

**Personnel Committee Meeting**  
**Tuesday, August 15, 2023 5:00 PM**  
**Crete City Hall**  
**243 E 13th Street**  
**Crete, NE 68333**

**1. Open Meeting**

- In accordance with Nebraska law, a copy of the Open Meetings Act can be found in the back of the Council Chambers.
- Items listed on the agenda may be considered in any order.

**2. Roll Call**

- Attendance of members will be recorded to determine the presence of a quorum for official actions.

**3. Items of Business**

- The Committee may discuss or limit discussion on, hear testimony in favor of or in opposition to, or take action to provide a recommendation to the City Council on any matter presented under this title.

3.A. Consider a recommendation to the City Council on the renewal of the Union Bank and Trust Revised Defined Contribution Plan Services Agreements for the Civilian Employee and Police Officer Pension Plans with Union Bank and Trust.

3.B. Discuss Bargaining Unit Contract Negotiations (Closed Session)

**4. Officers' Reports**

- Reports may be given by the Mayor, Officers, Departments, or Councilmembers concerning the current operations of the City.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

**5. Adjournment**

**Disclaimers & Notices**

- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not requested a public meeting) or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.
- The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.
- The complete agenda with attachments is available at [www.crete.ne.gov](http://www.crete.ne.gov).

June 15, 2023

Mr. Jerry Wilcox  
City of Crete, Nebraska  
243 E 13th Street  
Crete, NE 68333

Re: Revised Defined Contribution Plan Services Agreement  
*City of Crete, Nebraska Pension Plan*

Dear Jerry:

Please find attached a revised Defined Contribution Plan Services Agreement (the “Agreement”) in connection with the services Union Bank & Trust Company (“Union Bank”) provides to the above-referenced Plan.

The remainder of this letter discusses the revised Agreement and the action that must be taken.

### **Revised Agreement**

The revised Agreement, which is effective July 1, 2023, is not intended to alter the substantive relationship with respect to Union Bank’s services to the Plan. However, Union Bank wants to make you aware of the following changes made to the Agreement:

- Section 1.6 – and Exhibits D-1, D-2, and D-3. These changes reflect Union Bank’s services in selecting and monitoring the mutual funds offered under the Plan.
- Section 2.2. This section addresses how operational failures will be handled under the IRS Employee Plans Compliance Resolution System.
- Section 8.3. This section addresses how litigation proceeds involving Plan assets in connection with class action settlements, if applicable, will be allocated under the Plan.
- Section 8.17. This section revises cybersecurity provisions in connection with the Plan.
- Exhibit B. The revised exhibit incorporates the Plan’s current fee schedule.
- Exhibits D-1 and D-3. These exhibits, to the extent applicable, address procedures for adding a mutual fund when there has been a share class change – providing a lower expense ratio – for a fund already offered under the Plan, as well as adding target date funds when they become available.

**UBT**  
Union Bank & Trust.  
RETIREMENT PLAN SERVICES

## Action Required

You should review the revised Agreement, and take the following action:

1. Complete Exhibit C, Designation of Authorized Representatives. This designates the representatives authorized to communicate information and direction to Union Bank with respect to the Plan. **(After clicking on the link below in the yellow box, complete as necessary, then be sure to return to this document to sign the rest of the Services Agreement.)**

**CLICK HERE FIRST TO FILL OUT EXHIBIT C THEN INITIAL**

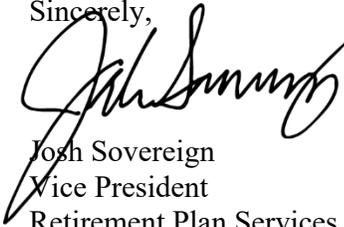
2. An authorized representative should sign and date the execution page of the Agreement, and Exhibits A through D-3, as applicable.

Union Bank will counter-execute the revised Agreement and make it available on the Plan Sponsor Website.

\*\*\*\*

Should you have any questions with respect to the revised Agreement, please do not hesitate to contact me.

Sincerely,



Josh Sovereign  
Vice President  
Retirement Plan Services  
(402) 323-1691  
josh.sovereign@ubt.com

JS\slh

Enclosure



## **DEFINED CONTRIBUTION PLAN SERVICES AGREEMENT**

### **Governmental Qualified Plan**

**THIS AGREEMENT** is made and entered into by and between Union Bank and Trust Company (“Union Bank”), and **City of Crete, Nebraska** (the “Sponsor”), the sponsor and Plan Administrator of the **City of Crete, Nebraska Pension Plan** (the “Plan”).

#### ***WITNESSETH***

**WHEREAS**, Sponsor has established the Plan for the benefit of certain eligible employees of Sponsor and, if applicable, certain eligible employees of other employers that have adopted the Plan;

**WHEREAS**, Sponsor is the Administrator (“Plan Administrator”) of the Plan and, as Plan Administrator, Sponsor has the authority, power and duty to administer the Plan according to its terms;

**WHEREAS**, Union Bank provides certain services with regard to employee retirement plans;

**WHEREAS**, Sponsor has the authority and desires to retain Union Bank to provide certain services for the Plan; and

**WHEREAS**, Union Bank is willing to provide such services;

**NOW, THEREFORE**, in consideration of the mutual promises and duties set forth in this Agreement, the parties hereto, intending to be legally bound, do agree as follows:

This Agreement sets forth the terms and conditions for Union Bank's services with respect to the Plan. The terms and conditions of this Agreement shall be deemed incorporated into and part of the specific service agreement of each and every Exhibit without express reference therein. It is agreed that Union Bank's authority and services as an agent or fiduciary of the Plan shall extend only to the performance of the specific services and functions set forth and described in this Agreement and any Exhibit hereto. Any performance of additional services to the Plan in connection with this Agreement shall not be treated as altering the Agreement or Union Bank's duties hereunder and shall not create additional obligations of Union Bank under any circumstances. It is further agreed that the responsibility for any Plan-related services and duties not identified in this Agreement or the Exhibits hereto are retained by and remain the sole responsibility of the Sponsor and/or Plan Administrator.

The parties further agree that except as may be specifically provided in Section 1 of this Agreement, this Agreement, including any Exhibit hereto, shall not require Union Bank to: (i) act as a fiduciary to the Plan; (ii) provide investment advice for a fee; (iii) exercise any discretionary authority or control with respect to the management of the Plan or Plan Assets (as that term is defined in Section 1.4); or (iv) exercise or have any discretionary authority or responsibility in the administration of the Plan. Union Bank does not, and shall not, provide tax or legal advice and the Plan Sponsor must obtain its own legal and tax counsel for the Plan and its design, operation and administration.

#### **1. TRUSTEE AND INVESTMENT-RELATED SERVICES**

1.1 **Safekeeping of Assets.** Unless otherwise agreed upon by the parties, Union Bank shall safekeep all Plan Assets, execute, buy, sell and reinvestment transactions, collect and report dividend and interest payments, and act in accordance with the trust or custodial agreement maintained in connection with the Plan. The term “Trust” as used herein shall mean the funding medium established in connection with the Plan, and the term “Trust Agreement” as used herein shall mean the trust or custodial agreement maintained in connection with the Plan. To the extent this Agreement conflicts with any term of the Trust Agreement, the terms of the Trust Agreement shall control.

1.2 **Reporting.** Union Bank shall prepare periodic asset statements, describing all asset positions of the Trust as of the period ending date (“Reporting Period”) and listing all transactions that have occurred during such Reporting Period. In the case of any Plan Asset not publicly traded, Sponsor (or other responsible fiduciary) shall provide to Union Bank the value of such Plan Asset, and Union Bank shall rely upon such value and shall have no responsibility to determine or confirm the accuracy of such value to the extent consistent with applicable law.

1.3 Contributions Processing. Within an administratively feasible period of time after Sponsor forwards contributions to the Trust, Union Bank shall invest such contributions (and earnings thereon) in accordance with proper investment directions.

1.4 Fiduciary Status of Union Bank Acting as Trustee. To the extent Union Bank is acting as Trustee with respect to any assets held in Trust in connection with the Plan ("Plan Assets"), Union Bank shall be a fiduciary of the Plan and shall have fiduciary responsibility for the duties assigned to it as Trustee in accordance with applicable law.

1.5 Investment Authority. Unless Union Bank agrees to the contrary in a separate writing, Union Bank shall have no investment management authority with respect to any Plan Assets and shall not render investment advice to any person in connection with the selection of investment options for the Plan Assets.

1.6 Selection of Plan Investments. This Section 1.6 shall apply only if under the terms of the Plan, participants, beneficiaries, and any other persons ("Participants") are entitled to direct the investment of all or a portion of their Plan benefits (a "Participant-Directed Plan").

Check one or more of the following Sections 1.6.1, 1.6.2, or 1.6.3:

1.6.1 Sponsor Responsible for Selecting/Monitoring Designated Investment Alternatives. Sponsor agrees that to the extent the Plan is a Participant-Directed Plan, then Sponsor (or other person designated in writing by Sponsor) shall be responsible for selecting and monitoring the designated investment alternatives ("DIA") made available to Participants under the portion of the Plan that is a Participant-Directed Plan. DIAs selected by the Sponsor (or other authorized person) shall be permissible investments as described in Section 1.8. Sponsor acknowledges that Union Bank may from time to time recommend that Sponsor review the appropriateness of one or more such DIAs and that upon Sponsor's request, Union Bank will provide information to Sponsor in connection with such DIAs, including performance data, benchmark information, and fee and expense information; provided, however, if Union Bank makes any such recommendations, Sponsor acknowledges that said recommendations will be based on the appropriateness of such investment options for retirement plans in general, and shall not be interpreted as being made specifically for the Plan. Changes in the Plan's DIAs shall be made in accordance with Exhibit D-1 of this Agreement or in accordance with procedures adopted by Union Bank and Sponsor. Compliance with the procedures set forth in Exhibit D-1 shall be deemed to satisfy any Plan provisions relating to Sponsor's obligation to select and monitor the DIAs available under the Plan. Notwithstanding any provision in this paragraph to the contrary, Exhibit D-1 shall not apply if Sponsor has designated a person, other than Union Bank, as being responsible for selecting and monitoring the DIAs made available to Participants under the portion of the Plan that is a Participant-Directed Plan.

1.6.2 Union Bank Responsible for Selecting/Monitoring Designated Investment Alternatives. Sponsor hereby appoints Union Bank to act as investment manager for the limited purpose of selecting and monitoring the Plan's DIAs, and Union Bank hereby accepts such appointment, and acknowledges it is acting as a Plan fiduciary in connection with providing services under this Section 1.6.2. Union Bank shall be responsible for selecting and monitoring the DIAs made available to Participants under the portion of the Plan that is a Participant-Directed Plan.

The DIAs initially made available as of the effective date of this Agreement are set forth in Exhibit D-2. Union Bank shall notify Sponsor (in writing or electronic form) reasonably in advance of any changes with respect to the DIAs. When Union Bank makes a change to the Plan's DIAs, Exhibit D-2 shall be deemed to be amended to incorporate such change.

Union Bank and Sponsor shall meet at least once during each calendar year (or more or less frequently as agreed upon by Union Bank and the Sponsor) to review the actions taken by Union Bank pursuant to its duty to select and monitor the Plan's DIAs.

Union Bank shall not be responsible for selecting, monitoring, or making any recommendations to retain or remove, any employer stock funds or self-directed brokerage account investments, or any other investments under the Plan that are not DIAs

Unless contrary to applicable law, the standard of care imposed on Union Bank in performing the services pursuant to this Section 1.6.2 is to act with the care, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the

conduct of an enterprise of like character and with like aims; provided, however, that nothing in this Agreement shall be deemed to limit any responsibility Union Bank may have in connection with providing the services hereunder to the extent such limitation would be inconsistent with applicable laws.

In assuming responsibility for selecting and monitoring the Plan's DIAs pursuant to this Section 1.6.2, Union Bank represents and agrees that is: (a) a fiduciary within the meaning of applicable law; and (b) is a bank within the meaning of the Investment Advisers Act of 1940.

- 1.6.3 Union Bank Provides Plan-Level Investment Advice and Sponsor Remains Responsible for Selecting/Monitoring Designated Investment Alternatives. Sponsor hereby appoints Union Bank to act as investment adviser, and Union Bank hereby accepts such appointment, and acknowledges it is acting as a Plan fiduciary in connection with providing services under this Section 1.6.3. In this capacity, Union Bank shall provide investment advice (which may be in writing or electronic form) in connection with selecting and monitoring the Plan's DIAs to be made available to Participants under the portion of the Plan that is a Participant-Directed Plan. In providing investment advice under this Section 1.6.3, Union Bank shall make recommendations to Sponsor as to the DIAs to be offered under the Plan (including subsequent recommendations with respect to adding or removing DIAs); provided, however, Sponsor (or other person designated in writing by Sponsor) shall have the authority to accept or reject such recommendations, and in all events, shall retain sole responsibility for selecting and monitoring the Plan's DIAs. The DIAs initially recommended by Union Bank are set forth in Exhibit D-3. When Union Bank recommends the addition or the removal of a DIA, Exhibit D-3 shall be deemed to be amended to incorporate such addition and/or removal recommendation unless Sponsor (or other person designated in writing by Sponsor) rejects such addition and/or removal recommendation. Changes in the Plan's DIAs shall be made in accordance with Exhibit D-3 of this Agreement. Compliance with the procedures set forth in Exhibit D-3 shall be deemed to satisfy any Plan provisions relating to Sponsor's obligation to select and monitor the DIAs available under the Plan.

Union Bank and Sponsor shall meet at least once during each calendar year (or more or less frequently as agreed upon by Union Bank and the Sponsor) to review the recommendations made by Union Bank pursuant to its duties under this Section 1.6.3.

Unless contrary to applicable law, the standard of care imposed on Union Bank in performing the services under this Section 1.6.3 is to act with the care, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; provided, however, that nothing in this Agreement shall be deemed to limit any responsibility Union Bank may have in connection with providing the services under this Section 1.6.3 to the extent such limitation would be inconsistent with applicable laws.

Union Bank shall not be responsible for selecting, monitoring, or making any recommendations to retain or remove, any employer stock funds or self-directed brokerage account investments, or any other investments under the Plan that are not DIAs.

In assuming responsibility for recommending the Plan's DIAs pursuant to this Section 1.6.3, Union Bank represents and agrees that is: (a) a fiduciary within the meaning of applicable law; and (b) is a bank within the meaning of the Investment Advisers Act of 1940.

In the event Sponsor permits Participants to establish self-directed brokerage accounts ("SDBA") under the Plan, Sponsor: (a) agrees that the investments in a Participant's SDBA shall be limited to publicly-traded securities, mutual funds, money market investments, other similar publicly-traded investments that are obtainable by Union Bank and which Union Bank is capable of holding in the ordinary course of business, which trade on a recognized exchange or over-the-counter market, and have a readily ascertainable fair market value on a daily basis, or any other investment allowed by the Plan subject to Union Bank's consent; (b) directs Union Bank to prepare and execute any documents necessary or appropriate to establish an SDBA for the benefit of a Participant; and (c) and specifically holds Union Bank harmless and indemnifies Union Bank for any action taken or not taken by the Participant or his/her designee (or any service provider with whom Participant's SDBA is established) in the case that such Participant's SDBA is established with a third-party other than Union Bank.

1.7 Investment Policy Statement. To the extent Union Bank is a discretionary trustee of the Plan (or Union Bank has agreed to act as a fiduciary under Section 1.6.2 or 1.6.3 and the Plan is a Participant-Directed Plan), Union Bank will be responsible for creating and maintaining an investment policy statement for the Plan if required by applicable law. To the extent the Plan is a Participant-Directed Plan, and Sponsor is responsible for selecting and monitoring the Plan's DIAs, Union Bank may provide a draft investment policy statement for Sponsor's review and approval; provided, however, it shall be the sole responsibility of Sponsor: (a) to determine whether to adopt such investment policy statement; and (b) if adopted, to comply with such investment policy statement.

1.8 Permitted Investments. Unless Union Bank agrees otherwise, Plan Assets in a Participant-Directed Plan shall be limited to publicly-traded securities, mutual funds, money market investments, and other similar publicly-traded investments that are traded on a recognized exchange or over-the-counter market and have a readily ascertainable fair market value on a daily basis ("Publicly-Traded Plan Assets"); provided, however, if Union Bank agrees to act as trustee or custodian of any Plan Assets that are not Publicly-Traded Plan Assets, then Sponsor (or its designee) shall be responsible, at its expense, for obtaining the fair market value of such Plan Assets and providing such valuation to Union Bank.

1.9 Prohibited Investments. Unless Union Bank agrees otherwise, the following investments will not be permitted in a Participant-Directed Plan: (a) any investment that, in Union Bank's sole discretion, would constitute or may result in a non-exempt prohibited transaction under applicable law; (b) derivatives, options, commodities, swaps, or similar investments; (c) collectibles (as defined in Internal Revenue Code (the "Code") Section 408(m)(2)); (d) non-publicly traded securities; (e) any investment prohibited by applicable law; (f) any investment that could cause the Plan or Trust to be subject to income taxes; (g) assets that are not capable of valuation; or (h) any investment prohibited under the terms of the Plan.

1.10 Investment Management or Advice Services to Plan Participants. Sponsor may make investment management and/or investment advice services available to Plan Participants in a Participant-Directed Plan. In the event such services are made available to Plan Participants, any Plan Participant who wants to receive such services shall enter into a separate agreement for the provision of such services, and that Sponsor further acknowledges it has reviewed and approved such Participant agreements.

## 2. OTHER SERVICES TO BE PERFORMED BY UNION BANK

2.1 Union Bank's Responsibilities. Union Bank, as directed by Sponsor, shall perform the recordkeeping, compliance, education, reporting and disclosure, and additional administrative services as set forth in Exhibit A. Exhibit A shall control and govern all recordkeeping, compliance, education, reporting and disclosure, and additional administrative services to be performed by Union Bank as an agent for the Plan Administrator. Any other services and all legal and accounting and regulatory matters for the Plan are the responsibility of Sponsor. Sponsor acknowledges that Union Bank is engaged to perform such services under this Section 2 as an independent contractor and that all such services shall be ministerial in nature and that Union Bank shall have no discretionary authority to administer or interpret the provisions of the Plan and any such service performed by Union Bank pursuant to this Section 2 shall be deemed to be made at Sponsor's direction. Union Bank shall not be deemed a fiduciary of the Plan by reason of the services it provides pursuant to this Section 2.

2.2 EPCRS. In the event of an "Operational Failure" under the Plan as defined in the IRS Employee Plans Compliance Resolution System ("EPCRS"), or any successor thereto, Union Bank shall assist Sponsor and the Plan Administrator to resolve such Operational Failure, at the Sponsor's cost and expense, under the IRS Self-Correction Program ("SCP"), as defined in EPCRS, unless Sponsor determines such Operational Failure cannot be resolved under SCP and notifies Union Bank in writing of such determination. In the event earnings need to be calculated in accordance with a corrective contribution under SCP, the Sponsor directs Union Bank to take the following action: (a) If earnings need to be calculated for a pooled account, the Sponsor directs Union Bank to use the earnings rate for the period of failure based on the investment results that would have applied had the failure not occurred; (b) If earnings need to be calculated in a Participant-Directed Plan, where the Participant has made investment elections, the Sponsor directs Union Bank to use the rate of return for the period of failure based on the Participant's actual investment elections during such period (alternatively, the Sponsor may direct Union Bank to calculate earnings based on the rate of return with the highest rate of return for the period of failure if permitted under EPCRS); (c) If earnings need to be calculated in a Participant-Directed Plan (that is not an automatic enrollment plan), where the Participant has not made any investment elections for the period of failure, the Sponsor directs Union Bank to use the Plan's weighted earnings rate for such period; (d) If earnings need to be calculated in an automatic enrollment plan, where the Participant has not made any investment elections for the period of failure, the Sponsor directs Union Bank to use the earnings rate for the applicable default investment fund for such period. Any correction made under this Section 2.2 shall be deemed to have been made at the Sponsor's direction.

2.3 Agent of Sponsor. In performing the services set forth in this Section 2, Union Bank shall act as an agent of Sponsor. Sponsor acknowledges that Union Bank is not by reason of this Section 2, providing the services of any attorneys, actuaries, accountants, investment advisors or analysts for Sponsor or the Plan, nor does Union Bank provide legal advice or tax advice by reason of its services under this Agreement.

2.4 Additional Duties. Sponsor and Union Bank may agree from time to time in writing to additional services to be performed by Union Bank in connection with the Plan.

### 3. SPONSOR'S RESPONSIBILITIES

3.1 Provision of Necessary Information by Sponsor. Sponsor shall provide Union Bank with complete and accurate records of the Plan Participants as of the effective date of this Agreement and throughout the term of this Agreement that are necessary or appropriate for Union Bank to perform its services under this Agreement. Sponsor shall further provide Union Bank with records relating to any change that affects the recordkeeping and administration for the Plan. Sponsor shall provide to Union Bank all materials, documents and information, including the current documents comprising the Plan, as may be necessary or appropriate to service the Plan or to satisfy the requirements of governing law unless otherwise provided in this Agreement. All information provided to Union Bank by Sponsor or its designee shall be true and accurate, and in a usable format, and Union Bank shall be entitled to rely on the accuracy and completeness of such information and shall have no duty to verify, inquire further or investigate the accuracy of such information or any other information required by Union Bank to carry out the services provided for under this Agreement. Sponsor acknowledges that timely receipt of necessary records and information is a condition to the performance of Union Bank's duties and services under this Agreement. Union Bank shall not be liable for any delay, loss or failure in the performance of its duties resulting from any inaccurate or untimely information furnished to Union Bank by Sponsor or any other party. Sponsor, at its own expense, hereby authorizes Union Bank to take any action necessary or appropriate to correct any errors directly or indirectly resulting from Union Bank's reliance on any inaccurate information furnished to Union Bank by Sponsor or any other party.

3.2 Ongoing Information to be Provided by Sponsor. Sponsor will provide or verify to Union Bank a listing for each plan year showing Participants and the contributions made to the Plan on behalf of each Participant for each plan year, the hire, rehire, and termination of employment dates for all of Sponsor's employees for each plan year, the number of hours of service for all of Sponsor's employees for each plan year and applicable eligibility computation and vesting computation periods, and any other information necessary or appropriate for Union Bank to perform its services under this Agreement. Unless applicable law provides otherwise, Sponsor is solely responsible for collecting, remitting and administering all contributions to the Plan (and loan payments, when applicable) and the timely deposit of such contributions to the Plan and Trust. The Sponsor shall comply with any Plan provision, applicable law or regulation that requires the timely remittance to the Plan's Trust of the employee contribution amounts (and loan payments) withheld from wages when segregated from the employer's general assets.

