



December 16, 2011

RANDOLPH TOWNSHIP SCHOOLS
25 SCHOOL HOUSE ROAD
RANDOLPH NJ 07438

Re: Proposed enhancements and modification of existing contract – 403(b)/457(b) plan administration services formerly provided by Great American Plan Administrators, Inc. (GA Plan)

Please accept this letter and further information regarding our assumption of the contractual obligations between you, the employer, and Great American Plan Administrators, Inc. (Great American Benefit Services, Inc. in California)(GA Plan). Notices were e-mailed on June 20, 2011 and mailed on July 5, 2011 in an effort to inform all contracted clientele of our purchase of 100% of the outstanding stock of GA Plan.

We are providing the information to answer common questions you may have concerning the ongoing administration of your plan(s) and to assure you that our firm, TSA Consulting Group, Inc. (TSA), is committed to providing unmatched protections and services for you and the participants in your plan(s). Please review the questions and answers that follow:

Why did TSA purchase Great American Plan Administrators?

TSA viewed the purchase as the best immediate opportunity to expand its Compliance Edge® services to many new clients and to prove that a truly independent approach to plan administration can deliver comprehensive client and participant services.

GA Plan was a subsidiary of Great American Financial Resources, Inc. (GAFRI) since its inception in 2004. GAFRI is a prominent provider of investment products in the 403(b) and 457(b) market with many agents nationwide. The costs associated with 403(b) plan administration increased dramatically with the new IRS regulatory requirements that became effective in January 1, 2009. As a result, during 2010 GAFRI made the decision to sell GA Plan in order to concentrate its resources and efforts to the marketplace for investment products and entered into an agreement with TSA to acquire GA Plan. After extensive due diligence, TSA and GAFRI closed the purchase agreement on June 30, 2011.

What services will TSA provide for employers and participants?

Comprehensive, Independent Plan Administration. Our Compliance Edge® program includes every necessary component of plan compliance according to current IRS regulations.

First, TSA, as owner of GA Plan, has assumed all contractual obligations included in the current contract with GA Plan. Therefore, there is no break in services to employers or participants. Each investment provider in your plan is being notified of the change in administration and transactions and remittances will continue without interruption.

Next, TSA will request each client to approve amendments to the contract as necessary to improve the level of services to participants and operational compliance for each plan. These changes will provide each former client of GA Plan with the same level of services being delivered to every client of TSA. It is important to review your current Plan Services Agreement with GA Plan. We have provided a copy of the standard Agreement for your use.

- 1) Please note in the Preamble that there are three specific services that could be selected: (Article II explains each service)

- Common Remitting Services**
 - Depositing all contributions to GA Plan for disbursement to Vendor

- General Plan Administration Services**
 - Plan Document
 - Processing participant rollovers, exchanges, loans, hardship distributions, QDROs, etc.
 - Forms for use by participants
 - Tax information for the employer as needed if the employer is audited by the IRS
 - Assistance with participant appeals requiring employer ruling

- Contribution Limit/Excess Contribution Services**
 - Monitoring of contributions according to IRS limits
 - Assistance with correcting any excess contributions each tax year

- 2) Please refer to Article III – General Provisions

The current contract states that GA Plan is not the Plan Administrator. The employer is currently the Plan Administrator.

This is the most important **POSITIVE** change for every client. **TSA will now assume the role, duties and liabilities of Plan Administrator.** As an independent, fee-for-service administrator, TSA maintains extensive business liability and errors and omissions coverage for the benefit of our clients. The following list of services will become a part of your contract:

Employer Services

Employer services are tailored to minimize employer risk while enhancing employee perception and participation in the plan. Specific services provided in TSA's trademarked Compliance Edge® contract include:

- Comprehensive Plan evaluation and report (policies and procedures)
- Provider evaluations and service agreements (employer due diligence)
- Plan Document development and maintenance
- Continuous aggregation of provider plan level data with employer demographic files
- Toll-free fax and online Plan distribution transactions available 24/7 along with plan sponsor specific Web pages*
- Toll-free customer services call center staffed from 7:00AM until 7:00PM CST daily
- Secure online remittance services through EPARS**
- Contribution monitoring with corrective assistance for prior years
- Employee educational materials specific to the plan and scalable from summary plan descriptions to complete employee retirement benefit guides – developed and produced in-house by TSA
- Educational video presentations available to all employees – updated annually
- Onsite IRS audit assistance

***Online Transaction Processing – ART**

TSA maintains an advanced Web-based system for use by Plan Sponsors and participants. The Aggregated Records and Transactions or “ART” system provides Plan level reporting for the Plan Sponsor and allows participants to gain immediate approval certification for eligible transactions. The ART system is available 24 hours a day, seven days a week.

