.46	HSLRX
	Hartford Small Co R3	Small Growth	★★★★	1.65	IHSRX
	Hartford Stock R3	Large Blend	★	1.50	HASRX
	Hartford Target Rt 2010 R3	Target Date 2000-2010	★★	0.87	HTTRX
	Hartford Target Rt 2015 R3	Target Date 2011-2015	-		HTJRX
	Hartford Target Rt 2020 R3	Target Date 2016-2020	★★★	0.91	HTWRX
	Hartford Target Rt 2030 R3	Target Date 2026-2030	★★★★	0.86	HTHRX
	Hartford Tot Ret Bd R3	Intermediate-Term Bond	★★	1.25	ITBRX
	Hartford Value Opps R3	Large Value	★★	1.65	HVORX
	Hartford Value R3	Large Value	★★★★	1.65	HVFRX
	JHancock Bond R1	Intermediate-Term Bond	★★	1.34	JHBRX
	JHancock Small Cap Eq R	Small Growth	★★	1.62	SPVRX
	JHancock Sov Investors R1	Large Blend	★★★★	1.95	SVIRX
	JHancock Strategic Inc R1	Multisector Bond	★★★	1.35	JSTRX
	JHancock US Glb Lds Gr R1	Large Growth	★★★	1.80	UGLRX
	JHancock2 Lifestyle AggR3	Large Blend	★★	0.81	JRLAX
	JHancock2 Lifestyle BalR3	Moderate Allocation	★★	0.76	JRLBX
	JHancock2 Lifestyle ConR3	Conservative Allocation	★★★★	0.81	JRLCX

	JHancock2 Lifestyle GrwR3	Large Blend	★★★★	0.76	JRLGX
	JHancock2 Lifestyle ModR3	Conservative Allocation	★★	0.83	JRLMX
	Lord Abbett Affiliated R3	Large Value	★★★	0.98	LAFRX
	Lord Abbett All Val R3	Large Blend	★★★★★	1.26	LAVRX
	Lord Abbett Alpha Str R3	Small Blend	★★★	0.49	ALFRX
	Lord Abbett Amrc's Val R3	Moderate Allocation	★★★★	1.40	LAMRX
	Lord Abbett Bal Str R3	Moderate Allocation	★★★	0.49	BLARX
	Lord Abbett Bnd-Deb R3	Multisector Bond	★★	0.35	LBNRX
	Lord Abbett Cnvtbl R3	Convertibles	★★★★	1.36	LCFRX
	Lord Abbett Cr Fxd Inc R3	Intermediate-Term Bond	★★★★	1.04	LCCRX
	Lord Abbett Dvlp Grth R3	Small Growth	★★★★	1.08	LADRX
	Lord Abbett Gr&Inc Str R3	Moderate Allocation	★★	0.48	LGIRX
	Lord Abbett Grth Opp R3	Mid-Cap Growth	★★★★	1.65	LGORX
	Lord Abbett High Yield R3	High Yield Bond	★★★★	1.01	LHYRX
	Lord Abbett Lg-Cp Core R3	Large Blend	★★★★★	1.42	LRLRX
	Lord Abbett Lg-Cp Grth R3	Large Growth	★★★	1.24	LALRX
	Lord Abbett Total Rtrn R3	Intermediate-Term Bond	★★★★	1.04	LTRRX
	Lord Abbett Val Opps R3	Mid-Cap Blend	★★★★★	1.48	LVORX
	Lord Abbt Div Inc Str R3	Conservative Allocation	★★★	0.46	LIXRX
	Lord Abbt Dvsf Eq Str R3	Large Growth	-	0.45	LDSRX
	Lord Abbt Intl Cr Eq R3	Foreign Large Blend	★★★	1.62	LICRX
	Lord Abbt Intl Opp R3	Foreign Small/Mid Growth	★★	1.52	LINRX
	Munder Mid-Cap Core Gr R	Mid-Cap Growth	★★★	1.56	MMSRX
	Mutual Discovery R	World Stock	★★★★★	1.50	TEDRX
	Mutual Shares R	Large Value	★★★★	1.24	TESRX
	Pioneer Bond R	Intermediate-Term Bond	★★★	1.25	PBFRX
	Pioneer Cullen Value R	Large Value	★★★★★	1.40	CVREF
	Pioneer Emerging Mkts R	Diversified Emerging Mkts	★★	2.13	PEMRX
	Pioneer Equity Income R	Large Value	★★★★	1.33	POIRX
	Pioneer High Yield R	High Yield Bond	★	1.47	TYHRX
	Pioneer Mid-Cap Val R	Mid-Cap Value	★★★★	1.40	PCMRX
	Pioneer Oak Rdg LgCpGr R	Large Growth	★★★	1.45	ORLRX
	Pioneer R	Large Blend	★★★★	1.23	PIORX
	Pioneer Small Cap Val R	Small Blend	★★★	1.87	PSVRX
	Pioneer Strategic Inc R	Multisector Bond	★★★★	1.33	STIRX
	Templeton Devel Mkts R	Diversified Emerging Mkts	★★★	2.06	TDMRX
	Templeton Foreign R	Foreign Large Value	★★	1.39	TEFRX
	Templeton Growth R	World Stock	★★	1.28	TEGRX
	Templeton Income R	World Allocation	★★★★	1.45	-