3.3 Responsibility for Plan Design, Funding and Operations. Sponsor shall have the sole responsibility for designing, funding, and operating the Plan in compliance with all applicable laws and regulations, and unless otherwise provided herein, Sponsor shall have sole responsibility for selecting service providers for the Plan and monitoring the performance of such service providers. Sponsor's responsibilities under this Section 3.3 shall include providing to Union Bank all administrative forms or documents necessary or appropriate to administer the Plan; provided, however, to the extent Union Bank has provided any such administrative forms or documents for use by the Plan, Sponsor has had a chance to review such forms and documents, and hereby approves their use unless Sponsor has provided written notice to the contrary.

3.4 Individually-Designed Plan. If the Plan is an individually-designed plan, Sponsor shall be responsible for providing to Union Bank a Plan document, as well as all the administrative forms and documents necessary to administer the Plan (including, but not limited to, QDRO procedures and distribution-related forms). Notwithstanding anything to the contrary, Sponsor shall be responsible for ensuring the Plan document complies with the form requirements of the Code at all times, and Sponsor shall be further responsible for obtaining a determination letter for the Plan.

3.5 Reporting and Disclosure Requirements. Sponsor shall be solely responsible for communicating and disclosing to Plan Participants any and all information regarding the Plan as required under applicable law. Except as otherwise provided herein, Sponsor shall be responsible for complying with all legal requirements applicable to the Plan and shall be solely responsible for satisfying any and all other reporting, notice, disclosure, and filing requirements imposed under applicable federal or state law, and all withholding, deposit and reporting requirements of federal, state and local tax laws applicable to the payment of Plan benefits except as otherwise provided in this Agreement.

3.6 Tax Qualification of Plan and Compliance with Laws. Sponsor shall be solely responsible for ensuring the Plan meets the requirements of Section 401(a) of the Code, and any other applicable sections of the Code. Sponsor shall be solely responsible and liable for any and all claims, taxes, and penalties resulting from the failure of Sponsor to administer the Plan in accordance with applicable laws and regulations. Sponsor agrees during and after the term of this Agreement to hold Union Bank harmless from, and indemnify Union Bank against any and all claims, losses, taxes, penalties and expenses, including attorneys' fees that may be incurred by, imposed upon or asserted against Union Bank and arising out of Sponsor's fiduciary and administrative duties with respect to the Plan except to the extent due to the grossly negligent acts or omissions of Union Bank in fulfilling its duties under this Agreement.

3.7 Delays Caused by Sponsor. Sponsor shall be responsible for any delay in the performance of services hereunder caused by the failure of Sponsor to furnish or verify any information required for the services to be performed by Union Bank.

3.8 Initial Set-Up and Transition of Services. Sponsor shall direct and ensure that the prior recordkeeper for the Plan (if the Plan is not a newly-established plan), if applicable, provides complete and accurate account, Participant, employee, and asset data to Union Bank on a timely basis.

3.9 Specific Information to be Furnished by Sponsor. In providing the information and records necessary for Union Bank's services hereunder, Sponsor shall:

- provide employer and employee contribution data in such format and data transmission mode and as frequently as may be required by Union Bank;
- provide new Participant information in a format required by Union Bank at least two weeks prior to such Participant's entry date into the Plan;
- provide updated employee data, including service records, compensation records, termination dates, birth dates, address information, and hire and rehire dates for all of Sponsor's employees, and any other information necessary or appropriate for Union Bank to provide services hereunder, in a format required by Union Bank and as frequently as may be required by Union Bank;
- provide data for the compliance testing to be performed by Union Bank in a format required by Union Bank in a timely manner as required by Union Bank; and
- answer all specific legal or tax questions concerning the Plan.

Sponsor shall promptly notify Union Bank as to an address change for any employee, Plan Participant, beneficiary, or alternate payee.

3.10 Plan Policies and Procedures. Unless otherwise provided herein, Sponsor shall be responsible for implementing all policies and procedures in connection with the Plan, including, but not limited to, qualified domestic relations order (QDRO) procedures; investment policy statement, salary reduction agreement policy, loan policy, lost participant policy, forfeiture policy, and any other policies and procedures that may be adopted under the Plan ("policies and procedures"). Union Bank may provide Sponsor with draft policies and procedures, and it shall be Sponsor's responsibility to review and approve such draft policies and procedures. If Sponsor does not notify Union Bank in writing within thirty (30) days of its objection to one or more policies and procedures, Sponsor shall be deemed to have approved and directed Union Bank to follow such policies and procedures in performing its services under this Agreement.

#### **4. FEES**

4.1 Responsibility for Fees. In consideration of the services to be provided pursuant to this Agreement, Sponsor shall pay to Union Bank the fees set forth in Exhibit B. Unless Sponsor and Union Bank agree otherwise, fees will accrue on a monthly basis, and Sponsor will be billed on a quarterly basis, and such fees shall be due and payable within thirty (30) days after the billing statement date. Sponsor shall notify Union Bank whether Sponsor will pay such fees and expenses, or whether such fees and expenses will be billed to the Plan. Notwithstanding the foregoing, Union Bank's fees may be paid out of the assets of the Trust to the extent allowed by the Plan and applicable law if: (a) Sponsor directs that such fees be paid out of the assets of the Trust; or (b) Sponsor does not timely pay such fees. Sponsor, and not Union Bank, will be solely responsible for determining whether any expense (and the amount of such expense) is properly payable by the Plan under applicable law.

4.2 Future Adjustments. Union Bank shall have the right to adjust its fees upon providing written notice at least thirty (30) days prior to the effective date of such adjustment, or at any other time if changes are made to this Agreement or any amendments made to the Plan, or any changes made to applicable law, which affect Union Bank's costs of services under this Agreement as determined solely at Union Bank's discretion. In the event of a fee adjustment made pursuant to this Section 4.2, Exhibit B shall be deemed to have been amended to incorporate such fee adjustment.

4.3 Third Party Expenses. Union Bank may charge Sponsor reasonable fees for the reproduction or return of Plan records requested by Sponsor or government agencies. Sponsor shall reimburse Union Bank for reasonable fees charged by others for information reasonably requested by Union Bank to perform its duties under this Agreement.

4.4 Taxes and Assessments. If, during the term of this Agreement, any tax (other than local, state or federal income taxes) or any other assessment, shall be imposed against Union Bank as a result of Union Bank performing its duties under this Agreement, Union Bank shall report the payment of such tax or assessment to Sponsor and Sponsor shall reimburse Union Bank for the same.

4.5 Fees for Additional Services and Reimbursement of Expenses. Nothing in this Section 4 shall prohibit Union Bank from performing any service not set forth in this Agreement for a reasonable fee; provided, however, any such service may be provided, and any such corresponding fee may be paid, only if agreed to by the parties in advance of performing such service; provided, further, Union Bank reserves the right to be reimbursed by Sponsor for out-of-pocket expenses incurred by Union Bank in connection with providing shareholder communications and proxy materials services.

4.6 Right of Union Bank to Suspend Performance. If Sponsor, for any reason whatsoever, fails to make a required payment of fees on a timely basis, Union Bank may deduct such fees from the Trust, if permitted under the Plan and applicable law, or suspend the performance of its services under the Agreement until such time as Sponsor makes the proper remittance; provided, however, if Union Bank decides to suspend the performance of such services, Union Bank shall provide Sponsor with timely written notice of Union Bank's intent to suspend the performance of such services.

4.7 Fees Received by Third Parties. Unless prohibited under the Plan or applicable law, nothing in this Agreement shall prohibit Union Bank from receiving reasonable fees or compensation from any person directly or indirectly in connection with the services provided to the Plan, Participants, or Sponsor in connection with the Plan. The Sponsor acknowledges and agrees that the fees or compensation that Union Bank may receive from certain mutual funds that are selected as DIAs shall be considered compensation to Union Bank for its services that is in addition to the fees charged directly by Union Bank for its services.

## 5. TERM AND TERMINATION

5.1 Initial Term and Renewal. This Agreement shall have an initial term of one (1) year and shall continue thereafter until terminated pursuant to Sections 5.2 and 5.3 of this Agreement.

5.2 Early Termination Upon Notice by Either Party. This Agreement may be terminated by either party for any reason upon sixty (60) days prior written notice to the other party.

5.3 Early Termination by Union Bank. This Agreement shall at the option of Union Bank terminate, or otherwise be suspended, effective immediately upon written notice to Sponsor, if:

- A. Sponsor fails to pay fees within thirty (30) days of their due date;
- B. Sponsor becomes insolvent or files for bankruptcy protection;
- C. Sponsor fails to promptly deliver any required forms or information needed for Union Bank to properly perform its duties under this Agreement;
- D. there is a merger, sale, acquisition, or consolidation involving Sponsor or the Plan, unless Union Bank consents to continue services under this Agreement with the successor Sponsor in advance of such event;
- E. Sponsor or other Plan fiduciaries takes any action deemed by Union Bank to violate applicable federal or state law; or
- F. any law or regulation is enacted that makes this Agreement illegal or impossible to perform.

5.4 Duties after Termination. Upon termination of this Agreement, Union Bank shall perform services hereunder through the termination date. Union Bank shall deliver, within sixty (60) days of the last service required under the Agreement, to Sponsor a complete and final accounting and report of its recordkeeping for the Plan, together with all books and records in its possession with respect to the Plan, all accounts, and all reports and other papers pertaining to the Plan. Union Bank retains the right to keep copies of all documents as may be required for audit purposes or as required by the Federal Deposit Insurance Corporation, state banking authorities, the IRS, or any other applicable regulatory authority.

5.5 Transition Services. Upon termination of this Agreement, Union Bank shall provide reasonable assistance in transferring Plan records and related information to any successor administrator, fiduciary, or other person designated by Sponsor. Sponsor shall be responsible for reimbursing Union Bank for any direct costs that are incurred in transferring Plan records and related information to the successor administrator, fiduciary, or other person designated by the Sponsor.

5.6 Survival of Obligations. Union Bank's and Sponsor's respective obligations under the Agreement which may, by their nature, continue beyond the termination of this Agreement (including the indemnifications and limitations of liability under Section 6) shall survive any termination of this Agreement.

## 6. INDEMNIFICATION AND LIABILITY LIMITATIONS

6.1 Limitation of Liability. Except as specifically provided in this Agreement, Union Bank shall not be liable to Sponsor, its agents, Plan Participants, or any other person whatsoever for any acts or omissions, with the exception of its gross negligence or willful misconduct relating to the services provided by Union Bank pursuant to this Agreement. Unless otherwise provided under applicable law, Union Bank shall not be responsible or liable for any acts or omissions made pursuant to any Plan Participant's use, or any other person's use, of the internet, other electronic system, or telephonic voice response system, made available by Union Bank under this Agreement except for its grossly negligent or willful acts or omissions. Union Bank shall not be liable for damages resulting from an interruption of any service or delayed or defective performance of services arising from war, natural disasters, acts of terrorism, loss of utilities, government restrictions, trading halts or trading exchange conditions, or any other cause beyond Union Bank's reasonable control.

6.2 No Liability for Following Sponsor's or Participant's Directions. Union Bank shall not be responsible or liable for any acts or omissions made pursuant to any direction, consent, or other request reasonably believed by Union Bank to be: (a) genuine; and (b) from an authorized representative of Sponsor or, with respect to Participant investment directions, the Participant (or an authorized representative of the Participant). Union Bank shall not be responsible or liable for any acts or omissions made in reliance on erroneous data provided by Sponsor or any other person or the failure of Sponsor to perform its obligations under this Agreement. Union Bank shall not be responsible or liable for any acts or omissions made by any person, selected by Sponsor or any Participant, providing services to the Plan or Participant, or for following the investment directions provided by a Participant (or the Participant's agent or designee) in a Participant-Directed Plan.

6.3 No Liability for Acts of Prior Administrator. Union Bank shall not be responsible or have any liability for any acts or omissions of any previous recordkeeper, third party administrator, fiduciary, or any other service provider for the Plan, or for any acts taken by Union Bank in reliance upon or on the basis of any records or information prepared by a previous recordkeeper, third party administrator, fiduciary, or any other such service provider.

6.4 Indemnification of Union Bank by Sponsor. In addition to and not in limitation of the specific indemnification obligations of Sponsor provided elsewhere in this Agreement, Sponsor agrees to indemnify and hold harmless Union Bank, its officers, directors, agents and employees, from and against any and all claims, damages, losses, liabilities, taxes, penalties, fines and expenses, including court costs and reasonable attorneys' fees, arising out of or in any way connected to any act done or omitted to be done by Union Bank with respect to carrying out its responsibilities under this Agreement, except as to those matters as to which Union Bank is finally adjudged to be guilty of gross negligence or willful misconduct. Such indemnification by Sponsor shall include, but shall not be limited to, any and all actual or threatened claims, suits, proceedings, or causes of action against Union Bank by any Plan Participant or beneficiary, or any other person.

6.5 Indemnification of Sponsor by Union Bank. Union Bank shall indemnify and hold harmless Sponsor, its agents and employees from and against any and all claims, damages, losses, liabilities, penalties, fines and expenses, including court costs and reasonable attorneys' fees, arising out of or in any way connected with the grossly negligent or willful acts that occur in Union Bank's performance of its services under this Agreement. Under no circumstances will either party to this Agreement have any obligation to indemnify the other party for any special, consequential, punitive or indirect damages or losses.

6.6 Survival of Indemnification Provisions. Each party's obligation under this Agreement to indemnify and hold harmless the other party from certain claims, damages, losses, liabilities, penalties, taxes, fines and expenses shall survive the termination of this Agreement.

6.7 No Special Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL UNION BANK OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OR LOSSES ARISING FROM THIS AGREEMENT, OR THE PERFORMANCE OR NONPERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

## 7. DESIGNATION OF REPRESENTATIVES

7.1 Authorized Representatives. Sponsor shall designate in Exhibit C the initial authorized representative(s) to sign documents, communicate information and provide instructions and directions concerning the Plan to Union Bank, and shall update, as needed, such designation as set forth in Exhibit C. Such authorization shall remain in effect until Union Bank has received written notification to the contrary. Union Bank shall be entitled to rely and act upon any instructions received from such authorized persons that Union Bank reasonably believes to be so authorized to provide such instructions and shall have no duty to inquire or question the accuracy or completeness of any data or instructions provided to it.

## 8. MISCELLANEOUS

8.1 Amendment. Except as otherwise provided herein, this Agreement may be amended by Sponsor and Union Bank at any time by written agreement by both parties.

8.2 Lost Participants and Participant Addresses. Sponsor acknowledges it is solely responsible for: (a) locating missing or lost Participants in accordance with the Plan, any policy adopted thereunder, and applicable law; and (b) maintaining current Participant contact information (e.g., address, phone number, and email address).

8.3 Litigation Proceeds. The parties understand that from time to time the Plan may receive a settlement amount as a result of class action litigation involving one or more investments held by the Plan. In the event that Union Bank receives a settlement amount, unless Sponsor provides written direction to Union Bank to the contrary, Sponsor hereby directs Union Bank to allocate the settlement amount as follows: (a) If the Plan is a defined benefit plan, and Union Bank is not a discretionary Trustee or discretionary investment manager with respect to the assets in the defined benefit plan, Union Bank is directed to allocate the settlement amount as earnings, or as directed by the responsible fiduciary; (b) If the Plan is a defined contribution plan, the settlement amount relates to investments held in a pooled account under the Plan, Union Bank is directed to allocate the settlement amount as earnings; and (c) if the Plan is a defined contribution plan, and the settlement amount relates to investments held within a Participant's brokerage, or similar, account under the Plan, in the event Union Bank is not a discretionary Trustee or discretionary investment manager with respect to the brokerage (or similar) account, Union Bank is directed to allocate the settlement amount as earnings and purchase money market shares (or shares in a similar fund designed preserve capital) within the Participant's account.

8.4 Union Bank not a Plan Administrator. In no event shall Union Bank or its agents or employees be deemed the Administrator of the Plan for purposes of any applicable law affecting or regulating the Plan.

8.5 No Legal or Tax Services. In executing this Agreement, Sponsor acknowledges that Union Bank does not provide, and is not providing, the services of any attorneys, actuaries, accountants, or analysts for Sponsor or the Plan, nor does Union Bank provide legal advice or tax advice to Sponsor, Plan, any Plan Participant or beneficiary by reason of its services under this Agreement. Sponsor agrees to seek the advice of its own legal and/or tax adviser as to all matters that might arise relating to the Plan, including, without limitation, the operations and administration of the Plan and the compliance of the Plan with applicable law, including the Code.

8.6 Capturing Rollovers. Sponsor hereby grants permission to Union Bank (or any affiliate of Union Bank) to contact Plan Participants and to educate them (and not to provide advice) about their distribution options under the Plan, including the option of rolling over a distribution to an Individual Retirement Account ("IRA") or a Roth IRA established at Union Bank (or at an affiliate of Union Bank), and making them aware of other Union Bank services.

8.7 Union Bank not a Plan Fiduciary. Except as otherwise provided in Section 1, or in a separate writing, Union Bank or its agents or employees shall not by reason of this Agreement or the services provided hereunder be deemed a fiduciary of the Plan under applicable law, or be classified as a fiduciary for the purposes of any applicable law affecting or regulating the Plan; provided, however, should a court, or other adjudicating authority, determine that Union Bank is liable in any respect to the Plan or any person as a fiduciary, Sponsor, through the use of its assets and not Plan Assets, shall indemnify and hold harmless Union Bank and its agents and employees from and against all legal responsibilities and liability as a fiduciary of the Plan except to the extent that such liability may be due to Union Bank's willful breach of fiduciary duty.

8.8 No Authority to Control, Manage or Dispose of Plan Assets. Except as otherwise provided in writing to the contrary, Sponsor and/or Trustee shall have absolute authority with respect to the control, management, disposition and utilization of Plan Assets, and Union Bank shall not have, nor be deemed to exercise, any discretion, control, or authority with respect to the control, management, disposition, or utilization of Plan Assets; provided, however, should a court, or other adjudicating authority, determine that Union Bank is liable in any respect to the Plan or any person because of any control or authority with respect to Plan Assets, Sponsor, through the use of its assets and not Plan Assets, shall indemnify and hold harmless Union Bank and its agents and employees from and against liability connected with or predicated on such control or authority of the Plan Assets.

8.9 Responsibility for Other Expenses. Sponsor shall be responsible for all expenses incident to the operation of the Plan unless such expenses are the responsibility of Union Bank in performing the services provided under this Agreement.

8.10 Subpoenas and Court Orders. Union Bank will comply with all subpoenas or court orders properly served upon it which have not been quashed, dismissed, rescinded, withdrawn or stayed; provided, however, Union Bank shall immediately notify Sponsor of the service of any such subpoena or order and give Sponsor the opportunity to contest or resist the subpoena or order. Sponsor shall reimburse Union Bank for all costs and expenses incurred with respect to complying with such subpoenas and court orders. Sponsor shall bear all responsibility for resisting or contesting any court or governmental agency order concerning Plan records in the possession of Union Bank.

8.11 Instructions to Union Bank. Sponsor hereby authorizes Union Bank to act on the written instructions of Sponsor (or its designee), or on instructions provided by Sponsor in the form of facsimile transmission, by e-mail, by telephone, or any other method, electronic or otherwise, acceptable to Union Bank. To the extent such instructions are submitted to Union Bank in the form of facsimile or e-mail or telephone, Sponsor hereby directs Union Bank to act on such instructions notwithstanding the fact that such instructions do not bear an original authorized signature, provided the instructions acted upon: (a) appear to be given by a person authorized to give binding instructions to Union Bank in the case of instructions provided by facsimile or telephone; (b) appear to have been sent from the computer of a person authorized to give binding instructions to Union Bank in the case of instructions provided by e-mail; and are consistent with the established authority of such person. Sponsor acknowledges that information sent via e-mail may be less confidential than information sent by other methods. Union Bank shall not be liable for any loss of the confidentiality of information sent by e-mail prior to its reception. Sponsor acknowledges that there are encryption methods available for the confidential transmission of data by e-mail, and its failure to encrypt such e-mail transmissions evidences Sponsor's acceptance of the potential loss of confidentiality of such e-mail transmitted data.

The authorization provided in this Section 8.11 shall continue in effect until revoked or amended in writing (or via facsimile or e-mail). To the extent Union Bank acts within the scope of this authorization, Sponsor expressly releases Union Bank from and indemnifies Union Bank against any liability that may directly or indirectly arise as a result of Union Bank's action or inaction based on the facsimile, email, telephonic, or electronic instruction.

8.12 Online Administration/Telephone and Electronic Directions by Participants. To the extent permitted under applicable law, the Plan, and in accordance with Union Bank's practices, unless Union Bank agrees otherwise, Sponsor hereby authorizes and directs Union Bank to process elections submitted by Plan Participants to Union Bank via Union Bank's website, voice response unit, or by live telephone call with a Union Bank representative with respect to: (a) enrolling in the Plan; (b) submitting deferral elections and after-tax employee contributions (and modifications thereto); (c) making beneficiary designations; (d) making investment elections or investment transfers with respect to their Plan accounts; (e) requesting and initiating a loan; (f) requesting distributions including hardship and in-service distributions; and (g) any other elections permitted under the Plan and applicable law (collectively referred to as "Electronic Elections"). All such Electronic Elections shall be made in accordance with applicable law, the provisions of the Plan, and any policies adopted by Sponsor and Union Bank. Sponsor directs Union Bank to process such Electronic Elections pursuant to this Section 8.12 without further approval from Sponsor.

Sponsor hereby further directs Union Bank to act upon such telephone or electronic instructions without questioning the authenticity of such direction other than as provided herein. A Participant may be required to provide Union Bank with his/her name, Plan name, Social Security Number, personal identification number, and any other information Union Bank deems necessary or appropriate. For security purposes, Union Bank shall have the right to require a Participant to respond to additional questions (e.g., date of birth, date of hire, or other "challenge" questions) before being able to access his/her account. Only authorized representatives of Sponsor and the Participant shall have access to such Participant's account.

Some services provided by Union Bank may require oral, telephone, electronic or written instructions or information provided by the Participant and/or the Participant's spouse. Instructions or other information provided to Union Bank under a signature which purports to be that of the Participant or provided with a personal identification number or other identifying information used to verify that the transmission originated from the Participant shall be deemed to be complete, accurate, authentic and timely. Union Bank shall act in accordance with such instructions or information and shall have no duty to inquire into their completeness, accuracy, authenticity or timeliness.