****EPARS Remittance System**

The Electronic Process for Automated Remittance Services or “EPARS” allows the Plan Sponsor to combine multiple provider remittances into one deposit via wire transfer and transmit remittance data utilizing a secure Web-based application. EPARS allows contribution remittances to be deposited within 24-48 hours while offering the maximum protection possible for private participant information. Both Wachovia Bank and J. P. Morgan/Chase serve as bank transfer agents for EPARS.

What fees are associated with the services provided by TSA?

There are three pricing models available to employers for our Compliance Edge® program of services.

- 1) The employer may pay all fees.
- 2) The employer and each authorized investment provider may each pay a percentage of the fees.
- 3) The employer may require all authorized investment providers to pay 100% of fees.

GA Plan provided the contractual services described above at little or no charge to employers in exchange for continued access to employees for marketing the investment products of Great American Financial Resources, Inc.

TSA Consulting Group, Inc. is an independent third-party administrator and does not market investment products. Services are provided for a monthly fee equal to \$2.00 per participant in the plan. It is our expectation that many of the employers formerly receiving services from GA Plan will elect to pass this fee on to the authorized investment providers in the plan. This pricing model is similar to 401(k) plans wherein administrative fees are included in total participant account fees.

The example below illustrates a provider fee only plan:

Total Employees:	200
Total Participants	75
Fee:	\$2.00 per month per participant (\$2.00 X 75 = \$150.00 per month)

TSA is responsible for all billing and collection of fees. A large percentage of investment providers in the 403(b) and 457(b) market have entered into agreements and currently pay fees to TSA for administrative services. In the event that TSA identifies a provider that elects not to pay fees, a report will be generated to the employer for review. The report will include recommendations and suitable actions to be taken by the employer regarding the provider(s). **TSA will attempt to retain all providers as desired by the employer in the plan(s).** It is important to state that each provider must meet all requirements under current IRS regulations to support the employer's responsibilities for operational compliance. Beyond this minimum requirement, in the event that the employer requires providers to offset administrative fees it will be necessary to de-select providers that refuse to pay a fee.

What are the minimum requirements for investment provider organizations?

Minimum requirements for investment providers depend, in part, on the provisions of your 403(b) plan. The availability of participant loans is an important benefit for most plans. Where loans are available, investment providers are required to transmit plan level data to TSA on a monthly basis in an electronic file equal to or incorporating all necessary fields included in the format developed by the SPARK Institute, Washington DC. Further, providers must only use compliant annuity contracts or mutual funds held in appropriate custodial accounts. Finally, each provider must not process participant distribution transactions without the prior approval of the Plan Sponsor or their designated plan administrator (TSA).

What are the compliance duties of the employer for plan administration?

The responsibilities of the employer included in Article I of the current contract have not changed. One of the most important requirements is the regular transmission of demographic data to TSA in electronic format. This data is crucial to ensure accurate and efficient administration of participant transactions under current regulations. TSA must aggregate this demographic data with the plan level data received from each provider on at least a monthly basis to support the operational compliance of the plan. Further, this data will make possible the production and distribution of employee educational materials to satisfy "meaningful notice" requirements as well as access to online transaction processing systems.

I transmit remittances through GA Plan. When will I transmit these through TSA?

TSA will notify each employer of new remittance instructions after completion of Phase 1 Transition shown below. All remittance service transitions should be completed as soon as possible but, in any case prior to December 1, 2011.

Instructions - Phase 1 Transition

Please use the following requests and explanations to facilitate completion of the documents attached.

- 1) Please review and sign the “Amendment to the Plan Services Agreement – GA Plan”. (enclosed)**
- 2) Please review and sign the” Investment Provider Service Agreement”(IPSA)(enclosed). TSA will forward a copy of the IPSA to each provider in your plan for their approval and signature.**

Please make copies for your record, scan and forward both agreements to TSA at the following address: programservices@tsacg.com.