Complete this section to designate the Default Investment option for your plan. The Default Investment applies when an account is established for a participant or beneficiary who has not provided investment direction.

Please keep in mind, the default fund does not count as part of your 15 options.

**Default Fund:** \_\_\_\_\_

Dyatech does not offer investment advice. We only supply the trading platform on which the funds are traded and held. Please check fund availability and minimum purchase requirement prior to investing. Mutual funds may close to new investors without warning. Please read a prospectus prior to investing in a fund and consult your investment advisor to select the right investment allocation for you. Dyatech or its affiliates could receive shareholder service fees and/or administrative service fees from selected funds as compensation for providing these services.

**This is the Recordkeeping & Service Agreement which outlines responsibilities for all parties.**

This Agreement is between Employer listed in Section 1 of this agreement and Dyatech for the Retirement Plan listed in Section 2, will become effective on the date listed in Section 2, and shall remain in effect from plan year to plan year unless changed or terminated in writing with 60 days written notice by either party. In order for Dyatech to perform the services specified herein, the Employer shall provide Dyatech with a copy of the Employer's Board of Directors' Resolution adopting a 401(k) Plan, an executed Plan Document, and a copy of the most recent favorable Internal Revenue Service determination letter on the tax-qualified status of the Plan, if applicable. Dyatech shall provide a prototype plan document (the "Plan") for adoption by the Employer. It is further understood and agreed by the Employer that it is the responsibility of the Employer to provide Dyatech with accurate and timely information on all matters relating to the operation of the Plan.

**PLAN ADMINISTRATOR**

The Employer agrees to assume the duties and responsibilities as Plan Administrator or appoint a Plan Administrator other than Dyatech and to indemnify and hold Dyatech (and its affiliates) harmless from any claims arising out of the Plan Administrator's failure to perform its duties. The Plan Administrator's responsibilities include, but are not limited to, ensuring that any deferrals and contributions made to the Plan, when aggregated with any contributions to other qualified plans maintained by the Employer, are within the limitations permitted under Sections 401(a)(4), 402(g) and 415 of the Internal Revenue Code (the "Code"), as amended, relating to maximum contributions to tax-qualified retirement plans. It is the Plan Administrator's responsibility to make the necessary adjustments to employee contribution percentages so the Plan is in compliance with the requirements of the Code. Furthermore, it is the Plan Administrator's responsibility to ensure that the Plan is in compliance with Sections 416 Top Heavy, 404 deductibility, and 410(b) of the Code, relating to minimum participation and coverage requirements. In fulfilling these responsibilities, the Plan Administrator is entitled to rely upon compliance testing provided by Dyatech.

The Plan Administrator shall provide Dyatech with all information required by Dyatech to perform the services set forth in this Agreement in a format and within the time limits specified by Dyatech, and the Plan Administrator is exclusively responsible for the accuracy of this information. Dyatech will have no obligation to investigate the accuracy of such information or to perform its services for any period of time during which the Plan Administrator has not furnished all information requested by Dyatech in a timely manner.

The Plan Administrator agrees when a participant has not instructed Dyatech regarding the investment of his/her contributions or accounts their contributions or investment balance will be deposited in the default investment option; to provide Dyatech with information required by Dyatech to make investments, distributions, and payments, provided the information is within the possession of the Plan Administrator; and to notify Dyatech of expenses incurred by the Plan which are to be paid from the plan assets, including all information needed by Dyatech to make a payment or deduct monies.