Union Bank shall not be responsible for, and makes no warranties regarding access, speed or availability of Electronic Elections, or any other service required for electronic communication, nor does Union Bank make any warranties, express or implied, and disclaims all warranties of merchantability, fitness for a particular purpose and non-infringement. Sponsor shall indemnify, and hold harmless Union Bank (including its employees, representatives and agents) from and against any liability, loss or expenses (including reasonable attorneys' fees and court costs) incurred by Union Bank in connection with providing information or processing transactions in accordance with the directions of a Participant (or designee) via written, telephone, internet or other means approved by Sponsor for use with the Plan.

8.13 Subcontractors of Union Bank. Union Bank may contract with other subcontractors to perform services under this Agreement. However, Union Bank will be responsible for those services to the same extent that it would have been responsible had Union Bank performed those services directly hereunder.

8.14 Force Majeure. Neither Union Bank nor Sponsor shall be liable for any loss or expense resulting from a failure to fulfill or for delay in fulfilling its responsibilities under this Agreement where such failure or delay arises from any occurrence commonly known as force majeure, including, but not limited to, fire, flood, acts of God, war, riot, failures of any telephone or wireless network, strikes or other acts of workmen, accidents, acts of terrorism, revolution or any other events or circumstances beyond the reasonable control of the party affected by the occurrence.

8.15 Records are Property of Sponsor. All records sent to Union Bank by Sponsor (or its agents) will remain the property of Sponsor. Plan records in Union Bank's possession will be returned by Union Bank to Sponsor or its designee in the event of termination of this Agreement or otherwise upon the written instructions of Sponsor. This provision shall not preclude Union Bank from retaining copies of Plan records that it may reasonably need or that it may be required by law to retain or from destroying records that it has held for more than seven years (or longer or shorter depending on applicable law) following such termination of this Agreement.

8.16 Inspection of Plan Records by Sponsor. Union Bank agrees that, upon reasonable notice, it shall provide Sponsor the information and records that Sponsor may reasonably require that are maintained by Union Bank in order for Sponsor or its designee to perform audits of such records, to process any Participant claim or to perform any other function necessary for the operation of the Plan.

8.17 Confidentiality/Security. Union Bank and Sponsor agree to treat as confidential and use only in connection with this Agreement all Plan data, records and information ("confidential information") regarding the recordkeeping and trust systems, including computer programs and software, reports and other documents, which are furnished to the other under this Agreement, and the parties agree to comply with applicable law in connection with the use of such confidential information. Union Bank and Sponsor shall protect the security of such confidential information and shall not disclose such confidential information to third parties except as required by law or when requested to do so by the other; provided, however, that Union Bank may disclose such confidential information to its agents in the course of performing its duties under this Agreement. Sponsor furthermore agrees to comply with any confidentiality or security requirements as may be established from time to time by Union Bank. Union Bank is entitled to presume that, unless notified to the contrary by the Sponsor, all actions necessary to ensure compliance with applicable data protection laws have been satisfied with respect to the information and data furnished to Union Bank.

Union Bank agrees that all Plan information and data, including instructions from Sponsor, provided to Union Bank by Sponsor (or its agent) are the confidential information of Sponsor or the Plan. Union Bank agrees not to disclose such confidential information to third parties except: (a) to its affiliates or agents for the purpose of providing services to the Plan;

(b) in any administrative or judicial forum involving a dispute under this Agreement; (c) as may be required by law or by order of any government agency, regulatory body or court of competent jurisdiction for purposes other than those specified in the Agreement without the prior consent of Sponsor; (d) that non-participant specific information may be provided to support industry surveys; or (e) for the limited purpose of collecting satisfaction surveys from Sponsor and/or Plan Participants from time to time.

In the event either party discovers any unauthorized acquisition, access, use or disclosure (collectively, a "Security Breach") of Confidential Information, the party suffering such Security Breach shall notify the other party of such Security Breach in writing or email promptly, but in no event more than two business days after the discovery of such Security Breach. Such notification shall identify: (a) the nature of the Security Breach; (b) the Confidential Information subject to the Security Breach; (c) what action has been taken or will be taken to mitigate the impact of the Security Breach; (d) what action has been taken or will be taken to prevent a future similar Security Breach; and (e) any other information as reasonably requested by the other party.

Union Bank agrees to maintain the following cyber liability insurance coverage so long as it has access to Confidential Information: Cyber liability insurance providing coverage that may include cyber incident response costs (legal & regulatory, IT security forensic, crisis communication, privacy breach management); rectification costs; system business interruption, network security and privacy liability, regulatory proceedings, and media liability with a minimum aggregate limit of liability of \$5,000,000 (or lower amount as mutually agreed upon by the parties) with lower sub-limits of liability depending on the nature of the claim as mutually agreed upon by the parties.

Each year upon the request of the Sponsor, Union Bank shall provide Sponsor with a copy of the review performed by Union Bank's external auditors under the "Statement of Standards for Attestation Engagements Number 18, Attestation Standards: Clarification and Recodification" of the American Institute of Certified Public Accountants (SSAE18), including any System and Organization Controls reports (SOC 1, SOC 2, or SOC 3 Reports), or any new or replacement standard or protocol established by the American Institute of Certified Public Accountants. The parties agree that such reviews and reports shall be treated as Confidential Information hereunder.

8.18 Recording of Telephone Conversations. Sponsor authorizes Union Bank to monitor and/or record telephone conversations between Union Bank's representatives and Plan participants for training, quality assurance, documentation, and other purposes in connection with providing services to the Plan. Union Bank shall inform a Plan Participant in the event that a telephone conversation is being monitored or recorded, and Union Bank shall comply with all applicable laws in connection with such monitoring and recording.

8.19 Customer Identification Program – Important Information About Procedures for Opening New Account – Non-ERISA Accounts Only. Applicable to non-ERISA accounts only, to help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you; we may also ask to see your driver's license or other identifying documents.

8.20 Financial Privacy Notice. The parties acknowledge that Union Bank has provided to Sponsor the Financial Privacy Notice (which is attached hereto as Exhibit E and by this reference incorporated herein) required by Federal law.

8.21 Governing Law. This Agreement shall be construed and enforced according to the laws of the State of Nebraska except to the limited extent that the Agreement may be preempted by applicable law.

8.22 Notices. All notices under this Agreement shall be in writing (or any electronic media to the extent permitted under applicable law and acceptable to Union Bank) and shall be given to the party entitled thereto by personal service, or by United States mail, to the last known address of said party. Notices to Union Bank shall be sufficient if sent to:

Union Bank & Trust Company  
Attn: Retirement Plan Services  
6811 S. 27<sup>th</sup> Street  
P.O. Box 82535  
Lincoln, NE 68501-2535

8.23 Entire Agreement and Severability. Except as otherwise provided in the Plan’s Trust Agreement, Sponsor acknowledges that there are no agreements or understandings, written or oral, between itself and Union Bank with respect to services which are to be rendered by Union Bank, other than as set forth herein or in such additional written agreements authorized hereunder. In any case where any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement.

8.24 No Third-Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to confer upon any person (other than the Sponsor, Plan Administrator and Union Bank) any rights, benefits or remedies of any kind or character whatsoever, and no person will be deemed a third-party beneficiary of or under this Agreement.

8.25 Binding Effect. This Agreement shall be binding upon all the parties hereto, their heirs, successors, assigns, and legal representatives forever.

8.26 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, Sponsor and Union Bank have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to be effective July 1, 2023.

City of Crete, Nebraska

Union Bank & Trust Company

*Sponsor*

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Clerk-Treasurer

Its: \_\_\_\_\_

## EXHIBIT A

### A. Ministerial Recordkeeping Services

To the extent applicable in connection with the Plan, Sponsor hereby directs Union Bank to:

- maintain individual Participant account information that may be provided from time to time by Sponsor. To the extent applicable, such information shall include, but will not be limited to, each Participant's name, Social Security Number or taxpayer identification number, date of hire and rehire, number of hours worked in the plan year (or other computation period), date of birth and date of Plan participation, and date of termination of employment and address information.
- maintain records to determine an employee's eligibility to participate in the Plan in accordance with the Plan's provisions and based on employee data provided to Union Bank by Sponsor; provide to Sponsor, in electronic form or otherwise, services and materials to facilitate employee enrollment, contribution elections and investment directions.
- maintain records to determine an employee's vesting service under the Plan in accordance with the Plan's provisions and based on employee data provided to Union Bank by Sponsor.
- record relevant employee data including compensation (as defined by the Plan) as reported to Union Bank by Sponsor, contributions, rollovers and transfers, distributions, payroll information and investment transactions.
- allocate Plan investment gains or losses and forfeitures in accordance with Plan provisions.
- allocate Employer contributions in accordance with Plan provisions.
- allocate Participant contributions, including to the extent applicable, pre-tax elective deferrals, Roth deferrals, after-tax employee contributions, and rollover contributions, in accordance with the Plan provisions.
- prepare a summary allocation report annually for all Plan Participant accounts. Such report will include each Participant's total account balance; the vested amount of each such total account balance; the vested percentage of each total account balance; the allocation of contributions and forfeitures and Plan gain or loss; fund transfers and any distributions made to or on behalf of each such Plan Participant.
- process changes to investment allocations (in a Participant-Directed Plan) as directed by Participants.
- prepare, on behalf of the Plan Administrator, for each Participant in the Plan, a Participant benefit statement as frequently as required under applicable law.
- make distributions (including in service distributions, hardship distributions, and required minimum distributions to the extent applicable under the Plan) and disbursements (including disbursement of loan proceeds), pursuant to the terms of the Plan document, to any Participant who is entitled to such distribution or disbursement. Sponsor agrees that all distributions and disbursements made from the Plan shall be deemed to be made at the direction of Sponsor and Plan Administrator (as defined in the Plan). Distributions and disbursements will be made within an administratively practicable period of time following the date Union Bank receives executed distribution or disbursement forms (including completion of online or other electronic elections). Union Bank will withhold applicable federal and Nebraska and Kansas state income tax withholding and remit such withholding on behalf of the Plan and Plan Administrator to the appropriate governmental entities. Union Bank will prepare and file an IRS Form 1099-R with respect to such distributions and disbursements to the extent required by law.

B. Additional Administrative Services

To the extent applicable in connection with the Plan, Sponsor hereby directs Union Bank to:

- provide Participants access to an interactive voice response system and the internet for investment transfers, account balance realignments, investment elections and changes thereto, and deferral elections and changes thereto, and any other Participant elections agreed upon by Union Bank.
- provide Participants access to their Plan accounts via the world wide web and any other technology as such technology becomes available, and as allowed by law, regulation and Union Bank's policies and procedures.
- provide Participants access to a Union Bank representative via telephone for inquiries regarding their individual Plan accounts.
- Provide Sponsor access to individual Participant accounts (and provide Participants with the ability to perform certain Plan transactions) via the world wide web and any other technology as such technology becomes available, and as allowed by law, regulation and Union Bank's policies and procedures; provided, however, Sponsor agrees and acknowledges that Union Bank shall not be liable for any action taken by Sponsor, or its employees or agents, in connection with making changes to a Participant's account through electronic or other means.
- provide to Sponsor, and to make available to Participants, in electronic form or otherwise, enrollment, distribution, loan-related, termination of employment forms, and any other forms necessary or appropriate to administer the Plan except to the extent Sponsor provides such forms. Sponsor acknowledges that it has had the opportunity to review such forms and documents, and unless Sponsor notifies Union Bank in writing to the contrary, Sponsor hereby directs Union Bank to use such forms in performing its services under this Agreement.
- to the extent applicable under the Plan, process loans with respect to amounts borrowed from a Participant's individual Plan account in accordance with the Plan document, and the Plan's loan policy. Union Bank will prepare and file IRS Form 1099-R or such other forms as may be required under applicable law for the reporting of distributions that Sponsor directs Union Bank to make in connection with the failure of a Participant to repay a loan as required, provided that Sponsor provides Union Bank with all information Union Bank may need to prepare the reports of distributions.
- review any domestic relations order received by the Plan and notify the Plan Administrator of the results of such review; provided, however, Sponsor acknowledges that the Plan Administrator is solely responsible for determining whether a domestic relations order constitutes a qualified domestic relations order ("QDRO") within the meaning of the Code and for otherwise complying with the QDRO requirements set forth in the Code.

C. Education Services

Sponsor hereby directs Union Bank to (select as appropriate):

- deliver to Sponsor Plan enrollment materials, and information regarding the investments available under the Plan; provided, however, after approving such information, Sponsor will be responsible for providing such information to Participants.
- conduct employee education meetings as mutually agreeable to Sponsor and Union Bank.

D. Compliance Services

Unless Sponsor has notified Union Bank to the contrary, Sponsor hereby directs Union Bank to perform the following compliance services to the extent applicable to the Plan:

- conduct, on an annual basis, coverage testing under Code Section 410(b)(1) based on information provided by Sponsor, and to report to Sponsor the results of such testing.
- conduct, on an annual basis, nondiscrimination testing under Code Section 401(a)(4) and to report to Sponsor the results of such testing.
- conduct, on an annual basis, the “annual additions test” set forth in Code Section 415(c) and to report to Sponsor the results of such testing.
- conduct, on an annual basis, the actual deferral percentage test set forth in Code Section 401(k) and to report to Sponsor the results of such testing.
- conduct, on an annual basis, the actual contribution percentage test set forth in Code Section 401(m) and to report to Sponsor the results of such testing.
- conduct, on an annual basis, the deferral limitations test set forth in Code Section 401(a)(30) and catch-up amounts under Code Section 414(v) and to report to Sponsor the results of such testing.
- conduct, on an annual basis, top heavy testing set forth in Code Section 416 and to report to Sponsor the results of such testing.
- monitor, on an annual basis, required distributions as required by Code Section 401(a)(9).

E. Reporting, Disclosure, and Miscellaneous Services

Sponsor directs Union Bank to (select as appropriate):

- prepare, on an annual basis, IRS Form 5500, and timely deliver the same to Sponsor for signature and filing. Sponsor will be responsible for determining whether the Plan is responsible for filing IRS Form 5500, and whether an audit is required. Union Bank is authorized to file Form 5558 (Application for Extension of Time to File Certain Employee Plan Returns) on behalf of Plan unless directed by Sponsor/Plan Administrator to not file the extension. If Sponsor determines IRS Form 5500 must be filed, Union Bank will prepare such IRS Form 5500 and deliver the same to Sponsor for signature and filing. Sponsor shall engage the services of an independent auditor to prepare the audit report to the extent an audit report is required. If this box is checked, Sponsor also directs Union Bank to prepare the Summary Annual Report (“SAR”) for the Plan; provided, however, notwithstanding anything to the contrary, Sponsor shall be responsible for delivering such SAR to participants as required by law.
- prepare, when required by applicable law, Form 8955-SSA and file, on behalf of the Plan Administrator, with the Internal Revenue Service.
- cooperate with Sponsor and any third-party responsible for preparing IRS Form 5500 and Form 8955-SSA.
- prepare a Plan document for review, approval, and execution by Sponsor; provided, however, it shall be Sponsor’s responsibility to ensure such Plan document is qualified within the meaning of Code Section 401(a).
- provide Participants access to the Relius Administration Plan Participant Web module (the “Participant Website”), or similar program, to permit Participants to designate any beneficiary(ies) to whom Union Bank, in its capacity as Trustee or custodian, will pay all or any portion of the Participant’s vested account balance under the Plan in the event of a Participant’s death; provided, however, the parties understand that Sponsor shall retain the responsibility for maintaining participant beneficiary records under applicable law, and that Plan benefits shall be paid to a Participant’s beneficiary(ies) only upon Sponsor’s written approval and direction.

- comply with any Durable Power of Attorney (or similar document) (“POA”) as directed by Sponsor in connection with the administration of a Participant’s account; provided, however, it shall be Sponsor’s responsibility for reviewing such POA, accepting or denying such POA, and notifying Union Bank of the acceptance or denial of such POA.

In performing services under this Agreement, including the above-referenced Compliance Services, unless Sponsor expressly notifies Union Bank in writing to the contrary, Sponsor acknowledges and directs Union Bank to provide services under this Agreement with the understanding that Sponsor does not maintain any qualified plan (under Code Section 401(a)) other than the Plan, and that Sponsor is not a member of a controlled group of businesses nor a member of an affiliated service group within the meaning of the Internal Revenue Code. To the extent Sponsor notifies Union Bank in writing that Sponsor is a member of a controlled group of businesses or a member of an affiliated service group, Union Bank will perform the above-referenced Compliance Services on a controlled group basis or an affiliated service group basis as the case may be.

City of Crete, Nebraska \_\_\_\_\_, Sponsor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: Clerk-Treasurer \_\_\_\_\_

## EXHIBIT B

### COMPENSATION AND FEE SCHEDULE

#### City of Crete, Nebraska Pension Plan

**ANNUAL BASE FEE ..... No Charge**

The Base Fee is due and payable on a quarterly basis (the quarterly fee will be calculated by dividing the Annual Base Fee by 4). If the Annual Base Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Participants on a pro rata basis.

**ANNUAL ASSET-BASED FEE**

Plan Assets for Entire City of Crete Relationships	Total Standard Rates
Initial \$5,000,000	.60%
Balance of Account	.50%

This fee relates to trustee/custodial services, participant services and educational services, management reports to Sponsor, annual compliance testing, and reconciling trust assets to Participant allocation reports.

The Asset-Based Fee will be calculated for each month in a calendar year quarter by multiplying the Annual Asset-Based Fee rate by the market value of the Plan Assets (subject to the fee) as of the last business day of the month divided by 12. The monthly fee amount calculated pursuant to the preceding sentence will be accrued for the calendar year quarter, and the Asset-Based Fee will be due and payable each calendar year quarter. If the Asset-Based Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Participants on a pro rata basis.

**ANNUAL INVESTMENT MANAGEMENT FIDUCIARY SERVICES FEE..... Not Applicable**

To the extent Union Bank will act as a fiduciary pursuant to Section 1.6.2, Union Bank will charge an Annual Investment Management Fiduciary Services Fee. This fee is in addition to the Annual Asset-Based Fee. The Investment Management Fiduciary Services Fee is calculated on a monthly basis, by multiplying the Annual Investment Management Fiduciary Services Fee rate by the market value of the Plan Assets (subject to the fee) of the last business day of the month divided by 12. The monthly fee amount calculated pursuant to the preceding sentence will be accrued for the calendar year quarter, and the Investment Management Fiduciary Services Fee will be due and payable each calendar quarter. If the Investment Management Fiduciary Services Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Participants on a pro rata basis.

**ANNUAL INVESTMENT ADVICE FIDUCIARY SERVICES FEE..... Not Applicable**

To the extent Union Bank will act as a fiduciary pursuant to Section 1.6.3, Union Bank will charge an Annual Investment Advice Fiduciary Services Fee. This fee is in addition to the Annual Asset-Based Fee. The Investment Advice Fiduciary Services Fee is calculated on a monthly basis, by multiplying the Annual Investment Advice Fiduciary Services Fee rate by the market value of the Plan Assets (subject to the fee) of the last business day of the month divided by 12. The monthly fee amount calculated pursuant to the preceding sentence will be accrued for the calendar year quarter, and the Investment Advice Fiduciary Services Fee will be due and payable each calendar quarter. If the Investment Advice Fiduciary Services Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Participants on a pro rata basis.

**ANNUAL BROKERAGE ACCOUNT FEE (PER ACCOUNT)..... Not Applicable**

The Annual Brokerage Account Fee relates to the establishment and maintenance of a brokerage account under the Plan. One-fourth of the Annual Brokerage Account Fee will be due and payable each calendar year quarter. If the Brokerage Account Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to those Participants who have a brokerage account under the Plan. Unless the parties have agreed otherwise in writing, Plan Assets held in a brokerage account will be subject to the Annual Asset-Based Fee in addition to the Annual Brokerage Account Fee.

**QUARTERLY PARTICIPANT RECORDKEEPING SERVICE FEE**

To include Quarterly Participant Statements provided to Participants ..... **No Charge**

The Quarterly Participant Recordkeeping Service Fee will be billed on a quarterly basis by multiplying the Quarterly Participant Recordkeeping Service Fee by the number of individual accounts under the Plan as of the last business day of the quarter. The Quarterly Participant Recordkeeping Service Fee will be due and payable on a quarterly basis. If the Participant Recordkeeping Service Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Participants on a per capita basis.

**FORM 5500 PREPARATION FEE ..... Not Applicable**

The Form 5500 Preparation Fee is charged for the preparation of Form 5500, Annual Return/Report of Employee Benefit Plan and Summary Annual Report. The Form 5500 Preparation Fee is due and payable when the services are rendered. If the Form 5500 Preparation Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Participants on a per capita basis.

**LOAN FEE**

Initial Loan Processing Fee ..... **Not Applicable**

This fee is due and payable, at the time the loan is established, from the account of the Participant who initiated the loan, and will be deducted separately from the Participant’s loan proceeds.

**DISTRIBUTION FEES**

Base Distribution Fee ..... **\$60**

A \$60 Base Distribution Fee will apply to any distribution made from the Plan.

Additional Wire Transfer Fee ..... **\$35**

In addition to the Base Distribution Fee, a \$35 Wire Transfer Fee will apply to any distribution made from the Plan via wire transfer. A Wire Transfer Fee will not be charged if the wire recipient bank is Union Bank.

Additional Overnight Mail Fee ..... **\$50**

In addition to the Base Distribution Fee, a \$50 Overnight Mail Fee will apply to any distribution made from the Plan via overnight mail service.

Distributions to which Fees Apply. Unless otherwise provided, the Base Distribution Fee, Wire Transfer Fee, and Overnight Mail Fee will apply to any distribution made under the Plan (regardless of whether the distribution is made to a Participant, financial institution, or another employer-sponsored plan), including but not limited to hardship distributions, in-service distributions, rollover distributions, distributions made as a result of the Participant’s termination of employment, distributions made as a result of the Plan’s termination, required minimum distributions, installment distributions, partial distributions, and any distribution made to a beneficiary or alternate payee. For purposes of this “Distribution Fees” and “Small Account Balance Closing Fee” portions of this Exhibit B, “Participant” includes a beneficiary or alternate payee who receives a Plan distribution.

Recurring Distributions. If a Participant has elected to receive recurring distributions from the Plan, the Base Distribution Fee, and Wire Fee (if applicable) will apply to the first distribution but not to subsequent recurring distributions. The Overnight Mail Fee, if applicable, will apply to all recurring distributions. For these purposes, a recurring distribution means required minimum distributions, installment distributions, and partial distributions that are treated as recurring distributions.