Or mail to: TSA Consulting Group, Inc.
15 Yacht Club Drive NE
Fort Walton Beach, FL 32548

- 3) Please use the demographic file format template to construct an electronic file that can be transmitted to TSA on a monthly basis. Please contact our IT department for any assistance you may need in this process. Our IT assistance line is (866) 569-9967.**

TSA will contact you with information regarding any recommendations regarding your plan after receipt of the documents described above.

Please contact us directly with any further questions you may have at (888) 777-5827 or e-mail us at programservices@tsacg.com.

TSA Consulting Group, Inc.
www.tsacg.com

Amendment to Plan Services Agreement – GA Plan

This Amendment is executed this ____ day of _____ by TSA Consulting Group, Inc. (“TSA”) and RANDOLPH TOWNSHIP SCHOOLS, NJ (Plan Sponsor”).

WHEREAS, plan sponsor has elected to receive 403(b) and/or 457(b) plan administration services pursuant to a contract with Great American Plan Administrators, Inc (Great American Benefit Administrators, Inc. in California) (“GA Plan”), and WHEREAS, TSA has assumed 100% ownership of Great American Plan Administrators, Inc (Great American Benefit Administrators, Inc. in California) (“GA Plan”) and is willing to assume all duties and obligations as expressed in the contract with GA Plan, and

WHEREAS, Plan Sponsor has established a 403(b) Plan and/or a 457(b) Plan and is authorized to appoint service providers; and

WHEREAS, Plan Sponsor desires TSA to assume all duties and obligations as the administrator of the Plan(s) established and indicated herein; and

WHEREAS, TSA is authorized to accept the duties and obligations as administrator and desires to provide such services subject to the terms and conditions set forth herein;

NOW THEREFORE, the parties agree as follows:

1.0 Designation of TSA as Administrator.

Plan Sponsor hereby appoints TSA as Administrator of the plan(s) established and indicated herein.

2.0 Responsibilities of TSA. TSA will provide the recordkeeping and related plan administrative services, which services shall include the following:

2.1 Plan Documents: TSA will provide appropriate Plan Documents to the Plan Sponsor, for review and approval. These documents shall govern the plan(s).

2.2 Meaningful Notice: TSA will assist the Plan Sponsor in developing and distributing employee communications material including specific information on eligibility and enrollment procedures. These communications shall be developed and distributed at least once each calendar year.

2.3 Forms and Procedures: TSA will develop standardized administrative forms for use by the Plan Sponsor and participants for the purposes of enrollment and asset transactions under the Plan(s).

2.4 Participant Records: TSA will establish and maintain a record for each participant reflecting the date, amount and type of each transaction in the participant’s account based on information provided to TSA from the Plan Sponsor, employees and product providers. Records maintained by TSA shall include all information necessary to comply with applicable regulations, rulings and procedures established by the Internal Revenue Service for the plan types indicated herein. The Plan Sponsor will determine eligibility requirements for employees and TSA shall be entitled to rely on the Plan Sponsor’s eligibility determinations.

2.5 Participant Inquiries: TSA will provide adequate access to participants regarding their records and transactions recorded by TSA. Access shall include, at a minimum, customer service representatives during normal business hours to assist participants with information and transactions under the Plan(s).

2.6 Aggregation of Data: TSA will assist the Plan Sponsor with the development and execution of agreements between the Plan Sponsor and each investment product provider under the Plan(s) regarding the sharing and aggregation of participant data necessary to facilitate recordkeeping and administration duties for the Plan(s). TSA will exercise its best efforts to cooperate with each provider that maintains participant accounts under the Plan(s) that are subject to the recordkeeping requirements of applicable Internal Revenue Service regulations, rulings and procedures.

2.7 Plan Sponsor Reports: TSA will prepare Plan reports as necessary for the Plan Sponsor including, yet not limited to, contribution auditing and excess contribution corrections.

2.8 Technical Assistance: TSA will provide technical and consulting assistance to the Plan Sponsor upon request and under terms mutually agreeable between TSA and the Plan Sponsor.

2.9 Other Assistance: TSA will provide other assistance to the Plan Sponsor upon mutual agreement between both parties.

3.0 Responsibilities of the Plan Sponsor. Plan Sponsor acknowledges that it is responsible for the following:

3.1 Plan and Participant Data: Plan Sponsor will provide all necessary plan and participant data required by TSA to accomplish proper plan administration duties including, yet not limited to, plan documents, policies and procedures, contribution history and all other data as may be reasonably requested by TSA.