The Plan Administrator shall notify Dyatech of any errors or omissions in any information provided to Dyatech by the Plan Administrator as soon as possible following discovery of such error or omission. The Plan Administrator's remedy and Dyatech's sole liability for any claims, notwithstanding the form of such claims (e.g., contract, negligence or otherwise), arising out of errors or omissions in the services provided by Dyatech shall be for Dyatech to use reasonable efforts to correct any resulting error in its own records or in any reports Dyatech has prepared for the Plan Administrator.

**RECORDKEEPING AND REPORTING**

Dyatech agrees to function as the RECORDKEEPER for the Plan. The plan sponsor will trustee the plan. Dyatech is not the Plan Trustee. Mid Atlantic Capital Corporation will act as Custodian. Dyatech is not the Plan Administrator and does not act as legal advisor with regard to the Plan. Dyatech does not render tax or accounting advice in connection with the creation, adoption, or operation of the Plan. The Employer agrees to seek the advice of counsel, as the Employer deems necessary, as to matters that may arise regarding the adoption and/or operation of the plan.

As RECORDKEEPER, Dyatech agrees to provide the following:

**A. Installation or Setup.**

1. Enrolling employees. The company is responsible for loading each enrollment form online.
2. Plan Design Kit. Dyatech uses the information supplied in the Plan Design Kit to establish the 401(k) Plan and prepare the plan documents.
3. Installation of account. Dyatech will setup employee accounts using the data uploaded online from each enrollment form.
4. Fifteen core investment options. The retirement program selects 15 core investment options from a pre-approved list of funds.
5. Enrollment employees. Each employee is responsible for choosing their investment election online at [www.dyatech.com](http://www.dyatech.com). If an employee does not go online and select contribution election percentages, their 401(k) contributions will be invested in the default fund.

**B. Plan Documents.**

1. Adoption agreement and board resolution.
2. Summary plan description.
3. Safe Harbor notice, if applicable.
4. Basic plan document.

**C. Annual Recordkeeping - \$15.00 per person per year. An ACH is processed for the per person fee monthly.**

1. Allocation of employee and/or Employer Contributions and Loan Payments to the investment accounts in accordance with the employee's investment election in effect at the time such contributions are made.
2. Performance of the Actual Deferral Percentage (ADP) Test to determine whether the average deferral rate for highly compensated employees is within the prescribed proportions to the average deferral rate for non-highly compensated employees.
3. Dyatech will notify the Plan Administrator of the amount of excess contributions and income allocable to excess contributions to be distributed to each participant for the plan to pass the ADP test for a plan year, in time so the distribution may be made by March 15 of the next year. This can only be done if Dyatech receives a plan census by a predetermined date.
4. Performance of the Actual Contribution Percentage Test (the "ACP Test") to determine whether the average contribution rate for the highly compensated employees is within the prescribed proportions to the average contribution rate for the non-highly compensated employees.
5. Dyatech will notify the Plan Administrator of the amount of any excess contributions and income allocable to excess contributions to be distributed or forfeited to or by each participant for the plan to pass the ACP test.
6. Calculate any vested percentage of each participant's account and process forfeitures annually.
7. Maintain records for each participant's account of the amount eligible for hardship withdrawals.
8. At the written request of the Employer, Dyatech will perform additional testing. This may result in an hourly charge.
9. Contribution processing. Employer shall calculate participant and employer contributions and shall transmit the contribution data to Dyatech; Dyatech shall verify the contributions to the custodian. Wire transfers made in good order upon request of a Dyatech representative shall be invested as of the next investment purchase opportunity or within 5 business days. Our service standards include the following: contributions processed using ACH will be allocated within 3 business days; contributions processed using a check, or any other means except ACH, will be processed within 5 business days.
10. Participant recordkeeping with daily earnings allocations.
11. Daily investment election changes for future contributions and daily exchanges between funds.
12. Distribution processing. Our service standards include the following: distribution check processing will be done within 7-10 business days or as soon as administratively feasible, once a properly completed distribution form is received. Dyatech prints and mails distribution checks on Friday of each week, unless it is a holiday. If a Friday is a holiday, checks are processed the preceding business day.
13. Daily toll-free telephone access for participant balance inquiries and transaction processing.
14. Participant enrollment material at time of conversion and as needed via electronic media; i.e. email or online.
15. Daily online access for participant balance inquiry and transaction processing.
16. Daily online access for the Plan Administrator to fund balance of each investment fund and participant's accounts.
17. Testing for Internal Revenue Code section 402(g) (annual deferral limit), section 415 (annual additions), and section 416 (top heavy test) on basis of this Plan alone, unless otherwise agreed to. Dyatech will notify the Plan Administrator of the amounts and income to be distributed to participants to comply with sections 402(g) and 415.
18. Completion of IRS Form 5500.
19. 1099-R reporting.