Payment of Distribution Fee. Unless Sponsor has agreed otherwise in writing, Sponsor hereby directs that any applicable Base Distribution Fee, Wire Transfer Fee, and Overnight Mail Fee be deducted from the Participant’s account before the distribution is made.

**SMALL ACCOUNT BALANCE CLOSING FEE**

If a Participant’s, beneficiary’s, or alternate payee’s vested account balance is \$60 or less at the time such Participant receives a distribution, Sponsor understands and agrees that the entire amount of such vested account balance will be paid to Union Bank as a Small Account Balance Closing Fee.

**QUALIFIED DOMESTIC RELATIONS ORDER (QDRO) FEE .....\$400 per QDRO**

The QDRO Fee relates to the review of documentation and assistance with transfer of funds pursuant to a QDRO. Unless Sponsor pays the QDRO Fee or directs otherwise, one-half of the fee will be paid by the Participant, and one-half of the fee will be paid by the alternate payee (i.e., deducted from their accounts). The QDRO Fee will be due and payable at the time the alternate payee’s account is established under the Plan.

**FLOAT FEE**

Union Bank earns a “Float Fee” at a money market rate of return. “Float” represents earnings Union Bank receives in two situations. The first situation is when Union Bank has received contributions from Sponsor. In this case, float may be earned between the time Union Bank receives such contributions from Sponsor and the time such contributions are invested under the Plan. The second situation is when Plan Assets are transferred from the Plan’s trust/custodial account to a Union Bank general account when a distribution check is made payable to a Participant. In this case, float may be earned between the time such Plan Assets are transferred to a Union Bank general account and the time the distribution check is cleared from the bank on which it is drawn (the “Float Period”).

**FLOAT DISCLOSURE**

In signing this Agreement, Sponsor is agreeing that Union Bank will receive, as additional compensation, for services, any earnings (i.e., “float”) on Plan Assets received by Union Bank and held in a general account of Union Bank before such Plan Assets are invested or otherwise disbursed from the Plan. Uninvested funds are not segregated from other general Union Bank accounts, so attributing an exact earnings or interest factor applicable to the Plan’s uninvested funds is not possible. Earnings on the float depends on numerous factors such as current interest rates, Federal Funds rates, and the duration of the particular debt instrument.

Float on Plan Assets Awaiting Investment. If Union Bank receives contributions or loan payments by preauthorized Automated Clearing House (“ACH”) debit to Sponsor’s bank account, such contributions will generally be invested by the close of business on the business day following Union Bank’s receipt of such contributions and corresponding investment instructions.

If Union Bank receives contributions or loan payments by wire transfer or check, such contributions will generally be invested by the second business day following Union Bank’s receipt of such contributions and corresponding investment instructions.

Float earnings will accrue to Union Bank on funds received for investment from the date of deposit with Union Bank until the date the monies are disbursed (generally by wire transfer) in settlement of investment purchases.

Distributions. If Union Bank receives a distribution request in the form of a check, the Float Period begins on the date the check is written and ends on the date the check is cleared by the bank on which the check is drawn. Union Bank will generally issue checks from a general account by the close of business on the second business day following receipt of available funds and payment directions. A distribution check is typically mailed on the same day it is written.

**CONSULTING/MISCELLANEOUS SERVICES FEE**

Union Bank reserves the right to charge a special Consulting/Miscellaneous Services Fee if Sponsor requests that consulting or extraordinary services be provided. These fees can be charged for additional compliance testing, compliance testing projections, correction of failed compliance tests, assisting with Plan audits, consulting, reporting, disclosure, Plan corrections, or any other services not otherwise covered under this Agreement.

If Union Bank determines that such special consulting services or extraordinary services should be performed, Union Bank will notify Sponsor in advance as to the extent of such services and the fee for such services. This fee is due and payable by Sponsor upon completion of the special consulting services/extraordinary services. If the Consulting/Extraordinary Service Fee will be paid by the Plan, Sponsor will direct Union Bank as to how such fee will be charged to Plan Participants.

**PLAN AMENDMENT FEE .....No Charge**

Union Bank does not charge a Plan Amendment Fee for preparing an amendment to its pre-approved plan document.

**PLAN RESTATEMENT FEE..... \$1000-\$1,500**

The Plan Restatement Fee relates to the preparation of a restatement of the plan document under Union Bank’s pre-approved plan document in accordance with IRS procedures. This fee is due and payable at the time the restatement service is provided. If the Plan Restatement Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Plan Participants on a per capita basis.

**PARTICIPANT FEE DISCLOSURE FEE .....\$1-\$10 Per Disclosure**

Union Bank reserves the right to charge a Participant Fee Disclosure Fee in the event Sponsor directs Union Bank to provide participant fee disclosure materials to Participants on behalf of Sponsor and Plan Administrator. Union Bank will notify Sponsor in advance as to the extent of such disclosure-related services and the fee for such services. This fee, if applicable, is due and payable upon completion of the disclosure-related services. If the Participant Fee Disclosure Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Plan Participants on a per capita basis.

**MISCELLANEOUS DISCLOSURE FEE ..... To Be Determined**

Union Bank reserves the right to charge a Disclosure Fee in the event Sponsor directs Union Bank to provide required disclosure materials (other than a participant fee disclosure) to Participants on behalf of Sponsor and Plan Administrator. Union Bank will notify Sponsor in advance as to the extent of such disclosure-related services and the fee for such services. This fee, if applicable, is due and payable upon completion of the disclosure-related services. If the Miscellaneous Disclosure Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Plan Participants on a per capita basis.

**OTHER SERVICES**

- Website Participant access..... **No charge**
- Voice response Participant access ..... **No charge**
- Trading of mutual fund shares..... **No charge**
- Access to Union Bank Call Center representative..... **No charge**

**REIMBURSEMENT OF EXPENSES**

Union Bank reserves the right to request reimbursement of legal, accounting, actuary, and consulting fees incurred by Union Bank in providing services to the Plan. In addition, Union Bank reserves the right to request reimbursement of out-of-pocket travel expenses.

**PAYMENT OF FEES AND EXPENSES**

Except as otherwise provided for specific fees, all fees and expenses for services provided under this Agreement shall be billed quarterly in arrears and are due and payable to Union Bank within 30 days after the date of invoice; provided, however, that any such fees and expenses that are not paid by Sponsor upon termination of this Agreement shall be paid from Participant accounts to the extent permitted under the Plan and applicable law.

**SOFT DOLLAR ARRANGEMENTS**

Union Bank has entered into soft dollar relationships with third parties to obtain investment research. Soft dollar relationships are generally arrangements whereby credits are generated by account securities transactions to pay for investment research or other products and services benefitting discretionary accounts. If you would like more information on soft dollar arrangements, the research that is obtained, or whether (and to what extent) these arrangements affect the Plan, you should contact Union Bank.

City of Crete, Nebraska \_\_\_\_\_, Sponsor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: Clerk-Treasurer \_\_\_\_\_

## EXHIBIT C

### DESIGNATION OF AUTHORIZED REPRESENTATIVES

Sponsor hereby designates the following person(s) as its initial authorized representative(s) to communicate information and directions concerning this above-named Plan to Union Bank:

_____	_____
Name	Signature
_____	_____
Name	Signature
_____	_____
Name	Signature
_____	_____
Name	Signature

Union Bank may rely on any information or direction given by any one of the above-named authorized representatives. The authority of any person to direct Union Bank shall cease as of the date Sponsor provides written notice to Union Bank that such person is no longer employed or otherwise so authorized.

Sponsor can change the above Designation of Authorized Representatives at any time. To add or remove an authorized representative, Sponsor must send written notification to Union Bank.

After the original designation of authority made pursuant to this Exhibit C, Sponsor shall notify Union Bank in writing as to any changes of the authorized representatives at least annually when completing the annual employee census information for recordkeeping purposes. In addition, Sponsor can change the designation of authorized representatives at any time by providing written notice to Union Bank. To the extent Sponsor directs that an authorized representative be removed or added, the above Designation of Authorized Representatives shall be deemed to be amended to reflect such removal or addition. If Sponsor does not update such authorized representatives, Sponsor hereby authorizes and directs Union Bank to rely on any information or direction given by any person who Union Bank reasonably believes is a representative of Sponsor authorized to provide directions to Union Bank in connection with the Plan.

In addition to the above-authorized representatives, Sponsor shall provide to Union Bank, in writing and in a format acceptable to Union Bank, the names of those persons who shall be provided access to the Relius Administration Plan Sponsor Web Module (or similar program) ("Plan Sponsor Web"), and the level of such access. After the original designation of those persons authorized to access Plan Sponsor Web, Sponsor shall notify Union Bank, in writing in a format acceptable to Union Bank, when: (a) a person who is not authorized to access Plan Sponsor Web should be provided such access; (b) a person who is authorized to access Plan Sponsor Web should have his/her level of such access changed; and (c) a person who is authorized to access Plan Sponsor Web should have such access terminated. If Sponsor does not provide updated access authorization to Union Bank with respect to any person, Sponsor agrees that Union Bank shall not be responsible or liable for any acts or omissions made pursuant to such person's use of Plan Sponsor Web.

City of Crete, Nebraska (Pension Plan) \_\_\_\_\_, Sponsor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT D-1

### SPONSOR RESPONSIBLE FOR SELECTING/MONITORING DESIGNATED INVESTMENT ALTERNATIVES

#### City of Crete, Nebraska Pension Plan

If this box is checked, this Exhibit D-1 shall not apply.

Sponsor acknowledges that Union Bank has made a mutual fund investment platform (the "Investment Platform") available to Sponsor from which Sponsor has the responsibility to select the investment options ("Designated Investment Alternatives") available for investment of Participant accounts upon direction of Plan Participants.

The parties understand that Union Bank provides an "open architecture investment platform" under which Union Bank makes thousands of mutual fund investments available to the Plan. The parties acknowledge that it is not feasible to list all the mutual funds on Union Bank's Investment Platform that are available to the Plan. Accordingly, Sponsor acknowledges that the mutual funds set forth below represent a fraction of the mutual funds on the Investment Platform that Union Bank has made available to the Plan. Upon request, Union Bank will provide details to Sponsor about any and all investments on the Investment Platform.

From the Investment Platform, Sponsor, in its capacity as the Plan fiduciary responsible for selecting and monitoring the investment options made available under the Plan, has selected the Designated Investment Alternatives below that will be available to Participants.

Sponsor understands that Union Bank has agreed to provide certain recordkeeping and administration services for one or more of the Designated Investment Alternatives, as indicated below, selected by Sponsor pursuant to agreements between such Designated Investment Alternatives and Union Bank. The amount of fees, if any, currently to be paid to Union Bank by such Designated Investment Alternatives are set forth below, but is subject to change from time to time. If at any time Sponsor wants additional information in connection with such fees paid to Union Bank by such Designated Investment Alternatives, Sponsor should contact Union Bank.

Under the terms of this Agreement, Sponsor is responsible for selecting and monitoring the Designated Investment Alternatives made available to Participants under the Plan. Union Bank, however, reserves the right to change the mutual fund investment choices on the Investment Platform from time to time. If Union Bank finds it necessary to change a Designated Investment Alternative that Sponsor has selected for the Plan, Union Bank will provide Sponsor 60-days advance written (or electronic) notice of the change to be made, and the corresponding change in fees, if any, to be paid to Union Bank as a result of such change.

If Sponsor does not object in writing to a proposed investment option change within the 60-day period referenced in the preceding paragraph, Sponsor shall be deemed to have directed Union Bank to make the change as proposed, and this Exhibit D-1 shall be deemed to have been amended to reflect such change. If Sponsor objects in writing to the proposed investment option change within such 60-day period, Union Bank will propose another investment option. If Sponsor and Union Bank cannot agree on a replacement option, Union Bank, at its discretion, may terminate the Agreement.

Notwithstanding the two preceding paragraphs to the contrary, unless the parties agree otherwise, Sponsor hereby directs Union Bank to make fund changes without having to comply with such 60-day period referenced above in accordance with the following: (a) in the event that the mutual fund company that manages the target date funds made available under the Plan offers a new mutual fund with a later target date, Sponsor hereby directs Union Bank to make such later target date fund available under the Plan (for example, if the Plan makes the Vanguard target date funds available under the Plan, and Vanguard establishes the Vanguard Target Retirement 2075 Fund, Sponsor hereby directs Union Bank to make the Vanguard Target Retirement 2075 Fund available under the Plan without having to comply with such 60-day period); and (b) in the event Union Bank becomes aware of a new share class being issued in connection with a Designated Investment Alternative made available under the Plan, and such share class will provide for a lower expense ratio without altering the underlying investment strategy or investments in such Designated Investment Alternative, Sponsor hereby directs Union Bank to replace the higher expense ratio Designated Investment Alternative with the Designated Investment Alternative with the lower expense ratio.

In the event a Designated Investment Alternative is removed or added (regardless of whether Sponsor has initiated such action or whether such Designated Investment Alternative was removed or added as addressed above), this Exhibit D-1 shall be deemed to be amended to reflect such removal or addition.

Sponsor represents that it has accessed or received, or has had the opportunity to access, a prospectus or other applicable fund disclosure documents for each of the Designated Investment Alternatives selected below.

### **Schedule of Mutual Fund Services**

Union Bank will provide some or all of the following services as shall from time to time be agreed upon between Union Bank and the Designated Investment Alternatives:

#### **Account Information**

- Union Bank will maintain a record of the number of shares held on behalf of the Plan.
- Union Bank will maintain records of address and taxpayer identification number of each Participant in the Plan.

#### **Participant Services**

- Union Bank will investigate inquiries from Participants and Plan representatives relating to their interests in the Plan accounts.
- Union Bank will respond to communications from Participants and Plan representatives and others relating to the mutual fund investments of the Plan.
- Union Bank will engage in such other communications and correspondence as may from time to time be mutually agreed upon.

#### **Shareholder Communications**

- Union Bank will address and mail to Participants and/or Sponsor, reports to shareholders, dividend and distribution notices upon request.

#### **Proxy Materials**

- Union Bank will prepare shareholder lists with respect to Plan and/or Participants, as appropriate.
- Union Bank will mail and certify as to the mailing of the proxy material, as appropriate, upon request.

### **Designated Investment Alternatives Selected by Sponsor**

Sponsor hereby selects the following Designated Investment Alternatives as investment options under the Plan.

<b>Designated Investment Alternative by Sponsor</b>	<b>Designated Investment Alternative</b>	<b>Ticker Symbol</b>	<b>Total Expense Ratio</b>	<b>12b-1 Fees Paid to Union Bank</b>	<b>Sub-Transfer Agency or Similar Fees Paid to Union Bank</b>
X	Vanguard Target Retirement Income Fund	VTINX	0.08%	N/A	N/A*
X	Vanguard Target Retirement 2020 Fund	VTWNX	0.08%	N/A	N/A*
X	Vanguard Target Retirement 2025 Fund	VTTVX	0.08%	N/A	N/A*
X	Vanguard Target Retirement 2030 Fund	VTHRXX	0.08%	N/A	N/A*
X	Vanguard Target Retirement 2035 Fund	VTTHX	0.08%	N/A	N/A*
X	Vanguard Target Retirement 2040 Fund	VFORX	0.08%	N/A	N/A*
X	Vanguard Target Retirement 2045 Fund	VTIVX	0.08%	N/A	N/A*
X	Vanguard Target Retirement 2050 Fund	VFIFX	0.08%	N/A	N/A*
X	Vanguard Target Retirement 2055 Fund	VFFVX	0.08%	N/A	N/A*
X	Vanguard Target Retirement 2060 Fund	VTTTSX	0.08%	N/A	N/A*
X	Vanguard Target Retirement 2065 Fund	VLXVX	0.08%	N/A	N/A*
X	Vanguard Target Retirement 2070 Fund	VSVNX	0.08%	N/A	N/A*
	American Funds American Balanced R6	RLBGX	0.25%	N/A	N/A*

Designated Investment Alternative by Sponsor	Designated Investment Alternative	Ticker Symbol	Total Expense Ratio	12b-1 Fees Paid to Union Bank	Sub-Transfer Agency or Similar Fees Paid to Union Bank
	American Funds Bond Fund of Amer R6	RBFGX	0.20%	N/A	N/A*
X	American Funds EuroPacific Growth R6	RERGX	0.46%	N/A	N/A*
X	American Funds Growth Fund of Amer R6	RGAGX	0.30%	N/A	N/A*
X	American Funds Invmt Co of Amer R6	RICGX	0.27%	N/A	N/A*
	American Funds Washington Mutual R6	RWMGX	0.26%	N/A	N/A*
	Artisan Developing World Institutional	APHYX	1.00%	N/A	N/A*
X	DFA International Value I	DFIVX	0.29%	N/A	N/A*
	DFA Large Cap International I	DFALX	0.18%	N/A	N/A*
X	Federated Hermes Total Return Bond	FTRLX	0.38%	N/A	N/A*
	Federated Hermes US Treas Cash Res IS	UTIXX	0.20%	N/A	N/A*
X	Goldman Sachs FS Government Instl	FGTXX	0.18%	N/A	N/A*
	Goldman Sachs Satellite Strategies Instl	GXSIX	1.00%	N/A	N/A*
X	Goldman Sachs Small Cap Value R6	GSSUX	0.95%	N/A	N/A*
	Harding Loevner International Eq Instl Z	HLIZX	0.71%	N/A	N/A*
X	JPMorgan Mid Cap Growth R6	JMGMX	0.70%	N/A	N/A*
	Lazard Emerging Markets Equity R6	RLEMX	1.08%	N/A	N/A*
	Loomis Sayles Small Cap Growth Instl	LSSIX	0.92%	N/A	.15%*
X	MFS New Discovery R6	MNDKX	0.89%	N/A	N/A*
X	MFS Value R6	MEIKX	0.45%	N/A	N/A*
X	Nuance Mid Cap Value Z	NMVZX	0.78%	N/A	N/A*
X	Parnassus Mid Cap Institutional	PFPMX	0.75%	N/A	.10%*
	PGIM High Yield R6	PHYQX	0.38%	N/A	N/A*
	Reliance MetLife Series 25053 CL 0	METSO	0.62%	N/A	N/A*
	Standard Stable Asset II	XSAF2	0.10%	N/A	N/A*
	T. Rowe Price Dividend Growth I	PDGIX	0.49%	N/A	N/A*
X	T. Rowe Price Overseas Stock I	TROIX	0.66%	N/A	N/A*
X	Vanguard 500 Index Admiral	VFIAX	0.04%	N/A	N/A*
	Vanguard Balanced Index Adm	VBIAX	0.07%	N/A	N/A*
	Vanguard Emerging Mkts Stock Idx Adm	VEMAX	0.14%	N/A	N/A*
X	Vanguard Growth Index Admiral	VIGAX	0.05%	N/A	N/A*
	Vanguard LifeStrategy Cnsvr Gr Inv	VSCGX	0.12%	N/A	N/A*
	Vanguard LifeStrategy Growth Inv	VASGX	0.14%	N/A	N/A*
	Vanguard LifeStrategy Income Inv	VASIX	0.11%	N/A	N/A*
	Vanguard LifeStrategy Moderate Gr Inv	VSMGX	0.13%	N/A	N/A*
X	Vanguard Mid Cap Index Admiral	VIMAX	0.05%	N/A	N/A*
	Vanguard Mid-Cap Growth Index Admiral	VMGMX	0.07%	N/A	N/A*
	Vanguard Mid-Cap Value Index Admiral	VMVAX	0.07%	N/A	N/A*
	Vanguard Real Estate Index Admiral	VGSLX	0.12%	N/A	N/A*
X	Vanguard Short-Term Federal Adm	VSGDX	0.10%	N/A	N/A*
X	Vanguard Short-Term Investment-Grade Adm	VFSUX	0.10%	N/A	N/A*
X	Vanguard Shrt-Term Infl-Prot Sec Idx Adm	VTAPX	0.06%	N/A	N/A*
	Vanguard Small Cap Growth Index Admiral	VSGAX	0.07%	N/A	N/A*
X	Vanguard Small Cap Index Adm	VSMAX	0.05%	N/A	N/A*
	Vanguard Small Cap Value Index Admiral	VSIAX	0.07%	N/A	N/A*
X	Vanguard Strategic Small-Cap Equity Inv	VSTCX	0.26%	N/A	N/A*
X	Vanguard Total Bond Market Index Adm	VBTLX	0.05%	N/A	N/A*
X	Vanguard Total Intl Stock Index Admiral	VTIAX	0.11%	N/A	N/A*

Designated Investment Alternative by Sponsor	Designated Investment Alternative	Ticker Symbol	Total Expense Ratio	12b-1 Fees Paid to Union Bank	Sub-Transfer Agency or Similar Fees Paid to Union Bank
	Vanguard US Growth Admiral™	VWUAX	0.28%	N/A	N/A*
X	Vanguard Value Index Adm	VVIAX	0.05%	N/A	N/A*

***\*Part of the Total Expense Ratio***

In the event Sponsor has selected the Reliance MetLife Stable Value Series 25157, 25053 or similar stable value fund, as a Designated Investment Alternative, Sponsor directs that the Plan's forfeiture account be invested in the Federated U.S. Treasury Cash Reserves Institutional Shares (UTIXX) or similar fund.

Although Union Bank has provided the above information in good faith, and Union Bank believes the above information is accurate, the parties agree it is Sponsor's responsibility to: (a) ensure the information is accurate; and (b) notify Union Bank of any errors and omissions in connection with the above-referenced investments.

If a Participant fails to provide valid investment instructions, Sponsor and Plan Administrator hereby direct Union Bank to invest such Participant's Plan accounts in the age-appropriate target date fund, taking into account such Participant's age at the time of investment and the date he/she will attain age 65 (or in another default investment alternative as directed by Sponsor).

Sponsor acknowledges that Union Bank, in making the Investment Platform available to the Plan, is not providing impartial investment advice or giving advice in a fiduciary capacity. Sponsor may, at any time as part of its fiduciary duty to select and monitor the Designated Investment Alternatives available under the Plan, request Union Bank to identify those investment alternatives from its Investment Platform that meet objective criteria specified by Sponsor.