- 3.2 Fee Billing and Payment: Plan Sponsor agrees that TSA will charge fees for its services in accordance with the Plan Administration Fee Schedule below. The fee schedule shall remain in effect for a term identical to the term of the Plan Services Agreement in effect between TSA and the Plan Sponsor, under which TSA is providing recordkeeping services. Any changes to the fee schedule will subject to mutual agreement between TSA and the Plan Sponsor and require notice of at least sixty (60) days prior to the change effective date.

4.0 Miscellaneous.

- 4.1 Termination: Plan Sponsor or TSA may terminate the amended Agreement at any time upon sixty (60) days prior written notice to the other party. TSA agrees to deliver to the Plan Sponsor or its designee, all records reasonably necessary for the continuing recordkeeping of the Plan.
- 4.2 Notices: Notices or other communications given pursuant to this amended Amendment shall be hand delivered, mailed by first class mail service, addressed as follows, or as changed by notice:
- a) To TSA: TSA Consulting Group, Inc.
15 Yacht Club Drive NE
Fort Walton Beach, FL 32548
 - b) To Plan Sponsor: RANDOLPH TOWNSHIP SCHOOLS, NJ
- 4.3 Entire Agreement: Supplements and Amendments. This Amendment generally constitutes the entire Amendment between the parties, merging all prior presentations, discussions and negotiations. It may be modified by additional letter or other written agreements executed by each party contemporaneously with this agreement, which may modify its provisions or meanings. It may be further supplemented, but not modified, by TSA from time to time with written procedures that provide a description of the ordinary processes for the parties to fulfill their obligations hereunder, which shall not exclude extraordinary processing in appropriate situations that produces comparable results. Finally, this Amendment may be amended at any time, but only by written amendment signed by all parties hereto.
- 4.4 Assignment: Some of the rights and duties of TSA hereunder may be assigned to an affiliate, or to any successor through merger, reorganization, or sale of assets. Some duties of TSA may be performed by others under subcontract, without the release of TSA for responsibility for such services. Otherwise, no party may assign this Amended Agreement nor any rights or duties hereunder without the prior written consent of the other party.
- 4.5 Governing Law: Except to the extent governed by federal law, this Amended Agreement shall be governed by and constructed according to the laws of the state where Plan Sponsor's principal office resides..

PLAN ADMINISTRATION FEE SCHEDULE

Plan Sponsor hereby agrees that TSA, in remuneration for administrative and recordkeeping services for the Plan(s) indicated in this Plan Services Agreement, as amended and dated _____ shall be entitled to collect the following fees from the Plan Sponsor and/or each authorized investment product provider under the plan:

PLAN SPONSOR FEES:

Plan Sponsor Fees: Greater than 40 total active (contributing) participants –
Minimum Monthly Fee None

INVESTMENT PRODUCT PROVIDER FEES:

Recordkeeping – (Per Participant * Account) \$ 24.00 per year billed monthly

FEE EFFECTIVE DATE: November 1, 2011 (30 days in arrears) (First invoice – December 2011)

Participant is defined as any individual that maintains one or more accounts with assets under the Plan

Required Provider Fees: Plan Sponsor further agrees and stipulates that each authorized investment product provider is required to pay the fees described herein directly to TSA unless otherwise modified by the Plan Sponsor upon notice to the investment product provider. Each authorized provider must agree to the fee schedule set forth herein as a condition of participation under the Plan(s).

Method of Payment: Investment Product Providers shall remit the fees described herein in a timely manner and according to a reasonable method of remittance as determined by TSA.

Basis for Invoicing – Provider Fees: TSA shall bill each Investment Product Provider monthly according to the number of participants that maintain one or more accounts under the Plan. The actual number of participant accounts will be determined according to the participant data files generated by the Provider as required under the Investment Provider Service Agreement between the Plan Sponsor and the Provider.

Provider Discretion – Investment Product Pricing: The Plan Sponsor intends to maintain a high quality array of investment products and providers under the Plan for the benefit of participants. Plan Sponsor recognizes and agrees that Providers have sole discretion regarding the pricing of their investment products and the generation of revenue models sufficient to offset expenses related to participation in the Plan Sponsor Plan.