**D. Custodian/Investment Services.**

1. Custody and safeguard plan assets and those monies in transit.
2. Open and maintain mutual fund accounts with fund families.

**E. Supplemental Services & Fees – billed when service is rendered.**

1. \$125 Loan Processing Fee. Amount is deducted from participant's loan proceeds.
2. \$50 Distribution Check Fee. Amount is deducted from participant's distribution proceeds.
3. \$150 Recordkeeping of non-liquid assets (i.e., life insurance, annuities, limited partnerships, etc.) and Self Directed Plans will incur this minimum fee, per account, for the period specified.
4. \$500 Termination Fee. This is a minimum fee. See Deconversion Certification Form for additional detail and fees.
5. \$300 Plan amendments or restatements of prototype document 30 days after the document is signed.
6. \$100 Hourly Rate. Research and time spent on special projects or additional services beyond the scope of this agreement will be billed at this hourly rate.

**F. Yearend employee census data collection.**

1. Plan Sponsor is responsible for submitting their employee census data online 45 days after December 31<sup>st</sup> of each calendar year.

**FEES**

The schedule of fees included in this document reflects charges for the services specified in this Agreement. Dyatech agrees it will maintain the fees for one year from the effective date of this Agreement. Dyatech reserves the right to increase processing fees and supplemental service fees at any time. Future Technological or Service enhancements may change this schedule. Transactions for conversions, distributions, or deconversions may result in float revenue retained by Dyatech. All such transactions are completed according to Dyatech Service Standards which are outlined in this Recordkeeping and Service Agreement. Dyatech does not control the amount of funds that constitute "float", or the float interest rate earned. However, float compensation can be affected by how, and in some cases how long, the funds are invested pending allocation, payout, or a check clearing the bank.

If Dyatech receives inaccurate information from the Employer which requires reprocessing or correction of any allocations, valuations, distributions, participant statements or other reports, Dyatech reserves the right to charge the Employer its prevailing rates as contained in the supplemental services & fees section for the additional recordkeeping services necessary to correct such errors. Dyatech will not be responsible for any such added costs incurred as a result of inaccurate or untimely information provided by the Employer. The Schedule of Fees does not include investment-related fees or direct expenses associated with the services provided by Dyatech, e.g. travel expenses,

special printing, shipping, or special delivery charges (if requested).

**Nonpayment of Fees.** In the event that the Employer fails to pay recordkeeping service fees in accordance with the invoice payment provisions, it will hold Dyatech harmless in the event that such failure results in the suspension or cessation of recordkeeping services. Dyatech reserves the right to collect past due recordkeeping fees directly from the plan assets if payment is not received within 30 days. Employer and/or Plan Administrator are/is responsible for the prudent and timely activities associated with the ongoing administration of the Plan.

#### **TERMINATION OF SERVICES**

Employer and/or Plan Administrator must give Dyatech written notice at least 60 days prior to the effective date of termination to terminate this Agreement. This Agreement may be terminated by Dyatech upon the occurrence of an "Event of Default" by Employer, provided at least 60 days prior written notice has been given to the Plan Administrator and such default has not been incurred within such period. For purposes of this paragraph, an Event of Default under this Agreement shall mean: (i) non-payment of any amounts due hereunder to Dyatech by Employer; (ii) non-performance of Employer's and/or Plan Administrator's material obligations hereunder; (iii) any representation of Employer and/or Plan Administrator is materially breached; (iv) Employer files a petition for bankruptcy or becomes the subject of an involuntary bankruptcy petition which is not vacated within 60 days of filing or becomes insolvent; or (v) a substantial part of Employer property becomes subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency. Upon a termination of the Agreement by Employer, such notice must include the name and address of the new recordkeeper and, if appropriate, the name and address of the successor trustee. Upon a termination by Dyatech, Dyatech may declare all amounts due and to become due hereunder immediately due and payable. On termination of this agreement Dyatech shall cooperate with the Employer and successor recordkeeper in the transmission, in usable form, of plan records and participant account data to the successor recordkeeper.