Sponsor hereby acknowledges that: (1) it has selected the above-listed Designated Investment Alternatives to be offered under the Plan; (2) it has the obligation to select and monitor the Designated Investment Alternatives offered under the Plan (and that even if Union Bank is determined by a court or regulatory agency to be the fiduciary responsible for selecting the Plan's initial Designated Investment Alternatives, Sponsor, nonetheless, is the fiduciary responsible for monitoring such Designated Investment Alternatives on an ongoing basis); (3) Union Bank is not acting in a fiduciary capacity (within the meaning of any applicable law) by making the Investment Platform available to Sponsor; (4) the above-selected Designated Investment Alternatives are not insured by the Federal Deposit Insurance Corporation, and are not deposits or obligations of Union Bank, and are subject to principal risks, including the possible loss of principal; (5) it has received sufficient information, reasonably in advance of executing this Agreement, for Sponsor to evaluate the appropriateness of making such Designated Investment Alternatives available under the Plan to include the expenses that will be incurred for each such Designated Investment Alternative; (6) it has received all relevant information with respect to the above-selected Designated Investment Alternatives necessary or appropriate to satisfy its inquiry in selecting and monitoring the Plan's Designated Investment Alternatives; (7) it has received sufficient information to understand the amount of compensation, if any, to be paid to Union Bank by each such Designated Investment Alternative set forth above; and (8) Exhibits B and D-1 of this Agreement accurately reflect the entire fee arrangement between Sponsor and Union Bank.

City of Crete, Nebraska, Sponsor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: Clerk-Treasurer

## EXHIBIT D-2

### UNION BANK ACTS AS INVESTMENT MANAGEMENT FIDUCIARY

#### City of Crete, Nebraska Pension Plan

**If this box is checked, this Exhibit D-2 shall not apply.**

Pursuant to Section 1.6.2, Union Bank is responsible for selecting and monitoring the Designated Investment Alternatives made available to Participants under the Plan. Union Bank will notify Sponsor (in writing or electronic form) reasonably in advance of any changes with respect to the Designated Investment Alternatives made available under the Plan. When Union Bank makes a change to the Plan's Designated Investment Alternatives, this Exhibit D-2 shall be deemed to be amended to incorporate such change.

Union Bank has selected the Designated Investment Alternatives set forth below, as of the effective date of this Agreement, to be made available under the portion of the Plan that is a Participant-Directed Plan.

<u>Designated Investment Alternative</u>	<u>Ticker Symbol</u>	<u>Total Expense Ratio</u>	<u>12b-1 Fees Paid to Union Bank</u>	<u>Sub-Transfer Agency or Similar Fees Paid to Union Bank</u>

The DIAs set forth below have been selected by Sponsor and not Union Bank and, therefore, are subject to Section 1.6.1 of this Agreement but not subject to Section 1.6.2.

<u>Mutual Fund</u>	<u>Ticker Symbol</u>	<u>Total Expense Ratio</u>	<u>12b-1 Fees Paid to Union Bank</u>	<u>Sub-Transfer Agency or Similar Fees Paid to Union Bank</u>

In the event Union Bank has selected the Reliance MetLife Stable Value Series 25157, 25053, or similar stable value fund, as a Designated Investment Alternative, Sponsor directs that the Plan's forfeiture account be invested in the Federated U.S. Treasury Cash Reserves Institutional Shares (UTIXX) or similar fund.

If a Participant fails to provide valid investment instructions, Sponsor and Plan Administrator hereby direct Union Bank to invest such Participant's Plan accounts in the age-appropriate target date fund, taking into account such Participant's age at the time of investment and the date he/she will attain age 65 (or in another default investment alternative as directed by Sponsor).

Sponsor hereby acknowledges that the above-selected Designated Investment Alternatives are not insured by the Federal Deposit Insurance Corporation, and are not deposits or obligations of Union Bank, and are subject to principal risks, including the possible loss of principal.

City of Crete, Nebraska \_\_\_\_\_, Sponsor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

NOT NEEDED

**EXHIBIT D-3****UNION BANK ACTS AS INVESTMENT ADVICE FIDUCIARY****City of Crete, Nebraska Pension Plan**

**If this box is checked, this Exhibit D-3 shall not apply.**

Pursuant to Section 1.6.3, Union Bank has recommended the Designated Investment Alternatives set forth below, as of the effective date of this Agreement, be made available under the portion of the Plan that is a Participant-Directed Plan. Sponsor retains the sole responsibility and authority for adding or removing Designated Investment Alternatives from the Plan.

Under the terms of this Agreement, Sponsor is responsible for selecting and monitoring the Designated Investment Alternatives made available to Participants under the Plan. If Union Bank recommends that a Designated Investment Alternative be added or removed, Union Bank will provide Sponsor 60-days advance written (or electronic) notice of the change to be made.

If Sponsor does not object in writing to a proposed investment option change within the 60-day period referenced in the preceding paragraph, Sponsor shall be deemed to have directed Union Bank to make the change as recommended, and this Exhibit D-3 shall be deemed to have been amended to reflect such change. If Sponsor objects in writing to the recommended investment option change within such 60-day period, Union Bank will recommend another investment option. If Sponsor and Union Bank cannot agree on a replacement option, Union Bank, at its discretion, may terminate the Agreement.

Notwithstanding the two preceding paragraphs to the contrary, unless the parties agree otherwise, Sponsor hereby directs Union Bank to make fund changes without having to comply with such 60-day period referenced above in accordance with the following: (a) in the event that the mutual fund company that manages the target date funds made available under the Plan offers a new mutual fund with a later target date, Sponsor hereby directs Union Bank to make such later target date fund available under the Plan (for example, if the Plan makes the Vanguard target date funds available under the Plan, and Vanguard establishes the Vanguard Target Retirement 2075 Fund, Sponsor hereby directs Union Bank to make the Vanguard Target Retirement 2075 Fund available under the Plan without having to comply with such 60-day period ); and (b) in the event Union Bank becomes aware of a new share class being issued in connection with a Designated Investment Alternative made available under the Plan, and such share class will provide for a lower expense ratio without altering the underlying investment strategy or investments in such Designated Investment Alternative, Sponsor hereby directs Union Bank to replace the higher expense ratio Designated Investment Alternative with the Designated Investment Alternative with the lower expense ratio share class.

In the event a Designated Investment Alternative is removed or added (regardless of whether Sponsor has initiated such action or whether such Designated Investment Alternative was removed or added as addressed above), this Exhibit D-3 shall be deemed to be amended to reflect such removal or addition.

**Designated Investment Alternatives Selected by Sponsor**

Sponsor hereby selects the following Designated Investment Alternatives as investment options under the Plan.

<i><u>Mutual Fund</u></i>	<i><u>Ticker Symbol</u></i>	<i><u>Total Expense Ratio</u></i>	<i><u>12b-1 Fees Paid to Union Bank</u></i>	<i><u>Sub-Transfer Agency or Similar Fees Paid to Union Bank</u></i>

In the event Sponsor has selected the Reliance MetLife Stable Value Series 25157, 25053, or similar stable value fund, as a Designated Investment Alternative, Sponsor directs that the Plan's forfeiture account be invested in the Federated U.S. Treasury Cash Reserves Institutional Shares (UTIXX) or similar fund.

Although Union Bank has provided the above information in good faith, and Union Bank believes the above information is accurate, the parties agree it is Sponsor's responsibility to: (a) ensure the information is accurate; and (b) notify Union Bank of any errors and omissions in connection with the above-referenced investments.

If a Participant fails to provide valid investment instructions, Sponsor and Plan Administrator hereby direct Union Bank to invest such Participant's Plan accounts in the age-appropriate target date fund, taking into account such Participant's age at the time of investment and the date he/she will attain age 65 (or in another default investment alternative as directed by Sponsor).

Sponsor may, at any time as part of its fiduciary duty to select and monitor the Designated Investment Alternatives available under the Plan, request Union Bank to identify those investment alternatives from its Investment Platform (as defined in Exhibit D-1) that meet objective criteria specified by Sponsor.

Sponsor hereby acknowledges that: (1) it has selected the above-listed Designated Investment Alternatives to be offered under the Plan; (2) it has the obligation to select and monitor the Designated Investment Alternatives offered under the Plan (and that even if Union Bank is determined by a court or regulatory agency to be the fiduciary responsible for selecting the Plan's initial Designated Investment Alternatives, Sponsor, nonetheless, is the fiduciary responsible for monitoring such Designated Investment Alternatives on an ongoing basis); (3) the above-selected Designated Investment Alternatives are not insured by the Federal Deposit Insurance Corporation, and are not deposits or obligations of Union Bank, and are subject to principal risks, including the possible loss of principal; (4) it has received sufficient information, reasonably in advance of executing this Agreement, for Sponsor to evaluate the appropriateness of making such Designated Investment Alternatives available under the Plan to include the expenses that will be incurred for each such Designated Investment Alternative; and (5) it has received all relevant information with respect to the above-selected Designated Investment Alternatives necessary or appropriate to satisfy its inquiry in selecting and monitoring the Plan's Designated Investment Alternatives.

**If this box is checked, the following charge shall NOT apply.**

The Designated Investment Alternatives set forth below have been selected by Sponsor but were not recommended by Union Bank and, therefore, are subject to Exhibit D-1 and not this Exhibit D-3.

<u>Mutual Fund</u>	<u>Ticker Symbol</u>	<u>Total Expense Ratio</u>	<u>12b-1 Fees Paid to Union Bank</u>	<u>Sub-Transfer Agency or Similar Fees Paid to Union Bank</u>

City of Crete, Nebraska, Sponsor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**NOT NEEDED**

**EXHIBIT E**

<b>FACTS</b>	What Does Union Bank & Trust Company Do With Your Personal Information?
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Transaction history and payment history</li> <li>• Investment experience and retirement assets</li> </ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Union Bank & Trust Co. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Union Bank & Trust share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

<b>To limit our sharing</b>	<p><b>Visit us online:</b> <a href="http://www.ubt.com/privacy">www.ubt.com/privacy</a></p> <p><b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
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<b>Questions?</b>	<p><b>Call</b> 1-800-297-2837      <b>or visit us online:</b>      <a href="http://www.ubt.com/privacy">www.ubt.com/privacy</a></p>
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What We Do	
<b>How does Union Bank &amp; Trust Co. protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We have an Information Security Program and a Code of Ethics. All employees are expected to abide by programs and policies established in an effort to protect customer information.
<b>How does Union Bank &amp; Trust Co. collect my personal information?</b>	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>• Open an account or apply for a loan</li> <li>• Provide account information or provide employment information</li> <li>• Tell us about your investment or retirement portfolio</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only: <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes— information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.

Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates include companies with the "Union" name; financial companies such as student loan and brokerage services; nonfinancial companies, such as technology and recordkeeping services.</i>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <i>Union Bank &amp; Trust Co. does not share with nonaffiliates so they can market to you.</i>
<b>Joint Marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <i>Our joint marketing partners include insurance companies.</i>

June 15, 2023

Mr. Jerry Wilcox  
City of Crete, Nebraska  
243 E 13th Street  
Crete, NE 68333

Re: Revised Defined Contribution Plan Services Agreement  
*City of Crete, Nebraska Police Officers Pension Plan*

Dear Jerry:

Please find attached a revised Defined Contribution Plan Services Agreement (the “Agreement”) in connection with the services Union Bank & Trust Company (“Union Bank”) provides to the above-referenced Plan.

The remainder of this letter discusses the revised Agreement and the action that must be taken.

### **Revised Agreement**

The revised Agreement, which is effective July 1, 2023, is not intended to alter the substantive relationship with respect to Union Bank’s services to the Plan. However, Union Bank wants to make you aware of the following changes made to the Agreement:

- Section 1.6 – and Exhibits D-1, D-2, and D-3. These changes reflect Union Bank’s services in selecting and monitoring the mutual funds offered under the Plan.
- Section 2.2. This section addresses how operational failures will be handled under the IRS Employee Plans Compliance Resolution System.
- Section 8.3. This section addresses how litigation proceeds involving Plan assets in connection with class action settlements, if applicable, will be allocated under the Plan.
- Section 8.17. This section revises cybersecurity provisions in connection with the Plan.
- Exhibit B. The revised exhibit incorporates the Plan’s current fee schedule.
- Exhibits D-1 and D-3. These exhibits, to the extent applicable, address procedures for adding a mutual fund when there has been a share class change – providing a lower expense ratio – for a fund already offered under the Plan, as well as adding target date funds when they become available.



## Action Required

You should review the revised Agreement, and take the following action:

1. Complete Exhibit C, Designation of Authorized Representatives. This designates the representatives authorized to communicate information and direction to Union Bank with respect to the Plan. **(After clicking on the link below in the yellow box, complete as necessary, then be sure to return to this document to sign the rest of the Services Agreement.)**

**CLICK HERE FIRST TO FILL OUT EXHIBIT C THEN INITIAL**

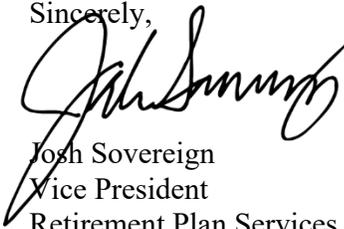
2. An authorized representative should sign and date the execution page of the Agreement, and Exhibits A through D-3, as applicable.

Union Bank will counter-execute the revised Agreement and make it available on the Plan Sponsor Website.

\*\*\*\*

Should you have any questions with respect to the revised Agreement, please do not hesitate to contact me.

Sincerely,



Josh Sovereign  
Vice President  
Retirement Plan Services  
(402) 323-1691  
josh.sovereign@ubt.com

JS\slh



Enclosure

## **DEFINED CONTRIBUTION PLAN SERVICES AGREEMENT**

### **Governmental Qualified Plan**

**THIS AGREEMENT** is made and entered into by and between Union Bank and Trust Company (“Union Bank”), and **City of Crete, Nebraska** (the “Sponsor”), the sponsor and Plan Administrator of the **City of Crete, Nebraska Police Officers Pension Plan** (the “Plan”).

#### ***WITNESSETH***

**WHEREAS**, Sponsor has established the Plan or the benefit of certain eligible employees of Sponsor and, if applicable, certain eligible employees of other employers that have adopted the Plan;

**WHEREAS**, Sponsor is the Administrator (“Plan Administrator”) of the Plan and, as Plan Administrator, Sponsor has the authority, power and duty to administer the Plan according to its terms;

**WHEREAS**, Union Bank provides certain services with regard to employee retirement plans;

**WHEREAS**, Sponsor has the authority and desires to retain Union Bank to provide certain services for the Plan; and

**WHEREAS**, Union Bank is willing to provide such services;

**NOW, THEREFORE**, in consideration of the mutual promises and duties set forth in this Agreement, the parties hereto, intending to be legally bound, do agree as follows:

This Agreement sets forth the terms and conditions for Union Bank's services with respect to the Plan. The terms and conditions of this Agreement shall be deemed incorporated into and part of the specific service agreement of each and every Exhibit without express reference therein. It is agreed that Union Bank's authority and services as an agent or fiduciary of the Plan shall extend only to the performance of the specific services and functions set forth and described in this Agreement and any Exhibit hereto. Any performance of additional services to the Plan in connection with this Agreement shall not be treated as altering the Agreement or Union Bank's duties hereunder and shall not create additional obligations of Union Bank under any circumstances. It is further agreed that the responsibility for any Plan-related services and duties not identified in this Agreement or the Exhibits hereto are retained by and remain the sole responsibility of the Sponsor and/or Plan Administrator.

The parties further agree that except as may be specifically provided in Section 1 of this Agreement, this Agreement, including any Exhibit hereto, shall not require Union Bank to: (i) act as a fiduciary to the Plan; (ii) provide investment advice for a fee; (iii) exercise any discretionary authority or control with respect to the management of the Plan or Plan Assets (as that term is defined in Section 1.4); or (iv) exercise or have any discretionary authority or responsibility in the administration of the Plan. Union Bank does not, and shall not, provide tax or legal advice and the Plan Sponsor must obtain its own legal and tax counsel for the Plan and its design, operation and administration.

#### **1. TRUSTEE AND INVESTMENT-RELATED SERVICES**

1.1 **Safekeeping of Assets.** Unless otherwise agreed upon by the parties, Union Bank shall safekeep all Plan Assets, execute, buy, sell and reinvestment transactions, collect and report dividend and interest payments, and act in accordance with the trust or custodial agreement maintained in connection with the Plan. The term “Trust” as used herein shall mean the funding medium established in connection with the Plan, and the term “Trust Agreement” as used herein shall mean the trust or custodial agreement maintained in connection with the Plan. To the extent this Agreement conflicts with any term of the Trust Agreement, the terms of the Trust Agreement shall control.

1.2 **Reporting.** Union Bank shall prepare periodic asset statements, describing all asset positions of the Trust as of the period ending date (“Reporting Period”) and listing all transactions that have occurred during such Reporting Period. In the case of any Plan Asset not publicly traded, Sponsor (or other responsible fiduciary) shall provide to Union Bank the value of such Plan Asset, and Union Bank shall rely upon such value and shall have no responsibility to determine or confirm the accuracy of such value to the extent consistent with applicable law.

1.3 Contributions Processing. Within an administratively feasible period of time after Sponsor forwards contributions to the Trust, Union Bank shall invest such contributions (and earnings thereon) in accordance with proper investment directions.

1.4 Fiduciary Status of Union Bank Acting as Trustee. To the extent Union Bank is acting as Trustee with respect to any assets held in Trust in connection with the Plan ("Plan Assets"), Union Bank shall be a fiduciary of the Plan and shall have fiduciary responsibility for the duties assigned to it as Trustee in accordance with applicable law.

1.5 Investment Authority. Unless Union Bank agrees to the contrary in a separate writing, Union Bank shall have no investment management authority with respect to any Plan Assets and shall not render investment advice to any person in connection with the selection of investment options for the Plan Assets.

1.6 Selection of Plan Investments. This Section 1.6 shall apply only if under the terms of the Plan, participants, beneficiaries, and any other persons ("Participants") are entitled to direct the investment of all or a portion of their Plan benefits (a "Participant-Directed Plan").

Check one or more of the following Sections 1.6.1, 1.6.2, or 1.6.3:

1.6.1 Sponsor Responsible for Selecting/Monitoring Designated Investment Alternatives. Sponsor agrees that to the extent the Plan is a Participant-Directed Plan, then Sponsor (or other person designated in writing by Sponsor) shall be responsible for selecting and monitoring the designated investment alternatives ("DIA") made available to Participants under the portion of the Plan that is a Participant-Directed Plan. DIAs selected by the Sponsor (or other authorized person) shall be permissible investments as described in Section 1.8. Sponsor acknowledges that Union Bank may from time to time recommend that Sponsor review the appropriateness of one or more such DIAs and that upon Sponsor's request, Union Bank will provide information to Sponsor in connection with such DIAs, including performance data, benchmark information, and fee and expense information; provided, however, if Union Bank makes any such recommendations, Sponsor acknowledges that said recommendations will be based on the appropriateness of such investment options for retirement plans in general, and shall not be interpreted as being made specifically for the Plan. Changes in the Plan's DIAs shall be made in accordance with Exhibit D-1 of this Agreement or in accordance with procedures adopted by Union Bank and Sponsor. Compliance with the procedures set forth in Exhibit D-1 shall be deemed to satisfy any Plan provisions relating to Sponsor's obligation to select and monitor the DIAs available under the Plan. Notwithstanding any provision in this paragraph to the contrary, Exhibit D-1 shall not apply if Sponsor has designated a person, other than Union Bank, as being responsible for selecting and monitoring the DIAs made available to Participants under the portion of the Plan that is a Participant-Directed Plan.

1.6.2 Union Bank Responsible for Selecting/Monitoring Designated Investment Alternatives. Sponsor hereby appoints Union Bank to act as investment manager for the limited purpose of selecting and monitoring the Plan's DIAs, and Union Bank hereby accepts such appointment, and acknowledges it is acting as a Plan fiduciary in connection with providing services under this Section 1.6.2. Union Bank shall be responsible for selecting and monitoring the DIAs made available to Participants under the portion of the Plan that is a Participant-Directed Plan.

The DIAs initially made available as of the effective date of this Agreement are set forth in Exhibit D-2. Union Bank shall notify Sponsor (in writing or electronic form) reasonably in advance of any changes with respect to the DIAs. When Union Bank makes a change to the Plan's DIAs, Exhibit D-2 shall be deemed to be amended to incorporate such change.

Union Bank and Sponsor shall meet at least once during each calendar year (or more or less frequently as agreed upon by Union Bank and the Sponsor) to review the actions taken by Union Bank pursuant to its duty to select and monitor the Plan's DIAs.

Union Bank shall not be responsible for selecting, monitoring, or making any recommendations to retain or remove, any employer stock funds or self-directed brokerage account investments, or any other investments under the Plan that are not DIAs

Unless contrary to applicable law, the standard of care imposed on Union Bank in performing the services pursuant to this Section 1.6.2 is to act with the care, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the

conduct of an enterprise of like character and with like aims; provided, however, that nothing in this Agreement shall be deemed to limit any responsibility Union Bank may have in connection with providing the services hereunder to the extent such limitation would be inconsistent with applicable laws.

In assuming responsibility for selecting and monitoring the Plan's DIAs pursuant to this Section 1.6.2, Union Bank represents and agrees that is: (a) a fiduciary within the meaning of applicable law; and (b) is a bank within the meaning of the Investment Advisers Act of 1940.

- 1.6.3 Union Bank Provides Plan-Level Investment Advice and Sponsor Remains Responsible for Selecting/Monitoring Designated Investment Alternatives. Sponsor hereby appoints Union Bank to act as investment adviser, and Union Bank hereby accepts such appointment, and acknowledges it is acting as a Plan fiduciary in connection with providing services under this Section 1.6.3. In this capacity, Union Bank shall provide investment advice (which may be in writing or electronic form) in connection with selecting and monitoring the Plan's DIAs to be made available to Participants under the portion of the Plan that is a Participant-Directed Plan. In providing investment advice under this Section 1.6.3, Union Bank shall make recommendations to Sponsor as to the DIAs to be offered under the Plan (including subsequent recommendations with respect to adding or removing DIAs); provided, however, Sponsor (or other person designated in writing by Sponsor) shall have the authority to accept or reject such recommendations, and in all events, shall retain sole responsibility for selecting and monitoring the Plan's DIAs. The DIAs initially recommended by Union Bank are set forth in Exhibit D-3. When Union Bank recommends the addition or the removal of a DIA, Exhibit D-3 shall be deemed to be amended to incorporate such addition and/or removal recommendation unless Sponsor (or other person designated in writing by Sponsor) rejects such addition and/or removal recommendation. Changes in the Plan's DIAs shall be made in accordance with Exhibit D-3 of this Agreement. Compliance with the procedures set forth in Exhibit D-3 shall be deemed to satisfy any Plan provisions relating to Sponsor's obligation to select and monitor the DIAs available under the Plan.

Union Bank and Sponsor shall meet at least once during each calendar year (or more or less frequently as agreed upon by Union Bank and the Sponsor) to review the recommendations made by Union Bank pursuant to its duties under this Section 1.6.3.