Plan Sponsor Reports: TSA shall be responsible for submitting reports to the Plan Sponsor regarding fees assessed to and collected from Investment Product Providers. TSA shall not attempt to collect any fees from Investment Product Providers other than those expressed in this fee schedule.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their authorized representatives.

Effective Date: _____

Plan Sponsor:

Administrator: TSA Consulting Group, Inc.

RANDOLPH TOWNSHIP SCHOOLS
25 SCHOOL HOUSE ROAD
RANDOLPH NJ 07438

By: _____

By: _____

Title: _____

Title: _____

RANDOLPH TOWNSHIP SCHOOLS, NJ

403(b) Investment Provider Service Agreement

WHEREAS the RANDOLPH TOWNSHIP SCHOOLS, NJ (the “Plan Sponsor”) maintains a retirement plan under Internal Revenue Code (“IRC”) Section 403(b) (the “Plan”) and wishes to offer multiple investment products and services to participants in the Plan and,

WHEREAS the insurance company, mutual fund provider or the mutual fund provider’s custodian (the “Provider”) designated on the signature page of this Agreement (“Agreement”) has offered to provide annuities and/or custodial accounts (“Accounts”) that qualify under IRC Section 403(b) to participants under the Plan; and

WHEREAS the Plan Sponsor has named or will name the Provider as an authorized product provider under the Plan’s document.

The parties agree to the following:

PROVIDER DUTIES AND RESPONSIBILITIES. The Provider shall:

1. Accounts: Be responsible for:
 - a. Conforming to the terms of the Plan and executing all transactions related to Plan Accounts under applicable regulations established by the Internal Revenue Service (IRS) including, but not limited to, all contributions, distributions, transfers, QDROs, exchanges and rollovers allowable under the Plan and subject to the prior approval of the Plan Sponsor or the designated plan administrative service provider (“Administrator”). Reporting applicable state and federal income tax for all distributions under the Plan;
 - b. Notifying all participants of required minimum distributions under IRS regulations;
 - c. Providing required notices of rollover distribution to participants;
 - d. Processing corrective distributions of excess deferral contributions and properly track, report and/or distribute excess 415(c) contributions in accordance with applicable IRS regulations where such excess distributions have been identified by the Plan Sponsor or the Administrator;
 - e. Providing all participant account information relevant to the Plan to the Plan Sponsor or the Administrator electronically every 30 days, or at a frequency agreed to by both parties, and in the event of a federal or state income tax audit. Information shall be compiled and transmitted according to the “best practices” data file format as developed by the SPARK Institute, Inc. as an industry accepted standard.
2. Forms: Utilize the standardized Salary Reduction Agreement (SRA) and any other supporting enrollment documents provided by the Plan Sponsor.
3. Investment Products: Market only the specific investment product(s) and services authorized by the Plan Sponsor. Any modifications to authorized investment products must be presented to and approved by the Plan Sponsor prior to any offering under the Plan.
4. Competitive Pricing/Performance: Agree to exert its best efforts to maintain competitive pricing and performance standards with regard to the investment products offered under the Plan.
5. Solicitation: Comply, and cause all service representatives to comply, with all written directives regarding the solicitation of employees of the Plan Sponsor. Provider also agrees to periodically disclose the names, contact information and evidence of licensure, permits, registrations or insurance coverage maintained for all representatives assigned to the Plan at the request of the Plan Sponsor. The Provider shall require all local soliciting and servicing representatives to maintain the following permits, licenses and insurance coverage required by the Plan Sponsor and/or State authorities.
 - a. Appropriate State and /or Federal licensure for insurance and/or securities products,
 - b. State permits or registration as required for visitation at public school locations,

- c. Business Errors and Omissions coverage of \$1,000,000 minimum.
6. Plan Administration Fees: Agree to remit Plan Provider fees, if any, on a timely basis as assessed by the Plan Sponsor and/or Administrator. **Current Plan Administration Agreement and provider fee listing included as Attachment A.**
 7. Indemnification: Agree to indemnify and hold harmless the Plan Sponsor, including any individual member of the governing board, and Employees from every claim, demand or suit which may arise out of, be connected with, or be made by reason of the negligence of the Provider, or the failure of the Provider to meet the requirements of this Agreement. Notwithstanding the preceding sentence, this indemnification shall not cover any claim, demand or suit based on erroneous information provided by the Plan Sponsor or Employees or their willful misconduct or negligence. Provider, at its own expense and risk, shall defend, or at its option, settle any court proceeding that may be brought against the Plan Sponsor, including members of the governing board, and Employees, on any claim, demand or suits covered by this indemnification, and shall satisfy any judgment that may be rendered against any of them with respect to any such claim or demand, provided that Plan Sponsor notifies Provider, in writing, within twenty (20) business days of receipt of such claim or demand. Provider's liability hereunder shall be limited to actual damages and out-of-pocket legal fees and expenses only.
 8. Privacy. Provide to the Plan Sponsor, and upon request, to any employee or Plan participant documentation of Provider's privacy policies.