**A. Initial and Renewal Terms.** The initial term of this Agreement commences on the effective date first stated above and will end on the two (2) year anniversary date from the effective date, unless terminated earlier as provided in Termination of Services section. Upon the expiration of the initial or any renewal term, this Agreement shall automatically renew for successive terms equal in length to the initial term applicable to ongoing Services unless either party provides the second party a written termination notice ("Termination Notice") at least sixty (60) days prior to the end of the initial term or any renewal term.

**B. Termination for Convenience.** Either party may terminate this Agreement (or all or any portion of the Services) at any time, without cause and for its convenience, by giving the other party at least one sixty (60) days prior written notice of such termination.

**C. General.** Upon a termination of the Agreement by Employer, the Employer must complete a Deconversion Certification Form. Such notice must include the name and address of the new recordkeeper and, if appropriate, the name and address of the successor trustee. On termination of this agreement Dyatech shall cooperate with the Employer and successor recordkeeper in the transmission, in usable form, of plan records and participant account data to the successor recordkeeper.

#### **ERRORS AND OMISSIONS**

The Plan Administrator shall notify Dyatech of any errors or omissions in any information provided to Dyatech by the Plan Administrator as soon as possible following discovery of such error or omission. The Plan Administrator's remedy and Dyatech's sole liability for any claims, notwithstanding the form of such claims (e.g., contract, negligence or otherwise), arising out of errors or omissions in the services provided by Dyatech shall be for Dyatech to use reasonable and practical efforts to correct any resulting error in its own records or in any reports Dyatech has prepared for the Plan Administrator. To the extent Dyatech does not comply with the terms of this Agreement, and such non-compliance is attributable to the Employer's or the Employer's third party's failure to perform (including providing inaccurate or incomplete data or other information or instructions and/or providing such data, information or instructions to Dyatech on an untimely basis), then Dyatech's corrections or re-performance of any Services shall be treated as additional Services.

**Calculation of Errors.** Notwithstanding any provision contained in this agreement to the contrary, the term "Losses" shall take into account and be reduced by, and Dyatech shall be credited with, the amount of any financial gains experienced by the Plans, Participants or the Employer during the term of this Agreement that result from any errors or omissions committed by Dyatech under this agreement. If such gains during any agreement year exceed losses to be funded or indemnified by Dyatech, then the balance of such gains shall be carried over and applied against future Losses. In no event will Dyatech be liable for incidental, consequential, punitive, or special damages (including loss of profits, data, business or goodwill or government fines, penalties, taxes or filing fees) regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise.

#### **LIMITATION OF LIABILITY**

Employer and Plan Administrator are responsible for correcting any errors or omissions resulting from inaccurate or incomplete information provided to Dyatech or resulting from a failure to provide such information on a timely basis. In the event an overpayment is made to a Plan participant, Employer and/or Plan Administrator will promptly take all reasonable steps to recover such overpayment.

Dyatech's sole liability and the Employer's sole remedy for those errors resulting solely from Dyatech's negligence in the performance of its services hereunder shall be at Dyatech's own expense to use all necessary efforts to correct such error. Employer and Plan Administrator and Participant will notify Dyatech of any error or omission promptly upon discovery by Employer and/or Plan Administrator and/or Participant, but in no event shall it be more than one hundred twenty days from the previous calendar quarter ending date. Once a participant receives a quarterly participant statement and does not contact Dyatech with corrections or updates, they acknowledge the statement information is correct and a true reflection of their retirement account intentions. In no event will Dyatech be responsible for special, indirect, incidental, consequential or similar damages of any kind, which Employer or any third party may incur, arising from or relating to this agreement.

The Employer agrees to indemnify and hold Dyatech and its directors, officers, and employees harmless from and against any liability,

loss, cost, and expense whatsoever (including, without limitation, reasonable attorney fees and related disbursements) incurred by Dyatech as a result of the Employer's or the Plan Administrator's negligent or wrongful performance or nonperformance of any of its or their obligations under this agreement.

**AUTHORIZATION FOR DIRECT CONTRIBUTION DEBITS**

As the Employer, we hereby authorize Dyatech to initiate debit entries to the company checking account at the depository financial institution named in the ACH Section 4 of this kit. I acknowledge that the origination of ACH transactions to our account must comply with the provisions of U.S. law. This authorization is to remain in full force and effect until terminated by a representative of our company and Dyatech have received written notification to cancel the agreement.