Unless contrary to applicable law, the standard of care imposed on Union Bank in performing the services under this Section 1.6.3 is to act with the care, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; provided, however, that nothing in this Agreement shall be deemed to limit any responsibility Union Bank may have in connection with providing the services under this Section 1.6.3 to the extent such limitation would be inconsistent with applicable laws.

Union Bank shall not be responsible for selecting, monitoring, or making any recommendations to retain or remove, any employer stock funds or self-directed brokerage account investments, or any other investments under the Plan that are not DIAs.

In assuming responsibility for recommending the Plan's DIAs pursuant to this Section 1.6.3, Union Bank represents and agrees that is: (a) a fiduciary within the meaning of applicable law; and (b) is a bank within the meaning of the Investment Advisers Act of 1940.

In the event Sponsor permits Participants to establish self-directed brokerage accounts ("SDBA") under the Plan, Sponsor: (a) agrees that the investments in a Participant's SDBA shall be limited to publicly-traded securities, mutual funds, money market investments, other similar publicly-traded investments that are obtainable by Union Bank and which Union Bank is capable of holding in the ordinary course of business, which trade on a recognized exchange or over-the-counter market, and have a readily ascertainable fair market value on a daily basis, or any other investment allowed by the Plan subject to Union Bank's consent; (b) directs Union Bank to prepare and execute any documents necessary or appropriate to establish an SDBA for the benefit of a Participant; and (c) and specifically holds Union Bank harmless and indemnifies Union Bank for any action taken or not taken by the Participant or his/her designee (or any service provider with whom Participant's SDBA is established) in the case that such Participant's SDBA is established with a third-party other than Union Bank.

1.7 Investment Policy Statement. To the extent Union Bank is a discretionary trustee of the Plan (or Union Bank has agreed to act as a fiduciary under Section 1.6.2 or 1.6.3 and the Plan is a Participant-Directed Plan), Union Bank will be responsible for creating and maintaining an investment policy statement for the Plan if required by applicable law. To the extent the Plan is a Participant-Directed Plan, and Sponsor is responsible for selecting and monitoring the Plan's DIAs, Union Bank may provide a draft investment policy statement for Sponsor's review and approval; provided, however, it shall be the sole responsibility of Sponsor: (a) to determine whether to adopt such investment policy statement; and (b) if adopted, to comply with such investment policy statement.

1.8 Permitted Investments. Unless Union Bank agrees otherwise, Plan Assets in a Participant-Directed Plan shall be limited to publicly-traded securities, mutual funds, money market investments, and other similar publicly-traded investments that are traded on a recognized exchange or over-the-counter market and have a readily ascertainable fair market value on a daily basis ("Publicly-Traded Plan Assets"); provided, however, if Union Bank agrees to act as trustee or custodian of any Plan Assets that are not Publicly-Traded Plan Assets, then Sponsor (or its designee) shall be responsible, at its expense, for obtaining the fair market value of such Plan Assets and providing such valuation to Union Bank.

1.9 Prohibited Investments. Unless Union Bank agrees otherwise, the following investments will not be permitted in a Participant-Directed Plan: (a) any investment that, in Union Bank's sole discretion, would constitute or may result in a non-exempt prohibited transaction under applicable law; (b) derivatives, options, commodities, swaps, or similar investments; (c) collectibles (as defined in Internal Revenue Code (the "Code") Section 408(m)(2)); (d) non-publicly traded securities; (e) any investment prohibited by applicable law; (f) any investment that could cause the Plan or Trust to be subject to income taxes; (g) assets that are not capable of valuation; or (h) any investment prohibited under the terms of the Plan.

1.10 Investment Management or Advice Services to Plan Participants. Sponsor may make investment management and/or investment advice services available to Plan Participants in a Participant-Directed Plan. In the event such services are made available to Plan Participants, any Plan Participant who wants to receive such services shall enter into a separate agreement for the provision of such services, and that Sponsor further acknowledges it has reviewed and approved such Participant agreements.

## **2. OTHER SERVICES TO BE PERFORMED BY UNION BANK**

2.1 Union Bank's Responsibilities. Union Bank, as directed by Sponsor, shall perform the recordkeeping, compliance, education, reporting and disclosure, and additional administrative services as set forth in Exhibit A. Exhibit A shall control and govern all recordkeeping, compliance, education, reporting and disclosure, and additional administrative services to be performed by Union Bank as an agent for the Plan Administrator. Any other services and all legal and accounting and regulatory matters for the Plan are the responsibility of Sponsor. Sponsor acknowledges that Union Bank is engaged to perform such services under this Section 2 as an independent contractor and that all such services shall be ministerial in nature and that Union Bank shall have no discretionary authority to administer or interpret the provisions of the Plan and any such service performed by Union Bank pursuant to this Section 2 shall be deemed to be made at Sponsor's direction. Union Bank shall not be deemed a fiduciary of the Plan by reason of the services it provides pursuant to this Section 2.

2.2 EPCRS. In the event of an "Operational Failure" under the Plan as defined in the IRS Employee Plans Compliance Resolution System ("EPCRS"), or any successor thereto, Union Bank shall assist Sponsor and the Plan Administrator to resolve such Operational Failure, at the Sponsor's cost and expense, under the IRS Self-Correction Program ("SCP"), as defined in EPCRS, unless Sponsor determines such Operational Failure cannot be resolved under SCP and notifies Union Bank in writing of such determination. In the event earnings need to be calculated in accordance with a corrective contribution under SCP, the Sponsor directs Union Bank to take the following action: (a) If earnings need to be calculated for a pooled account, the Sponsor directs Union Bank to use the earnings rate for the period of failure based on the investment results that would have applied had the failure not occurred; (b) If earnings need to be calculated in a Participant-Directed Plan, where the Participant has made investment elections, the Sponsor directs Union Bank to use the rate of return for the period of failure based on the Participant's actual investment elections during such period (alternatively, the Sponsor may direct Union Bank to calculate earnings based on the rate of return with the highest rate of return for the period of failure if permitted under EPCRS); (c) If earnings need to be calculated in a Participant-Directed Plan (that is not an automatic enrollment plan), where the Participant has not made any investment elections for the period of failure, the Sponsor directs Union Bank to use the Plan's weighted earnings rate for such period; (d) If earnings need to be calculated in an automatic enrollment plan, where the Participant has not made any investment elections for the period of failure, the Sponsor directs Union Bank to use the earnings rate for the applicable default investment fund for such period. Any correction made under this Section 2.2 shall be deemed to have been made at the Sponsor's direction.

2.3 Agent of Sponsor. In performing the services set forth in this Section 2, Union Bank shall act as an agent of Sponsor. Sponsor acknowledges that Union Bank is not by reason of this Section 2, providing the services of any attorneys, actuaries, accountants, investment advisors or analysts for Sponsor or the Plan, nor does Union Bank provide legal advice or tax advice by reason of its services under this Agreement.

2.4 Additional Duties. Sponsor and Union Bank may agree from time to time in writing to additional services to be performed by Union Bank in connection with the Plan.

### 3. SPONSOR'S RESPONSIBILITIES

3.1 Provision of Necessary Information by Sponsor. Sponsor shall provide Union Bank with complete and accurate records of the Plan Participants as of the effective date of this Agreement and throughout the term of this Agreement that are necessary or appropriate for Union Bank to perform its services under this Agreement. Sponsor shall further provide Union Bank with records relating to any change that affects the recordkeeping and administration for the Plan. Sponsor shall provide to Union Bank all materials, documents and information, including the current documents comprising the Plan, as may be necessary or appropriate to service the Plan or to satisfy the requirements of governing law unless otherwise provided in this Agreement. All information provided to Union Bank by Sponsor or its designee shall be true and accurate, and in a usable format, and Union Bank shall be entitled to rely on the accuracy and completeness of such information and shall have no duty to verify, inquire further or investigate the accuracy of such information or any other information required by Union Bank to carry out the services provided for under this Agreement. Sponsor acknowledges that timely receipt of necessary records and information is a condition to the performance of Union Bank's duties and services under this Agreement. Union Bank shall not be liable for any delay, loss or failure in the performance of its duties resulting from any inaccurate or untimely information furnished to Union Bank by Sponsor or any other party. Sponsor, at its own expense, hereby authorizes Union Bank to take any action necessary or appropriate to correct any errors directly or indirectly resulting from Union Bank's reliance on any inaccurate information furnished to Union Bank by Sponsor or any other party.

3.2 Ongoing Information to be Provided by Sponsor. Sponsor will provide or verify to Union Bank a listing for each plan year showing Participants and the contributions made to the Plan on behalf of each Participant for each plan year, the hire, rehire, and termination of employment dates for all of Sponsor's employees for each plan year, the number of hours of service for all of Sponsor's employees for each plan year and applicable eligibility computation and vesting computation periods, and any other information necessary or appropriate for Union Bank to perform its services under this Agreement. Unless applicable law provides otherwise, Sponsor is solely responsible for collecting, remitting and administering all contributions to the Plan (and loan payments, when applicable) and the timely deposit of such contributions to the Plan and Trust. The Sponsor shall comply with any Plan provision, applicable law or regulation that requires the timely remittance to the Plan's Trust of the employee contribution amounts (and loan payments) withheld from wages when segregated from the employer's general assets.

3.3 Responsibility for Plan Design, Funding and Operations. Sponsor shall have the sole responsibility for designing, funding, and operating the Plan in compliance with all applicable laws and regulations, and unless otherwise provided herein, Sponsor shall have sole responsibility for selecting service providers for the Plan and monitoring the performance of such service providers. Sponsor's responsibilities under this Section 3.3 shall include providing to Union Bank all administrative forms or documents necessary or appropriate to administer the Plan; provided, however, to the extent Union Bank has provided any such administrative forms or documents for use by the Plan, Sponsor has had a chance to review such forms and documents, and hereby approves their use unless Sponsor has provided written notice to the contrary.

3.4 Individually-Designed Plan. If the Plan is an individually-designed plan, Sponsor shall be responsible for providing to Union Bank a Plan document, as well as all the administrative forms and documents necessary to administer the Plan (including, but not limited to, QDRO procedures and distribution-related forms). Notwithstanding anything to the contrary, Sponsor shall be responsible for ensuring the Plan document complies with the form requirements of the Code at all times, and Sponsor shall be further responsible for obtaining a determination letter for the Plan.

3.5 Reporting and Disclosure Requirements. Sponsor shall be solely responsible for communicating and disclosing to Plan Participants any and all information regarding the Plan as required under applicable law. Except as otherwise provided herein, Sponsor shall be responsible for complying with all legal requirements applicable to the Plan and shall be solely responsible for satisfying any and all other reporting, notice, disclosure, and filing requirements imposed under applicable federal or state law, and all withholding, deposit and reporting requirements of federal, state and local tax laws applicable to the payment of Plan benefits except as otherwise provided in this Agreement.

3.6 Tax Qualification of Plan and Compliance with Laws. Sponsor shall be solely responsible for ensuring the Plan meets the requirements of Section 401(a) of the Code, and any other applicable sections of the Code. Sponsor shall be solely responsible and liable for any and all claims, taxes, and penalties resulting from the failure of Sponsor to administer the Plan in accordance with applicable laws and regulations. Sponsor agrees during and after the term of this Agreement to hold Union Bank harmless from, and indemnify Union Bank against any and all claims, losses, taxes, penalties and expenses, including attorneys' fees that may be incurred by, imposed upon or asserted against Union Bank and arising out of Sponsor's fiduciary and administrative duties with respect to the Plan except to the extent due to the grossly negligent acts or omissions of Union Bank in fulfilling its duties under this Agreement.

3.7 Delays Caused by Sponsor. Sponsor shall be responsible for any delay in the performance of services hereunder caused by the failure of Sponsor to furnish or verify any information required for the services to be performed by Union Bank.

3.8 Initial Set-Up and Transition of Services. Sponsor shall direct and ensure that the prior recordkeeper for the Plan (if the Plan is not a newly-established plan), if applicable, provides complete and accurate account, Participant, employee, and asset data to Union Bank on a timely basis.

3.9 Specific Information to be Furnished by Sponsor. In providing the information and records necessary for Union Bank's services hereunder, Sponsor shall:

- provide employer and employee contribution data in such format and data transmission mode and as frequently as may be required by Union Bank;
- provide new Participant information in a format required by Union Bank at least two weeks prior to such Participant's entry date into the Plan;
- provide updated employee data, including service records, compensation records, termination dates, birth dates, address information, and hire and rehire dates for all of Sponsor's employees, and any other information necessary or appropriate for Union Bank to provide services hereunder, in a format required by Union Bank and as frequently as may be required by Union Bank;
- provide data for the compliance testing to be performed by Union Bank in a format required by Union Bank in a timely manner as required by Union Bank; and
- answer all specific legal or tax questions concerning the Plan.

Sponsor shall promptly notify Union Bank as to an address change for any employee, Plan Participant, beneficiary, or alternate payee.

3.10 Plan Policies and Procedures. Unless otherwise provided herein, Sponsor shall be responsible for implementing all policies and procedures in connection with the Plan, including, but not limited to, qualified domestic relations order (QDRO) procedures; investment policy statement, salary reduction agreement policy, loan policy, lost participant policy, forfeiture policy, and any other policies and procedures that may be adopted under the Plan ("policies and procedures"). Union Bank may provide Sponsor with draft policies and procedures, and it shall be Sponsor's responsibility to review and approve such draft policies and procedures. If Sponsor does not notify Union Bank in writing within thirty (30) days of its objection to one or more policies and procedures, Sponsor shall be deemed to have approved and directed Union Bank to follow such policies and procedures in performing its services under this Agreement.

#### **4. FEES**

4.1 Responsibility for Fees. In consideration of the services to be provided pursuant to this Agreement, Sponsor shall pay to Union Bank the fees set forth in Exhibit B. Unless Sponsor and Union Bank agree otherwise, fees will accrue on a monthly basis, and Sponsor will be billed on a quarterly basis, and such fees shall be due and payable within thirty (30) days after the billing statement date. Sponsor shall notify Union Bank whether Sponsor will pay such fees and expenses, or whether such fees and expenses will be billed to the Plan. Notwithstanding the foregoing, Union Bank's fees may be paid out of the assets of the Trust to the extent allowed by the Plan and applicable law if: (a) Sponsor directs that such fees be paid out of the assets of the Trust; or (b) Sponsor does not timely pay such fees. Sponsor, and not Union Bank, will be solely responsible for determining whether any expense (and the amount of such expense) is properly payable by the Plan under applicable law.

4.2 Future Adjustments. Union Bank shall have the right to adjust its fees upon providing written notice at least thirty (30) days prior to the effective date of such adjustment, or at any other time if changes are made to this Agreement or any amendments made to the Plan, or any changes made to applicable law, which affect Union Bank's costs of services under this Agreement as determined solely at Union Bank's discretion. In the event of a fee adjustment made pursuant to this Section 4.2, Exhibit B shall be deemed to have been amended to incorporate such fee adjustment.

4.3 Third Party Expenses. Union Bank may charge Sponsor reasonable fees for the reproduction or return of Plan records requested by Sponsor or government agencies. Sponsor shall reimburse Union Bank for reasonable fees charged by others for information reasonably requested by Union Bank to perform its duties under this Agreement.

4.4 Taxes and Assessments. If, during the term of this Agreement, any tax (other than local, state or federal income taxes) or any other assessment, shall be imposed against Union Bank as a result of Union Bank performing its duties under this Agreement, Union Bank shall report the payment of such tax or assessment to Sponsor and Sponsor shall reimburse Union Bank for the same.

4.5 Fees for Additional Services and Reimbursement of Expenses. Nothing in this Section 4 shall prohibit Union Bank from performing any service not set forth in this Agreement for a reasonable fee; provided, however, any such service may be provided, and any such corresponding fee may be paid, only if agreed to by the parties in advance of performing such service; provided, further, Union Bank reserves the right to be reimbursed by Sponsor for out-of-pocket expenses incurred by Union Bank in connection with providing shareholder communications and proxy materials services.

4.6 Right of Union Bank to Suspend Performance. If Sponsor, for any reason whatsoever, fails to make a required payment of fees on a timely basis, Union Bank may deduct such fees from the Trust, if permitted under the Plan and applicable law, or suspend the performance of its services under the Agreement until such time as Sponsor makes the proper remittance; provided, however, if Union Bank decides to suspend the performance of such services, Union Bank shall provide Sponsor with timely written notice of Union Bank's intent to suspend the performance of such services.

4.7 Fees Received by Third Parties. Unless prohibited under the Plan or applicable law, nothing in this Agreement shall prohibit Union Bank from receiving reasonable fees or compensation from any person directly or indirectly in connection with the services provided to the Plan, Participants, or Sponsor in connection with the Plan. The Sponsor acknowledges and agrees that the fees or compensation that Union Bank may receive from certain mutual funds that are selected as DIAs shall be considered compensation to Union Bank for its services that is in addition to the fees charged directly by Union Bank for its services.

## 5. TERM AND TERMINATION

5.1 Initial Term and Renewal. This Agreement shall have an initial term of one (1) year and shall continue thereafter until terminated pursuant to Sections 5.2 and 5.3 of this Agreement.

5.2 Early Termination Upon Notice by Either Party. This Agreement may be terminated by either party for any reason upon sixty (60) days prior written notice to the other party.

5.3 Early Termination by Union Bank. This Agreement shall at the option of Union Bank terminate, or otherwise be suspended, effective immediately upon written notice to Sponsor, if:

- A. Sponsor fails to pay fees within thirty (30) days of their due date;
- B. Sponsor becomes insolvent or files for bankruptcy protection;
- C. Sponsor fails to promptly deliver any required forms or information needed for Union Bank to properly perform its duties under this Agreement;
- D. there is a merger, sale, acquisition, or consolidation involving Sponsor or the Plan, unless Union Bank consents to continue services under this Agreement with the successor Sponsor in advance of such event;
- E. Sponsor or other Plan fiduciaries takes any action deemed by Union Bank to violate applicable federal or state law; or
- F. any law or regulation is enacted that makes this Agreement illegal or impossible to perform.

5.4 Duties after Termination. Upon termination of this Agreement, Union Bank shall perform services hereunder through the termination date. Union Bank shall deliver, within sixty (60) days of the last service required under the Agreement, to Sponsor a complete and final accounting and report of its recordkeeping for the Plan, together with all books and records in its possession with respect to the Plan, all accounts, and all reports and other papers pertaining to the Plan. Union Bank retains the right to keep copies of all documents as may be required for audit purposes or as required by the Federal Deposit Insurance Corporation, state banking authorities, the IRS, or any other applicable regulatory authority.

5.5 Transition Services. Upon termination of this Agreement, Union Bank shall provide reasonable assistance in transferring Plan records and related information to any successor administrator, fiduciary, or other person designated by Sponsor. Sponsor shall be responsible for reimbursing Union Bank for any direct costs that are incurred in transferring Plan records and related information to the successor administrator, fiduciary, or other person designated by the Sponsor.

5.6 Survival of Obligations. Union Bank's and Sponsor's respective obligations under the Agreement which may, by their nature, continue beyond the termination of this Agreement (including the indemnifications and limitations of liability under Section 6) shall survive any termination of this Agreement.

## 6. INDEMNIFICATION AND LIABILITY LIMITATIONS

6.1 Limitation of Liability. Except as specifically provided in this Agreement, Union Bank shall not be liable to Sponsor, its agents, Plan Participants, or any other person whatsoever for any acts or omissions, with the exception of its gross negligence or willful misconduct relating to the services provided by Union Bank pursuant to this Agreement. Unless otherwise provided under applicable law, Union Bank shall not be responsible or liable for any acts or omissions made pursuant to any Plan Participant's use, or any other person's use, of the internet, other electronic system, or telephonic voice response system, made available by Union Bank under this Agreement except for its grossly negligent or willful acts or omissions. Union Bank shall not be liable for damages resulting from an interruption of any service or delayed or defective performance of services arising from war, natural disasters, acts of terrorism, loss of utilities, government restrictions, trading halts or trading exchange conditions, or any other cause beyond Union Bank's reasonable control.

6.2 No Liability for Following Sponsor's or Participant's Directions. Union Bank shall not be responsible or liable for any acts or omissions made pursuant to any direction, consent, or other request reasonably believed by Union Bank to be: (a) genuine; and (b) from an authorized representative of Sponsor or, with respect to Participant investment directions, the Participant (or an authorized representative of the Participant). Union Bank shall not be responsible or liable for any acts or omissions made in reliance on erroneous data provided by Sponsor or any other person or the failure of Sponsor to perform its obligations under this Agreement. Union Bank shall not be responsible or liable for any acts or omissions made by any person, selected by Sponsor or any Participant, providing services to the Plan or Participant, or for following the investment directions provided by a Participant (or the Participant's agent or designee) in a Participant-Directed Plan.

6.3 No Liability for Acts of Prior Administrator. Union Bank shall not be responsible or have any liability for any acts or omissions of any previous recordkeeper, third party administrator, fiduciary, or any other service provider for the Plan, or for any acts taken by Union Bank in reliance upon or on the basis of any records or information prepared by a previous recordkeeper, third party administrator, fiduciary, or any other such service provider.

6.4 Indemnification of Union Bank by Sponsor. In addition to and not in limitation of the specific indemnification obligations of Sponsor provided elsewhere in this Agreement, Sponsor agrees to indemnify and hold harmless Union Bank, its officers, directors, agents and employees, from and against any and all claims, damages, losses, liabilities, taxes, penalties, fines and expenses, including court costs and reasonable attorneys' fees, arising out of or in any way connected to any act done or omitted to be done by Union Bank with respect to carrying out its responsibilities under this Agreement, except as to those matters as to which Union Bank is finally adjudged to be guilty of gross negligence or willful misconduct. Such indemnification by Sponsor shall include, but shall not be limited to, any and all actual or threatened claims, suits, proceedings, or causes of action against Union Bank by any Plan Participant or beneficiary, or any other person.

6.5 Indemnification of Sponsor by Union Bank. Union Bank shall indemnify and hold harmless Sponsor, its agents and employees from and against any and all claims, damages, losses, liabilities, penalties, fines and expenses, including court costs and reasonable attorneys' fees, arising out of or in any way connected with the grossly negligent or willful acts that occur in Union Bank's performance of its services under this Agreement. Under no circumstances will either party to this Agreement have any obligation to indemnify the other party for any special, consequential, punitive or indirect damages or losses.

6.6 Survival of Indemnification Provisions. Each party's obligation under this Agreement to indemnify and hold harmless the other party from certain claims, damages, losses, liabilities, penalties, taxes, fines and expenses shall survive the termination of this Agreement.