PLAN SPONSOR DUTIES AND RESPONSIBILITIES. The Plan Sponsor shall:

1. Plan Document: Certify that it is eligible to offer programs under IRC Section 403(b) and maintain a written plan in accordance with applicable Internal Revenue Service (IRS) regulations and that among other provisions will name the Provider as an authorized vendor of products for participants, subject to Provider's execution of and compliance with this Agreement.
2. Investment Providers: Identify and make available to all employees and providers a current list of authorized vendors of product available under the Plan.
3. Contributions: Transmit all contributions to Provider in a manner designed to ensure accurate crediting to participant Accounts on a timely basis and consistent with applicable IRS regulations;
4. Plan Sponsor Contributions: Transmit and provide a listing clearly identifying any participants for which the Plan Sponsor makes non-elective employer contributions and the amounts allocated to each participant with each remittance.
5. Administrator: Agree to notify the Provider of any specific administrative responsibilities that are allocated to Administrator and, by so notifying Provider, authorize the Provider to share necessary plan information with Administrator in a manner consistent with applicable IRS regulations and requirements under this Agreement and to follow instructions provided to Provider by Administrator as a representative of the Plan Sponsor.

BOTH PARTIES AGREE that the following terms and conditions are included as part of this Agreement:

1. Information Sharing: That each party, or their authorized representatives, shall exchange information necessary for compliance with the requirements of IRC Section 403(b) and any other applicable laws and regulations. Information includes, but is not limited to information on employment status, contributions and transactions made to or from other 403(b) contracts/accounts under the Plan, information on other exchanges, loans and hardship withdrawals, (as permitted under the 403(b) Plan), qualified domestic relations orders, transfers and any other information necessary to facilitate activities permitted under the terms of the 403(b) Plan or tax compliance and reporting. Information shall be compiled and transmitted according to the "best practices" data file format as developed by the SPARK Institute, Inc. as an industry accepted standard.

2. Exclusive Services. Except as otherwise agreed to in writing between the parties, this Agreement and the underlying agreements establishing the Accounts are the exclusive arrangement between the parties for services under the Plan and the terms of this Agreement do not extend beyond this Agreement. Neither party shall have any other obligations or liabilities not specified herein unless otherwise agreed to in writing.
3. Confidentiality: Each party shall maintain the confidentiality and/or privacy of all information about participants or employees provided by the Plan Sponsor, Administrator or Provider. All information shared or exchanged between Plan Sponsor, Administrator and/or Provider relating to activities required under this Agreement shall only be communicated to the Provider, Plan Sponsor or Administrator unless otherwise required by law, valid court order or as may be required as part of an inquiry or audit by a governmental regulatory agency.
4. Not Legal Advice. The parties agree that no service provided by the terms of this Agreement or under the Plan is to be construed as individual legal or tax advice to participants, nor to either party.
5. Term of the Agreement. This Agreement shall continue from year to year unless terminated by either party, in writing, by no less than sixty (60) days written notice.
6. Applicable Law. This Agreement shall be construed under the laws of the state where Plan Sponsor's principle office resides, unless pre-empted by federal law. Any litigation with respect to the terms or conditions of the Agreement will be conducted under such state's jurisdiction and the parties agree that venue lies therein.
7. Severability. Each party agrees that it will perform its obligations hereunder in accordance will all applicable laws, rules, and regulations now or hereafter in effect. If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

By executing this Agreement, dated _____ each party acknowledges that it has read this Agreement and agrees to its terms.