**GENERAL**

This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, their heirs, successors, and assigns. This Agreement is intended as a final expression of the agreements between the parties. This agreement can only be modified in writing signed by both parties. Employer acknowledges that it has consulted, to the extent Employer deems necessary, with legal and tax advisors. The actions of Dyatech will be governed solely by the provisions of this Agreement. Dyatech shall not be required to review any action taken by Employer or the Plan Administrator and shall be fully protected in taking, permitting, or omitting any actions on the basis of the Employer's action. Dyatech shall incur no liability or responsibility for acting at the directions of the Plan Administrator.

We authorize Dyatech to accept orders regarding the purchase and redemption of mutual fund shares and other related information, including disbursement and distribution information (the "Instructions"), from Mid Atlantic Capital Corporation ("MACC") on behalf of the accounts registered in the name of the plan identified in Section 2 of this kit.

The Instructions will be communicated to Dyatech via the National Securities Clearing Corporation (NSCC) via SunGard Transaction Network (STN Funds), the proprietary trade routing system operated and maintained by SunGard Institutional Brokerage Inc. You are authorized and directed to rely upon this agreement in recognizing MACC as the settlement agent on behalf of such Accounts, and to deal directly with MACC in connection with NSCC settlement issues involving the Accounts until such authority is revoked in writing by the undersigned. We hereby authorize MACC to collect Fund Fees generated from purchase and redemption orders of the Fund and remit such fees to the Broker Dealer listed on SunGard Application.

**AUTHORIZED EMPLOYER CONTACTS**

The following persons are authorized to act and sign on behalf of the retirement plan and have access through Dyatech's website. By granting administrative level access, the person(s) will be able to view plan level and participant level activity and make changes.

**Please fill in the Relationship column with one of the following:**

Advisor/ Administrator / Company Contact / Trustee.

_____	_____	_____
Print Name and Title	Relationship	Signature
_____	_____	_____
Print Name and Title	Relationship	Signature
_____	_____	_____
Print Name and Title	Relationship	Signature

**Section 7 Signatures**

**This is the Authorized Signature section for the plan. Please have a trustee or officer of the company complete the section below. Please be advised Dyatech will use the information contained in this kit to open mutual fund accounts for the Core Fund Options listed in Section 5 of this kit. Please fax a completed copy of this kit to: Marketing Department 601-510-9894 and mail originals to Dyatech, 805 S. Wheatley Street, Suite 600, Ridgeland, MS, 39157.**

**The following SunGard Application is required when opening mutual fund accounts for a 401(k) Plan. Completing this form and having it Medallion Stamp Signature Guaranteed allows Dyatech to open the fund accounts electronically and comply with the various new account application regulations.**

## SUNGARD APPLICATION

### Outside Broker Dealer Form

(Please complete, print and sign. This is to be returned with documentation for every new bin.)

PLAN INFORMATION	
STN Client Name:	Dyatech
Plan Name:	
Branch/Team/Account:	
Address:	805 South Wheatley Suite 600
	Ridgeland, MS 39157

BROKER DEALER			
Broker Dealer:		Rep Name:	
Address:		Rep #:	
		B/D #:	

ADDITIONAL MAIL	
(If your plan wants interested party statements, please enter address here.)	
Address:	

PLAN DOCUMENTS/ASSET INFORMATION			
(The following fields must be completed.)			
W9 on file:	Yes	Trust Document/Corp. Resolution on file:	Yes
Asset Type:	Qualified	Social Code:	401k

TRUST NETWORKING
<p>We hereby authorize you to accept orders regarding the purchase and redemption of mutual fund shares and other related information, including disbursement and distribution information (the "Instructions"), from Mid Atlantic Capital Corporation ("MACC") on behalf of the accounts registered in the name of [_____]</p> <p>[TIN: _____], and listed in the schedule attached hereto (the "Accounts"). The Instructions will be communicated to you by way of the National Securities Clearing Corporation (the "NSCC") via STN Funds, the proprietary trade routing system operated and maintained by SunGard Institutional Brokerage Inc. You are authorized and directed to rely upon this letter in recognizing MACC as the settlement agent on behalf of such Accounts, and to deal directly with MACC in connection with NSCC settlement issues involving the Accounts until such authority is revoked in writing by the undersigned.</p>

FUND FEES
<p>We hereby authorize MACC to collect Fund Fees generated from purchase and redemption orders of the Fund and remit such fees to the Broker Dealer listed above.</p>

SIGNATURES	
<p><b>Authorized Signers:</b></p> <p>-----</p> <p>-----</p> <p>-----</p>	<p>Signature Guarantee:</p>