6.7 No Special Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL UNION BANK OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OR LOSSES ARISING FROM THIS AGREEMENT, OR THE PERFORMANCE OR NONPERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

## 7. DESIGNATION OF REPRESENTATIVES

7.1 Authorized Representatives. Sponsor shall designate in Exhibit C the initial authorized representative(s) to sign documents, communicate information and provide instructions and directions concerning the Plan to Union Bank, and shall update, as needed, such designation as set forth in Exhibit C. Such authorization shall remain in effect until Union Bank has received written notification to the contrary. Union Bank shall be entitled to rely and act upon any instructions received from such authorized persons that Union Bank reasonably believes to be so authorized to provide such instructions and shall have no duty to inquire or question the accuracy or completeness of any data or instructions provided to it.

## 8. MISCELLANEOUS

8.1 Amendment. Except as otherwise provided herein, this Agreement may be amended by Sponsor and Union Bank at any time by written agreement by both parties.

8.2 Lost Participants and Participant Addresses. Sponsor acknowledges it is solely responsible for: (a) locating missing or lost Participants in accordance with the Plan, any policy adopted thereunder, and applicable law; and (b) maintaining current Participant contact information (e.g., address, phone number, and email address).

8.3 Litigation Proceeds. The parties understand that from time to time the Plan may receive a settlement amount as a result of class action litigation involving one or more investments held by the Plan. In the event that Union Bank receives a settlement amount, unless Sponsor provides written direction to Union Bank to the contrary, Sponsor hereby directs Union Bank to allocate the settlement amount as follows: (a) If the Plan is a defined benefit plan, and Union Bank is not a discretionary Trustee or discretionary investment manager with respect to the assets in the defined benefit plan, Union Bank is directed to allocate the settlement amount as earnings, or as directed by the responsible fiduciary; (b) If the Plan is a defined contribution plan, the settlement amount relates to investments held in a pooled account under the Plan, Union Bank is directed to allocate the settlement amount as earnings; and (c) if the Plan is a defined contribution plan, and the settlement amount relates to investments held within a Participant's brokerage, or similar, account under the Plan, in the event Union Bank is not a discretionary Trustee or discretionary investment manager with respect to the brokerage (or similar) account, Union Bank is directed to allocate the settlement amount as earnings and purchase money market shares (or shares in a similar fund designed preserve capital) within the Participant's account.

8.4 Union Bank not a Plan Administrator. In no event shall Union Bank or its agents or employees be deemed the Administrator of the Plan for purposes of any applicable law affecting or regulating the Plan.

8.5 No Legal or Tax Services. In executing this Agreement, Sponsor acknowledges that Union Bank does not provide, and is not providing, the services of any attorneys, actuaries, accountants, or analysts for Sponsor or the Plan, nor does Union Bank provide legal advice or tax advice to Sponsor, Plan, any Plan Participant or beneficiary by reason of its services under this Agreement. Sponsor agrees to seek the advice of its own legal and/or tax adviser as to all matters that might arise relating to the Plan, including, without limitation, the operations and administration of the Plan and the compliance of the Plan with applicable law, including the Code.

8.6 Capturing Rollovers. Sponsor hereby grants permission to Union Bank (or any affiliate of Union Bank) to contact Plan Participants and to educate them (and not to provide advice) about their distribution options under the Plan, including the option of rolling over a distribution to an Individual Retirement Account ("IRA") or a Roth IRA established at Union Bank (or at an affiliate of Union Bank), and making them aware of other Union Bank services.

8.7 Union Bank not a Plan Fiduciary. Except as otherwise provided in Section 1, or in a separate writing, Union Bank or its agents or employees shall not by reason of this Agreement or the services provided hereunder be deemed a fiduciary of the Plan under applicable law, or be classified as a fiduciary for the purposes of any applicable law affecting or regulating the Plan; provided, however, should a court, or other adjudicating authority, determine that Union Bank is liable in any respect to the Plan or any person as a fiduciary, Sponsor, through the use of its assets and not Plan Assets, shall indemnify and hold harmless Union Bank and its agents and employees from and against all legal responsibilities and liability as a fiduciary of the Plan except to the extent that such liability may be due to Union Bank's willful breach of fiduciary duty.

8.8 No Authority to Control, Manage or Dispose of Plan Assets. Except as otherwise provided in writing to the contrary, Sponsor and/or Trustee shall have absolute authority with respect to the control, management, disposition and utilization of Plan Assets, and Union Bank shall not have, nor be deemed to exercise, any discretion, control, or authority with respect to the control, management, disposition, or utilization of Plan Assets; provided, however, should a court, or other adjudicating authority, determine that Union Bank is liable in any respect to the Plan or any person because of any control or authority with respect to Plan Assets, Sponsor, through the use of its assets and not Plan Assets, shall indemnify and hold harmless Union Bank and its agents and employees from and against liability connected with or predicated on such control or authority of the Plan Assets.

8.9 Responsibility for Other Expenses. Sponsor shall be responsible for all expenses incident to the operation of the Plan unless such expenses are the responsibility of Union Bank in performing the services provided under this Agreement.

8.10 Subpoenas and Court Orders. Union Bank will comply with all subpoenas or court orders properly served upon it which have not been quashed, dismissed, rescinded, withdrawn or stayed; provided, however, Union Bank shall immediately notify Sponsor of the service of any such subpoena or order and give Sponsor the opportunity to contest or resist the subpoena or order. Sponsor shall reimburse Union Bank for all costs and expenses incurred with respect to complying with such subpoenas and court orders. Sponsor shall bear all responsibility for resisting or contesting any court or governmental agency order concerning Plan records in the possession of Union Bank.

8.11 Instructions to Union Bank. Sponsor hereby authorizes Union Bank to act on the written instructions of Sponsor (or its designee), or on instructions provided by Sponsor in the form of facsimile transmission, by e-mail, by telephone, or any other method, electronic or otherwise, acceptable to Union Bank. To the extent such instructions are submitted to Union Bank in the form of facsimile or e-mail or telephone, Sponsor hereby directs Union Bank to act on such instructions notwithstanding the fact that such instructions do not bear an original authorized signature, provided the instructions acted upon: (a) appear to be given by a person authorized to give binding instructions to Union Bank in the case of instructions provided by facsimile or telephone; (b) appear to have been sent from the computer of a person authorized to give binding instructions to Union Bank in the case of instructions provided by e-mail; and are consistent with the established authority of such person. Sponsor acknowledges that information sent via e-mail may be less confidential than information sent by other methods. Union Bank shall not be liable for any loss of the confidentiality of information sent by e-mail prior to its reception. Sponsor acknowledges that there are encryption methods available for the confidential transmission of data by e-mail, and its failure to encrypt such e-mail transmissions evidences Sponsor's acceptance of the potential loss of confidentiality of such e-mail transmitted data.

The authorization provided in this Section 8.11 shall continue in effect until revoked or amended in writing (or via facsimile or e-mail). To the extent Union Bank acts within the scope of this authorization, Sponsor expressly releases Union Bank from and indemnifies Union Bank against any liability that may directly or indirectly arise as a result of Union Bank's action or inaction based on the facsimile, email, telephonic, or electronic instruction.

8.12 Online Administration/Telephone and Electronic Directions by Participants. To the extent permitted under applicable law, the Plan, and in accordance with Union Bank's practices, unless Union Bank agrees otherwise, Sponsor hereby authorizes and directs Union Bank to process elections submitted by Plan Participants to Union Bank via Union Bank's website, voice response unit, or by live telephone call with a Union Bank representative with respect to: (a) enrolling in the Plan; (b) submitting deferral elections and after-tax employee contributions (and modifications thereto); (c) making beneficiary designations; (d) making investment elections or investment transfers with respect to their Plan accounts; (e) requesting and initiating a loan; (f) requesting distributions including hardship and in-service distributions; and (g) any other elections permitted under the Plan and applicable law (collectively referred to as "Electronic Elections"). All such Electronic Elections shall be made in accordance with applicable law, the provisions of the Plan, and any policies adopted by Sponsor and Union Bank. Sponsor directs Union Bank to process such Electronic Elections pursuant to this Section 8.12 without further approval from Sponsor.

Sponsor hereby further directs Union Bank to act upon such telephone or electronic instructions without questioning the authenticity of such direction other than as provided herein. A Participant may be required to provide Union Bank with his/her name, Plan name, Social Security Number, personal identification number, and any other information Union Bank deems necessary or appropriate. For security purposes, Union Bank shall have the right to require a Participant to respond to additional questions (e.g., date of birth, date of hire, or other “challenge” questions) before being able to access his/her account. Only authorized representatives of Sponsor and the Participant shall have access to such Participant’s account.

Some services provided by Union Bank may require oral, telephone, electronic or written instructions or information provided by the Participant and/or the Participant’s spouse. Instructions or other information provided to Union Bank under a signature which purports to be that of the Participant or provided with a personal identification number or other identifying information used to verify that the transmission originated from the Participant shall be deemed to be complete, accurate, authentic and timely. Union Bank shall act in accordance with such instructions or information and shall have no duty to inquire into their completeness, accuracy, authenticity or timeliness.

Union Bank shall not be responsible for, and makes no warranties regarding access, speed or availability of Electronic Elections, or any other service required for electronic communication, nor does Union Bank make any warranties, express or implied, and disclaims all warranties of merchantability, fitness for a particular purpose and non-infringement. Sponsor shall indemnify, and hold harmless Union Bank (including its employees, representatives and agents) from and against any liability, loss or expenses (including reasonable attorneys’ fees and court costs) incurred by Union Bank in connection with providing information or processing transactions in accordance with the directions of a Participant (or designee) via written, telephone, internet or other means approved by Sponsor for use with the Plan.

8.13 Subcontractors of Union Bank. Union Bank may contract with other subcontractors to perform services under this Agreement. However, Union Bank will be responsible for those services to the same extent that it would have been responsible had Union Bank performed those services directly hereunder.

8.14 Force Majeure. Neither Union Bank nor Sponsor shall be liable for any loss or expense resulting from a failure to fulfill or for delay in fulfilling its responsibilities under this Agreement where such failure or delay arises from any occurrence commonly known as force majeure, including, but not limited to, fire, flood, acts of God, war, riot, failures of any telephone or wireless network, strikes or other acts of workmen, accidents, acts of terrorism, revolution or any other events or circumstances beyond the reasonable control of the party affected by the occurrence.

8.15 Records are Property of Sponsor. All records sent to Union Bank by Sponsor (or its agents) will remain the property of Sponsor. Plan records in Union Bank’s possession will be returned by Union Bank to Sponsor or its designee in the event of termination of this Agreement or otherwise upon the written instructions of Sponsor. This provision shall not preclude Union Bank from retaining copies of Plan records that it may reasonably need or that it may be required by law to retain or from destroying records that it has held for more than seven years (or longer or shorter depending on applicable law) following such termination of this Agreement.

8.16 Inspection of Plan Records by Sponsor. Union Bank agrees that, upon reasonable notice, it shall provide Sponsor the information and records that Sponsor may reasonably require that are maintained by Union Bank in order for Sponsor or its designee to perform audits of such records, to process any Participant claim or to perform any other function necessary for the operation of the Plan.

8.17 Confidentiality/Security. Union Bank and Sponsor agree to treat as confidential and use only in connection with this Agreement all Plan data, records and information (“confidential information”) regarding the recordkeeping and trust systems, including computer programs and software, reports and other documents, which are furnished to the other under this Agreement, and the parties agree to comply with applicable law in connection with the use of such confidential information. Union Bank and Sponsor shall protect the security of such confidential information and shall not disclose such confidential information to third parties except as required by law or when requested to do so by the other; provided, however, that Union Bank may disclose such confidential information to its agents in the course of performing its duties under this Agreement. Sponsor furthermore agrees to comply with any confidentiality or security requirements as may be established from time to time by Union Bank. Union Bank is entitled to presume that, unless notified to the contrary by the Sponsor, all actions necessary to ensure compliance with applicable data protection laws have been satisfied with respect to the information and data furnished to Union Bank.

Union Bank agrees that all Plan information and data, including instructions from Sponsor, provided to Union Bank by Sponsor (or its agent) are the confidential information of Sponsor or the Plan. Union Bank agrees not to disclose such confidential information to third parties except: (a) to its affiliates or agents for the purpose of providing services to the Plan;

(b) in any administrative or judicial forum involving a dispute under this Agreement; (c) as may be required by law or by order of any government agency, regulatory body or court of competent jurisdiction for purposes other than those specified in the Agreement without the prior consent of Sponsor; (d) that non-participant specific information may be provided to support industry surveys; or (e) for the limited purpose of collecting satisfaction surveys from Sponsor and/or Plan Participants from time to time.

In the event either party discovers any unauthorized acquisition, access, use or disclosure (collectively, a "Security Breach") of Confidential Information, the party suffering such Security Breach shall notify the other party of such Security Breach in writing or email promptly, but in no event more than two business days after the discovery of such Security Breach. Such notification shall identify: (a) the nature of the Security Breach; (b) the Confidential Information subject to the Security Breach; (c) what action has been taken or will be taken to mitigate the impact of the Security Breach; (d) what action has been taken or will be taken to prevent a future similar Security Breach; and (e) any other information as reasonably requested by the other party.

Union Bank agrees to maintain the following cyber liability insurance coverage so long as it has access to Confidential Information: Cyber liability insurance providing coverage that may include cyber incident response costs (legal & regulatory, IT security forensic, crisis communication, privacy breach management); rectification costs; system business interruption, network security and privacy liability, regulatory proceedings, and media liability with a minimum aggregate limit of liability of \$5,000,000 (or lower amount as mutually agreed upon by the parties) with lower sub-limits of liability depending on the nature of the claim as mutually agreed upon by the parties.

Each year upon the request of the Sponsor, Union Bank shall provide Sponsor with a copy of the review performed by Union Bank's external auditors under the "Statement of Standards for Attestation Engagements Number 18, Attestation Standards: Clarification and Recodification" of the American Institute of Certified Public Accountants (SSAE18), including any System and Organization Controls reports (SOC 1, SOC 2, or SOC 3 Reports), or any new or replacement standard or protocol established by the American Institute of Certified Public Accountants. The parties agree that such reviews and reports shall be treated as Confidential Information hereunder.

8.18 Recording of Telephone Conversations. Sponsor authorizes Union Bank to monitor and/or record telephone conversations between Union Bank's representatives and Plan participants for training, quality assurance, documentation, and other purposes in connection with providing services to the Plan. Union Bank shall inform a Plan Participant in the event that a telephone conversation is being monitored or recorded, and Union Bank shall comply with all applicable laws in connection with such monitoring and recording.

8.19 Customer Identification Program – Important Information About Procedures for Opening New Account – Non-ERISA Accounts Only. Applicable to non-ERISA accounts only, to help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you; we may also ask to see your driver's license or other identifying documents.

8.20 Financial Privacy Notice. The parties acknowledge that Union Bank has provided to Sponsor the Financial Privacy Notice (which is attached hereto as Exhibit E and by this reference incorporated herein) required by Federal law.

8.21 Governing Law. This Agreement shall be construed and enforced according to the laws of the State of Nebraska except to the limited extent that the Agreement may be preempted by applicable law.

8.22 Notices. All notices under this Agreement shall be in writing (or any electronic media to the extent permitted under applicable law and acceptable to Union Bank) and shall be given to the party entitled thereto by personal service, or by United States mail, to the last known address of said party. Notices to Union Bank shall be sufficient if sent to:

Union Bank & Trust Company  
Attn: Retirement Plan Services  
6811 S. 27<sup>th</sup> Street  
P.O. Box 82535  
Lincoln, NE 68501-2535

8.23 Entire Agreement and Severability. Except as otherwise provided in the Plan’s Trust Agreement, Sponsor acknowledges that there are no agreements or understandings, written or oral, between itself and Union Bank with respect to services which are to be rendered by Union Bank, other than as set forth herein or in such additional written agreements authorized hereunder. In any case where any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement.

8.24 No Third-Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to confer upon any person (other than the Sponsor, Plan Administrator and Union Bank) any rights, benefits or remedies of any kind or character whatsoever, and no person will be deemed a third-party beneficiary of or under this Agreement.

8.25 Binding Effect. This Agreement shall be binding upon all the parties hereto, their heirs, successors, assigns, and legal representatives forever.

8.26 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, Sponsor and Union Bank have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to be effective July 1, 2023.

City of Crete, Nebraska  
*Sponsor*

Union Bank & Trust Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Clerk-Treasurer

Its: \_\_\_\_\_

## EXHIBIT A

### A. Ministerial Recordkeeping Services

To the extent applicable in connection with the Plan, Sponsor hereby directs Union Bank to:

- maintain individual Participant account information that may be provided from time to time by Sponsor. To the extent applicable, such information shall include, but will not be limited to, each Participant's name, Social Security Number or taxpayer identification number, date of hire and rehire, number of hours worked in the plan year (or other computation period), date of birth and date of Plan participation, and date of termination of employment and address information.
- maintain records to determine an employee's eligibility to participate in the Plan in accordance with the Plan's provisions and based on employee data provided to Union Bank by Sponsor; provide to Sponsor, in electronic form or otherwise, services and materials to facilitate employee enrollment, contribution elections and investment directions.
- maintain records to determine an employee's vesting service under the Plan in accordance with the Plan's provisions and based on employee data provided to Union Bank by Sponsor.
- record relevant employee data including compensation (as defined by the Plan) as reported to Union Bank by Sponsor, contributions, rollovers and transfers, distributions, payroll information and investment transactions.
- allocate Plan investment gains or losses and forfeitures in accordance with Plan provisions.
- allocate Employer contributions in accordance with Plan provisions.
- allocate Participant contributions, including to the extent applicable, pre-tax elective deferrals, Roth deferrals, after-tax employee contributions, and rollover contributions, in accordance with the Plan provisions.
- prepare a summary allocation report annually for all Plan Participant accounts. Such report will include each Participant's total account balance; the vested amount of each such total account balance; the vested percentage of each total account balance; the allocation of contributions and forfeitures and Plan gain or loss; fund transfers and any distributions made to or on behalf of each such Plan Participant.
- process changes to investment allocations (in a Participant-Directed Plan) as directed by Participants.
- prepare, on behalf of the Plan Administrator, for each Participant in the Plan, a Participant benefit statement as frequently as required under applicable law.
- make distributions (including in service distributions, hardship distributions, and required minimum distributions to the extent applicable under the Plan) and disbursements (including disbursement of loan proceeds), pursuant to the terms of the Plan document, to any Participant who is entitled to such distribution or disbursement. Sponsor agrees that all distributions and disbursements made from the Plan shall be deemed to be made at the direction of Sponsor and Plan Administrator (as defined in the Plan). Distributions and disbursements will be made within an administratively practicable period of time following the date Union Bank receives executed distribution or disbursement forms (including completion of online or other electronic elections). Union Bank will withhold applicable federal and Nebraska and Kansas state income tax withholding and remit such withholding on behalf of the Plan and Plan Administrator to the appropriate governmental entities. Union Bank will prepare and file an IRS Form 1099-R with respect to such distributions and disbursements to the extent required by law.

B. Additional Administrative Services

To the extent applicable in connection with the Plan, Sponsor hereby directs Union Bank to:

- provide Participants access to an interactive voice response system and the internet for investment transfers, account balance realignments, investment elections and changes thereto, and deferral elections and changes thereto, and any other Participant elections agreed upon by Union Bank.
- provide Participants access to their Plan accounts via the world wide web and any other technology as such technology becomes available, and as allowed by law, regulation and Union Bank's policies and procedures.
- provide Participants access to a Union Bank representative via telephone for inquiries regarding their individual Plan accounts.
- Provide Sponsor access to individual Participant accounts (and provide Participants with the ability to perform certain Plan transactions) via the world wide web and any other technology as such technology becomes available, and as allowed by law, regulation and Union Bank's policies and procedures; provided, however, Sponsor agrees and acknowledges that Union Bank shall not be liable for any action taken by Sponsor, or its employees or agents, in connection with making changes to a Participant's account through electronic or other means.
- provide to Sponsor, and to make available to Participants, in electronic form or otherwise, enrollment, distribution, loan-related, termination of employment forms, and any other forms necessary or appropriate to administer the Plan except to the extent Sponsor provides such forms. Sponsor acknowledges that it has had the opportunity to review such forms and documents, and unless Sponsor notifies Union Bank in writing to the contrary, Sponsor hereby directs Union Bank to use such forms in performing its services under this Agreement.
- to the extent applicable under the Plan, process loans with respect to amounts borrowed from a Participant's individual Plan account in accordance with the Plan document, and the Plan's loan policy. Union Bank will prepare and file IRS Form 1099-R or such other forms as may be required under applicable law for the reporting of distributions that Sponsor directs Union Bank to make in connection with the failure of a Participant to repay a loan as required, provided that Sponsor provides Union Bank with all information Union Bank may need to prepare the reports of distributions.
- review any domestic relations order received by the Plan and notify the Plan Administrator of the results of such review; provided, however, Sponsor acknowledges that the Plan Administrator is solely responsible for determining whether a domestic relations order constitutes a qualified domestic relations order ("QDRO") within the meaning of the Code and for otherwise complying with the QDRO requirements set forth in the Code.

C. Education Services

Sponsor hereby directs Union Bank to (select as appropriate):

- deliver to Sponsor Plan enrollment materials, and information regarding the investments available under the Plan; provided, however, after approving such information, Sponsor will be responsible for providing such information to Participants.
- conduct employee education meetings as mutually agreeable to Sponsor and Union Bank.

D. Compliance Services

Unless Sponsor has notified Union Bank to the contrary, Sponsor hereby directs Union Bank to perform the following compliance services to the extent applicable to the Plan:

- conduct, on an annual basis, coverage testing under Code Section 410(b)(1) based on information provided by Sponsor, and to report to Sponsor the results of such testing.
- conduct, on an annual basis, nondiscrimination testing under Code Section 401(a)(4) and to report to Sponsor the results of such testing.
- conduct, on an annual basis, the “annual additions test” set forth in Code Section 415(c) and to report to Sponsor the results of such testing.
- conduct, on an annual basis, the actual deferral percentage test set forth in Code Section 401(k) and to report to Sponsor the results of such testing.
- conduct, on an annual basis, the actual contribution percentage test set forth in Code Section 401(m) and to report to Sponsor the results of such testing.
- conduct, on an annual basis, the deferral limitations test set forth in Code Section 401(a)(30) and catch-up amounts under Code Section 414(v) and to report to Sponsor the results of such testing.
- conduct, on an annual basis, top heavy testing set forth in Code Section 416 and to report to Sponsor the results of such testing.
- monitor, on an annual basis, required distributions as required by Code Section 401(a)(9).