AGREED TO:

Plan Sponsor:
Address:

Service Provider:
Address:

RANDOLPH TOWNSHIP SCHOOLS
25 SCHOOL HOUSE ROAD
RANDOLPH NJ 07438

By: _____
Authorized Representative

By: _____
Authorized Representative

Title: _____

Title: _____

Amendment to Plan Services Agreement – GA Plan

This Amendment is executed this ____ day of _____ by TSA Consulting Group, Inc. (“TSA”) and Randolph Township Schools (Plan Sponsor”).

WHEREAS, plan sponsor has elected to receive 403(b) and/or 457(b) plan administration services pursuant to a contract with Great American Plan Administrators, Inc (Great American Benefit Administrators, Inc. in California) (“GA Plan”), and

WHEREAS, TSA has assumed 100% ownership of Great American Plan Administrators, Inc (Great American Benefit Administrators, Inc. in California) (“GA Plan”) and is willing to assume all duties and obligations as expressed in the contract with GA Plan, and

WHEREAS, Plan Sponsor has established a 403(b) Plan and/or a 457(b) Plan and is authorized to appoint service providers; and

WHEREAS, Plan Sponsor desires TSA to assume all duties and obligations as the administrator of the Plan(s) established and indicated herein; and

WHEREAS, TSA is authorized to accept the duties and obligations as administrator and desires to provide such services subject to the terms and conditions set forth herein;

NOW THEREFORE, the parties agree as follows:

1.0 Designation of TSA as Administrator.

Plan Sponsor hereby appoints TSA as Administrator of the plan(s) established and indicated herein.

2.0 Responsibilities of TSA. TSA will provide the recordkeeping and related plan administrative services, which services shall include the following:

2.1 **Plan Documents:** TSA will provide appropriate Plan Documents to the Plan Sponsor, for review and approval. These documents shall govern the plan(s).

2.2 **Meaningful Notice:** TSA will assist the Plan Sponsor in developing and distributing employee communications material including specific information on eligibility and enrollment procedures. These communications shall be developed and distributed at least once each calendar year.

2.3 **Forms and Procedures:** TSA will develop standardized administrative forms for use by the Plan Sponsor and participants for the purposes of enrollment and asset transactions under the Plan(s).

2.4 **Participant Records:** TSA will establish and maintain a record for each participant reflecting the date, amount and type of each transaction in the participant’s account based on information provided to TSA from the Plan Sponsor, employees and product providers. Records maintained by TSA shall include all information necessary to comply with applicable regulations, rulings and procedures established by the Internal Revenue Service for the plan types indicated herein. The Plan Sponsor will determine eligibility requirements for employees and TSA shall be entitled to rely on the Plan Sponsor’s eligibility determinations.

2.5 **Participant Inquiries:** TSA will provide adequate access to participants regarding their records and transactions recorded by TSA. Access shall include, at a minimum, customer service representatives during normal business hours to assist participants with information and transactions under the Plan(s).

2.6 **Aggregation of Data:** TSA will assist the Plan Sponsor with the development and execution of agreements between the Plan Sponsor and each investment product provider under the Plan(s) regarding the sharing and aggregation of participant data necessary to facilitate recordkeeping and administration duties for the Plan(s). TSA will exercise its best efforts to cooperate with each provider that maintains participant accounts under the Plan(s) that are subject to the recordkeeping requirements of applicable Internal Revenue Service regulations, rulings and procedures.

2.7 **Plan Sponsor Reports:** TSA will prepare Plan reports as necessary for the Plan Sponsor including, yet not limited to, contribution auditing and excess contribution corrections.

2.8 **Technical Assistance:** TSA will provide technical and consulting assistance to the Plan Sponsor upon request and under terms mutually agreeable between TSA and the Plan Sponsor.

2.9 **Other Assistance:** TSA will provide other assistance to the Plan Sponsor upon mutual agreement between both parties.

3.0 Responsibilities of the Plan Sponsor. Plan Sponsor acknowledges that it is responsible for the following:

3.1 **Plan and Participant Data:** Plan Sponsor will provide all necessary plan and participant data required by TSA to accomplish proper plan administration duties including, yet not limited to, plan documents,

policies and procedures, contribution history and all other data as may be reasonably requested by TSA.

- 3.2 Fee Billing and Payment: Plan Sponsor agrees that TSA will charge fees for its services in accordance with the Plan Administration Fee Schedule below. The fee schedule shall remain in effect for a term identical to the term of the Plan Services Agreement in effect between TSA and the Plan Sponsor, under which TSA is providing recordkeeping services. Any changes to the fee schedule will subject to mutual agreement between TSA and the Plan Sponsor and require notice of at least sixty (60) days prior to the change effective date.

4.0 Miscellaneous.

- 4.1 Termination: Plan Sponsor or TSA may terminate the amended Agreement at any time upon sixty (60) days prior written notice to the other party. TSA agrees to deliver to the Plan Sponsor or its designee, all records reasonably necessary for the continuing recordkeeping of the Plan.

- 4.2 Notices: Notices or other communications given pursuant to this amended Amendment shall be hand delivered, mailed by first class mail service, addressed as follows, or as changed by notice:

a) To TSA: TSA Consulting Group, Inc.
15 Yacht Club Drive NE
Fort Walton Beach, FL 32548

b) To Plan Sponsor:
*(Please write in any
corrections and initial)*

- 4.3 Entire Agreement: Supplements and Amendments. This Amendment generally constitutes the entire Amendment between the parties, merging all prior presentations, discussions and negotiations. It may be modified by additional letter or other written agreements executed by each party contemporaneously with this agreement, which may modify its provisions or meanings. It may be further supplemented, but not modified, by TSA from time to time with written procedures that provide a description of the ordinary processes for the parties to fulfill their obligations hereunder, which shall not exclude extraordinary processing in appropriate situations that produces comparable results. Finally, this Amendment may be amended at any time, but only by written amendment signed by all parties hereto.

- 4.4 Assignment: Some of the rights and duties of TSA hereunder may be assigned to an affiliate, or to any successor through merger, reorganization, or sale of assets. Some duties of TSA may be performed by others under subcontract, without the release of TSA for responsibility for such services. Otherwise, no party may assign this Amended Agreement nor any rights or duties hereunder without the prior written consent of the other party.

- 4.5 Governing Law: Except to the extent governed by federal law, this Amended Agreement shall be governed by and constructed according to the laws of the state where Plan Sponsor's principal office resides..

PLAN ADMINISTRATION FEE SCHEDULE

Plan Sponsor hereby agrees that TSA, in remuneration for administrative and recordkeeping services for the Plan(s) indicated in this Plan Services Agreement, as amended and dated _____ shall be entitled to collect the following fees from the Plan Sponsor and/or each authorized investment product provider under the plan:

PLAN SPONSOR FEES:

Plan Sponsor Fees: None

Minimum Monthly Fee None

INVESTMENT PRODUCT PROVIDER FEES:

Recordkeeping – (Per Participant * Account) \$ 18.00 per year billed monthly

FEE EFFECTIVE DATE: November 1, 2011 (30 days in arrears) (First invoice – December 2011)

*"Participant" is defined as any individual that maintains one or more accounts with assets under the Plan

Required Provider Fees: Plan Sponsor further agrees and stipulates that each authorized investment product provider is required to pay the fees described herein directly to TSA unless otherwise modified by the Plan Sponsor upon notice to the investment product provider. Each authorized provider must agree to the fee schedule set forth herein as a condition of participation under the Plan(s).

Method of Payment: Investment Product Providers shall remit the fees described herein in a timely manner and according to a reasonable method of remittance as determined by TSA.

Basis for Invoicing – Provider Fees: TSA shall bill each Investment Product Provider monthly according to the number of participants that maintain one or more accounts under the Plan. The actual number of participant accounts will be determined according to the participant data files generated by the Provider as required under the Investment Provider Service Agreement between the Plan Sponsor and the Provider.

Provider Discretion – Investment Product Pricing: The Plan Sponsor intends to maintain a high quality array of investment products and providers under the Plan for the benefit of participants. Plan Sponsor recognizes and agrees that Providers have sole discretion regarding the pricing of their investment products and the generation of revenue models sufficient to offset expenses related to participation in the Plan Sponsor Plan.

Plan Sponsor Reports: TSA shall be responsible for submitting reports to the Plan Sponsor regarding fees assessed to and collected from Investment Product Providers. TSA shall not attempt to collect any fees from Investment Product Providers other than those expressed in this fee schedule.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their authorized representatives.

Effective Date: _____

PLAN SPONSOR:
RANDOLPH TOWNSHIP SCHOOLS

ADMINISTRATOR:
TSA CONSULTING GROUP, INC.



By: _____

By: _____

Title: _____

Title: _____