E. Reporting, Disclosure, and Miscellaneous Services

Sponsor directs Union Bank to (select as appropriate):

- prepare, on an annual basis, IRS Form 5500, and timely deliver the same to Sponsor for signature and filing. Sponsor will be responsible for determining whether the Plan is responsible for filing IRS Form 5500, and whether an audit is required. Union Bank is authorized to file Form 5558 (Application for Extension of Time to File Certain Employee Plan Returns) on behalf of Plan unless directed by Sponsor/Plan Administrator to not file the extension. If Sponsor determines IRS Form 5500 must be filed, Union Bank will prepare such IRS Form 5500 and deliver the same to Sponsor for signature and filing. Sponsor shall engage the services of an independent auditor to prepare the audit report to the extent an audit report is required. If this box is checked, Sponsor also directs Union Bank to prepare the Summary Annual Report (“SAR”) for the Plan; provided, however, notwithstanding anything to the contrary, Sponsor shall be responsible for delivering such SAR to participants as required by law.
- prepare, when required by applicable law, Form 8955-SSA and file, on behalf of the Plan Administrator, with the Internal Revenue Service.
- cooperate with Sponsor and any third-party responsible for preparing IRS Form 5500 and Form 8955-SSA.
- prepare a Plan document for review, approval, and execution by Sponsor; provided, however, it shall be Sponsor’s responsibility to ensure such Plan document is qualified within the meaning of Code Section 401(a).
- provide Participants access to the Relius Administration Plan Participant Web module (the “Participant Website”), or similar program, to permit Participants to designate any beneficiary(ies) to whom Union Bank, in its capacity as Trustee or custodian, will pay all or any portion of the Participant’s vested account balance under the Plan in the event of a Participant’s death; provided, however, the parties understand that Sponsor shall retain the responsibility for maintaining participant beneficiary records under applicable law, and that Plan benefits shall be paid to a Participant’s beneficiary(ies) only upon Sponsor’s written approval and direction.

- comply with any Durable Power of Attorney (or similar document) (“POA”) as directed by Sponsor in connection with the administration of a Participant’s account; provided, however, it shall be Sponsor’s responsibility for reviewing such POA, accepting or denying such POA, and notifying Union Bank of the acceptance or denial of such POA.

In performing services under this Agreement, including the above-referenced Compliance Services, unless Sponsor expressly notifies Union Bank in writing to the contrary, Sponsor acknowledges and directs Union Bank to provide services under this Agreement with the understanding that Sponsor does not maintain any qualified plan (under Code Section 401(a)) other than the Plan, and that Sponsor is not a member of a controlled group of businesses nor a member of an affiliated service group within the meaning of the Internal Revenue Code. To the extent Sponsor notifies Union Bank in writing that Sponsor is a member of a controlled group of businesses or a member of an affiliated service group, Union Bank will perform the above-referenced Compliance Services on a controlled group basis or an affiliated service group basis as the case may be.

City of Crete, Nebraska \_\_\_\_\_, Sponsor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: Clerk-Treasurer \_\_\_\_\_

## EXHIBIT B

### COMPENSATION AND FEE SCHEDULE

#### City of Crete, Nebraska Police Officers Pension Plan

**ANNUAL BASE FEE ..... No Charge**

The Base Fee is due and payable on a quarterly basis (the quarterly fee will be calculated by dividing the Annual Base Fee by 4). If the Annual Base Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Participants on a pro rata basis.

**ANNUAL ASSET-BASED FEE**

Plan Assets for Entire City of Crete Relationships	Total Standard Rates
Initial \$5,000,000	.60%
Balance of Account	.50%

This fee relates to trustee/custodial services, participant services and educational services, management reports to Sponsor, annual compliance testing, and reconciling trust assets to Participant allocation reports.

The Asset-Based Fee will be calculated for each month in a calendar year quarter by multiplying the Annual Asset-Based Fee rate by the market value of the Plan Assets (subject to the fee) as of the last business day of the month divided by 12. The monthly fee amount calculated pursuant to the preceding sentence will be accrued for the calendar year quarter, and the Asset-Based Fee will be due and payable each calendar year quarter. If the Asset-Based Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Participants on a pro rata basis.

**ANNUAL INVESTMENT MANAGEMENT FIDUCIARY SERVICES FEE..... Not Applicable**

To the extent Union Bank will act as a fiduciary pursuant to Section 1.6.2, Union Bank will charge an Annual Investment Management Fiduciary Services Fee. This fee is in addition to the Annual Asset-Based Fee. The Investment Management Fiduciary Services Fee is calculated on a monthly basis, by multiplying the Annual Investment Management Fiduciary Services Fee rate by the market value of the Plan Assets (subject to the fee) of the last business day of the month divided by 12. The monthly fee amount calculated pursuant to the preceding sentence will be accrued for the calendar year quarter, and the Investment Management Fiduciary Services Fee will be due and payable each calendar quarter. If the Investment Management Fiduciary Services Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Participants on a pro rata basis.

**ANNUAL INVESTMENT ADVICE FIDUCIARY SERVICES FEE..... Not Applicable**

To the extent Union Bank will act as a fiduciary pursuant to Section 1.6.3, Union Bank will charge an Annual Investment Advice Fiduciary Services Fee. This fee is in addition to the Annual Asset-Based Fee. The Investment Advice Fiduciary Services Fee is calculated on a monthly basis, by multiplying the Annual Investment Advice Fiduciary Services Fee rate by the market value of the Plan Assets (subject to the fee) of the last business day of the month divided by 12. The monthly fee amount calculated pursuant to the preceding sentence will be accrued for the calendar year quarter, and the Investment Advice Fiduciary Services Fee will be due and payable each calendar quarter. If the Investment Advice Fiduciary Services Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Participants on a pro rata basis.

**ANNUAL BROKERAGE ACCOUNT FEE (PER ACCOUNT)..... Not Applicable**

The Annual Brokerage Account Fee relates to the establishment and maintenance of a brokerage account under the Plan. One-fourth of the Annual Brokerage Account Fee will be due and payable each calendar year quarter. If the Brokerage Account Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to those Participants who have a brokerage account under the Plan. Unless the parties have agreed otherwise in writing, Plan Assets held in a brokerage account will be subject to the Annual Asset-Based Fee in addition to the Annual Brokerage Account Fee.

**QUARTERLY PARTICIPANT RECORDKEEPING SERVICE FEE**

To include Quarterly Participant Statements provided to Participants ..... **No Charge**

The Quarterly Participant Recordkeeping Service Fee will be billed on a quarterly basis by multiplying the Quarterly Participant Recordkeeping Service Fee by the number of individual accounts under the Plan as of the last business day of the quarter. The Quarterly Participant Recordkeeping Service Fee will be due and payable on a quarterly basis. If the Participant Recordkeeping Service Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Participants on a per capita basis.

**FORM 5500 PREPARATION FEE ..... Not Applicable**

The Form 5500 Preparation Fee is charged for the preparation of Form 5500, Annual Return/Report of Employee Benefit Plan and Summary Annual Report. The Form 5500 Preparation Fee is due and payable when the services are rendered. If the Form 5500 Preparation Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Participants on a per capita basis.

**LOAN FEE**

Initial Loan Processing Fee ..... **Not Applicable**

This fee is due and payable, at the time the loan is established, from the account of the Participant who initiated the loan, and will be deducted separately from the Participant’s loan proceeds.

**DISTRIBUTION FEES**

Base Distribution Fee ..... **\$60**

A \$60 Base Distribution Fee will apply to any distribution made from the Plan.

Additional Wire Transfer Fee ..... **\$35**

In addition to the Base Distribution Fee, a \$35 Wire Transfer Fee will apply to any distribution made from the Plan via wire transfer. A Wire Transfer Fee will not be charged if the wire recipient bank is Union Bank.

Additional Overnight Mail Fee ..... **\$50**

In addition to the Base Distribution Fee, a \$50 Overnight Mail Fee will apply to any distribution made from the Plan via overnight mail service.

Distributions to which Fees Apply. Unless otherwise provided, the Base Distribution Fee, Wire Transfer Fee, and Overnight Mail Fee will apply to any distribution made under the Plan (regardless of whether the distribution is made to a Participant, financial institution, or another employer-sponsored plan), including but not limited to hardship distributions, in-service distributions, rollover distributions, distributions made as a result of the Participant’s termination of employment, distributions made as a result of the Plan’s termination, required minimum distributions, installment distributions, partial distributions, and any distribution made to a beneficiary or alternate payee. For purposes of this “Distribution Fees” and “Small Account Balance Closing Fee” portions of this Exhibit B, “Participant” includes a beneficiary or alternate payee who receives a Plan distribution.

Recurring Distributions. If a Participant has elected to receive recurring distributions from the Plan, the Base Distribution Fee, and Wire Fee (if applicable) will apply to the first distribution but not to subsequent recurring distributions. The Overnight Mail Fee, if applicable, will apply to all recurring distributions. For these purposes, a recurring distribution means required minimum distributions, installment distributions, and partial distributions that are treated as recurring distributions.

Payment of Distribution Fee. Unless Sponsor has agreed otherwise in writing, Sponsor hereby directs that any applicable Base Distribution Fee, Wire Transfer Fee, and Overnight Mail Fee be deducted from the Participant’s account before the distribution is made.

**SMALL ACCOUNT BALANCE CLOSING FEE**

If a Participant’s, beneficiary’s, or alternate payee’s vested account balance is \$60 or less at the time such Participant receives a distribution, Sponsor understands and agrees that the entire amount of such vested account balance will be paid to Union Bank as a Small Account Balance Closing Fee.

**QUALIFIED DOMESTIC RELATIONS ORDER (QDRO) FEE .....\$400 per QDRO**

The QDRO Fee relates to the review of documentation and assistance with transfer of funds pursuant to a QDRO. Unless Sponsor pays the QDRO Fee or directs otherwise, one-half of the fee will be paid by the Participant, and one-half of the fee will be paid by the alternate payee (i.e., deducted from their accounts). The QDRO Fee will be due and payable at the time the alternate payee’s account is established under the Plan.

**FLOAT FEE**

Union Bank earns a “Float Fee” at a money market rate of return. “Float” represents earnings Union Bank receives in two situations. The first situation is when Union Bank has received contributions from Sponsor. In this case, float may be earned between the time Union Bank receives such contributions from Sponsor and the time such contributions are invested under the Plan. The second situation is when Plan Assets are transferred from the Plan’s trust/custodial account to a Union Bank general account when a distribution check is made payable to a Participant. In this case, float may be earned between the time such Plan Assets are transferred to a Union Bank general account and the time the distribution check is cleared from the bank on which it is drawn (the “Float Period”).

**FLOAT DISCLOSURE**

In signing this Agreement, Sponsor is agreeing that Union Bank will receive, as additional compensation, for services, any earnings (i.e., “float”) on Plan Assets received by Union Bank and held in a general account of Union Bank before such Plan Assets are invested or otherwise disbursed from the Plan. Uninvested funds are not segregated from other general Union Bank accounts, so attributing an exact earnings or interest factor applicable to the Plan’s uninvested funds is not possible. Earnings on the float depends on numerous factors such as current interest rates, Federal Funds rates, and the duration of the particular debt instrument.

Float on Plan Assets Awaiting Investment. If Union Bank receives contributions or loan payments by preauthorized Automated Clearing House (“ACH”) debit to Sponsor’s bank account, such contributions will generally be invested by the close of business on the business day following Union Bank’s receipt of such contributions and corresponding investment instructions.

If Union Bank receives contributions or loan payments by wire transfer or check, such contributions will generally be invested by the second business day following Union Bank’s receipt of such contributions and corresponding investment instructions.

Float earnings will accrue to Union Bank on funds received for investment from the date of deposit with Union Bank until the date the monies are disbursed (generally by wire transfer) in settlement of investment purchases.

Distributions. If Union Bank receives a distribution request in the form of a check, the Float Period begins on the date the check is written and ends on the date the check is cleared by the bank on which the check is drawn. Union Bank will generally issue checks from a general account by the close of business on the second business day following receipt of available funds and payment directions. A distribution check is typically mailed on the same day it is written.

**CONSULTING/MISCELLANEOUS SERVICES FEE**

Union Bank reserves the right to charge a special Consulting/Miscellaneous Services Fee if Sponsor requests that consulting or extraordinary services be provided. These fees can be charged for additional compliance testing, compliance testing projections, correction of failed compliance tests, assisting with Plan audits, consulting, reporting, disclosure, Plan corrections, or any other services not otherwise covered under this Agreement.

If Union Bank determines that such special consulting services or extraordinary services should be performed, Union Bank will notify Sponsor in advance as to the extent of such services and the fee for such services. This fee is due and payable by Sponsor upon completion of the special consulting services/extraordinary services. If the Consulting/Extraordinary Service Fee will be paid by the Plan, Sponsor will direct Union Bank as to how such fee will be charged to Plan Participants.

**PLAN AMENDMENT FEE .....No Charge**

Union Bank does not charge a Plan Amendment Fee for preparing an amendment to its pre-approved plan document.

**PLAN RESTATEMENT FEE..... \$1000-\$1,500**

The Plan Restatement Fee relates to the preparation of a restatement of the plan document under Union Bank’s pre-approved plan document in accordance with IRS procedures. This fee is due and payable at the time the restatement service is provided. If the Plan Restatement Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Plan Participants on a per capita basis.

**PARTICIPANT FEE DISCLOSURE FEE .....\$1-\$10 Per Disclosure**

Union Bank reserves the right to charge a Participant Fee Disclosure Fee in the event Sponsor directs Union Bank to provide participant fee disclosure materials to Participants on behalf of Sponsor and Plan Administrator. Union Bank will notify Sponsor in advance as to the extent of such disclosure-related services and the fee for such services. This fee, if applicable, is due and payable upon completion of the disclosure-related services. If the Participant Fee Disclosure Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Plan Participants on a per capita basis.

**MISCELLANEOUS DISCLOSURE FEE ..... To Be Determined**

Union Bank reserves the right to charge a Disclosure Fee in the event Sponsor directs Union Bank to provide required disclosure materials (other than a participant fee disclosure) to Participants on behalf of Sponsor and Plan Administrator. Union Bank will notify Sponsor in advance as to the extent of such disclosure-related services and the fee for such services. This fee, if applicable, is due and payable upon completion of the disclosure-related services. If the Miscellaneous Disclosure Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Plan Participants on a per capita basis.

**OTHER SERVICES**

- Website Participant access..... **No charge**
- Voice response Participant access ..... **No charge**
- Trading of mutual fund shares..... **No charge**
- Access to Union Bank Call Center representative..... **No charge**

**REIMBURSEMENT OF EXPENSES**

Union Bank reserves the right to request reimbursement of legal, accounting, actuary, and consulting fees incurred by Union Bank in providing services to the Plan. In addition, Union Bank reserves the right to request reimbursement of out-of-pocket travel expenses.

**PAYMENT OF FEES AND EXPENSES**

Except as otherwise provided for specific fees, all fees and expenses for services provided under this Agreement shall be billed quarterly in arrears and are due and payable to Union Bank within 30 days after the date of invoice; provided, however, that any such fees and expenses that are not paid by Sponsor upon termination of this Agreement shall be paid from Participant accounts to the extent permitted under the Plan and applicable law.

**SOFT DOLLAR ARRANGEMENTS**

Union Bank has entered into soft dollar relationships with third parties to obtain investment research. Soft dollar relationships are generally arrangements whereby credits are generated by account securities transactions to pay for investment research or other products and services benefitting discretionary accounts. If you would like more information on soft dollar arrangements, the research that is obtained, or whether (and to what extent) these arrangements affect the Plan, you should contact Union Bank.

City of Crete, Nebraska \_\_\_\_\_, Sponsor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: Clerk-Treasurer \_\_\_\_\_

## EXHIBIT C

### DESIGNATION OF AUTHORIZED REPRESENTATIVES

Sponsor hereby designates the following person(s) as its initial authorized representative(s) to communicate information and directions concerning this above-named Plan to Union Bank:

_____	_____
Name	Signature
_____	_____
Name	Signature
_____	_____
Name	Signature
_____	_____
Name	Signature

Union Bank may rely on any information or direction given by any one of the above-named authorized representatives. The authority of any person to direct Union Bank shall cease as of the date Sponsor provides written notice to Union Bank that such person is no longer employed or otherwise so authorized.

Sponsor can change the above Designation of Authorized Representatives at any time. To add or remove an authorized representative, Sponsor must send written notification to Union Bank.

After the original designation of authority made pursuant to this Exhibit C, Sponsor shall notify Union Bank in writing as to any changes of the authorized representatives at least annually when completing the annual employee census information for recordkeeping purposes. In addition, Sponsor can change the designation of authorized representatives at any time by providing written notice to Union Bank. To the extent Sponsor directs that an authorized representative be removed or added, the above Designation of Authorized Representatives shall be deemed to be amended to reflect such removal or addition. If Sponsor does not update such authorized representatives, Sponsor hereby authorizes and directs Union Bank to rely on any information or direction given by any person who Union Bank reasonably believes is a representative of Sponsor authorized to provide directions to Union Bank in connection with the Plan.

In addition to the above-authorized representatives, Sponsor shall provide to Union Bank, in writing and in a format acceptable to Union Bank, the names of those persons who shall be provided access to the Relius Administration Plan Sponsor Web Module (or similar program) ("Plan Sponsor Web"), and the level of such access. After the original designation of those persons authorized to access Plan Sponsor Web, Sponsor shall notify Union Bank, in writing in a format acceptable to Union Bank, when: (a) a person who is not authorized to access Plan Sponsor Web should be provided such access; (b) a person who is authorized to access Plan Sponsor Web should have his/her level of such access changed; and (c) a person who is authorized to access Plan Sponsor Web should have such access terminated. If Sponsor does not provide updated access authorization to Union Bank with respect to any person, Sponsor agrees that Union Bank shall not be responsible or liable for any acts or omissions made pursuant to such person's use of Plan Sponsor Web.

City of Crete, Nebraska (Police Plan) \_\_\_\_\_, Sponsor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT D-1

### SPONSOR RESPONSIBLE FOR SELECTING/MONITORING DESIGNATED INVESTMENT ALTERNATIVES

#### City of Crete, Nebraska Police Officers Pension Plan

If this box is checked, this Exhibit D-1 shall not apply.

Sponsor acknowledges that Union Bank has made a mutual fund investment platform (the "Investment Platform") available to Sponsor from which Sponsor has the responsibility to select the investment options ("Designated Investment Alternatives") available for investment of Participant accounts upon direction of Plan Participants.

The parties understand that Union Bank provides an "open architecture investment platform" under which Union Bank makes thousands of mutual fund investments available to the Plan. The parties acknowledge that it is not feasible to list all the mutual funds on Union Bank's Investment Platform that are available to the Plan. Accordingly, Sponsor acknowledges that the mutual funds set forth below represent a fraction of the mutual funds on the Investment Platform that Union Bank has made available to the Plan. Upon request, Union Bank will provide details to Sponsor about any and all investments on the Investment Platform.

From the Investment Platform, Sponsor, in its capacity as the Plan fiduciary responsible for selecting and monitoring the investment options made available under the Plan, has selected the Designated Investment Alternatives below that will be available to Participants.

Sponsor understands that Union Bank has agreed to provide certain recordkeeping and administration services for one or more of the Designated Investment Alternatives, as indicated below, selected by Sponsor pursuant to agreements between such Designated Investment Alternatives and Union Bank. The amount of fees, if any, currently to be paid to Union Bank by such Designated Investment Alternatives are set forth below, but is subject to change from time to time. If at any time Sponsor wants additional information in connection with such fees paid to Union Bank by such Designated Investment Alternatives, Sponsor should contact Union Bank.

Under the terms of this Agreement, Sponsor is responsible for selecting and monitoring the Designated Investment Alternatives made available to Participants under the Plan. Union Bank, however, reserves the right to change the mutual fund investment choices on the Investment Platform from time to time. If Union Bank finds it necessary to change a Designated Investment Alternative that Sponsor has selected for the Plan, Union Bank will provide Sponsor 60-days advance written (or electronic) notice of the change to be made, and the corresponding change in fees, if any, to be paid to Union Bank as a result of such change.

If Sponsor does not object in writing to a proposed investment option change within the 60-day period referenced in the preceding paragraph, Sponsor shall be deemed to have directed Union Bank to make the change as proposed, and this Exhibit D-1 shall be deemed to have been amended to reflect such change. If Sponsor objects in writing to the proposed investment option change within such 60-day period, Union Bank will propose another investment option. If Sponsor and Union Bank cannot agree on a replacement option, Union Bank, at its discretion, may terminate the Agreement.

Notwithstanding the two preceding paragraphs to the contrary, unless the parties agree otherwise, Sponsor hereby directs Union Bank to make fund changes without having to comply with such 60-day period referenced above in accordance with the following: (a) in the event that the mutual fund company that manages the target date funds made available under the Plan offers a new mutual fund with a later target date, Sponsor hereby directs Union Bank to make such later target date fund available under the Plan (for example, if the Plan makes the Vanguard target date funds available under the Plan, and Vanguard establishes the Vanguard Target Retirement 2075 Fund, Sponsor hereby directs Union Bank to make the Vanguard Target Retirement 2075 Fund available under the Plan without having to comply with such 60-day period); and (b) in the event Union Bank becomes aware of a new share class being issued in connection with a Designated Investment Alternative made available under the Plan, and such share class will provide for a lower expense ratio without altering the underlying investment strategy or investments in such Designated Investment Alternative, Sponsor hereby directs Union Bank to replace the higher expense ratio Designated Investment Alternative with the Designated Investment Alternative with the lower expense ratio.

In the event a Designated Investment Alternative is removed or added (regardless of whether Sponsor has initiated such action or whether such Designated Investment Alternative was removed or added as addressed above), this Exhibit D-1 shall be deemed to be amended to reflect such removal or addition.

Sponsor represents that it has accessed or received, or has had the opportunity to access, a prospectus or other applicable fund disclosure documents for each of the Designated Investment Alternatives selected below.

### **Schedule of Mutual Fund Services**

Union Bank will provide some or all of the following services as shall from time to time be agreed upon between Union Bank and the Designated Investment Alternatives:

#### **Account Information**

- Union Bank will maintain a record of the number of shares held on behalf of the Plan.
- Union Bank will maintain records of address and taxpayer identification number of each Participant in the Plan.

#### **Participant Services**

- Union Bank will investigate inquiries from Participants and Plan representatives relating to their interests in the Plan accounts.
- Union Bank will respond to communications from Participants and Plan representatives and others relating to the mutual fund investments of the Plan.
- Union Bank will engage in such other communications and correspondence as may from time to time be mutually agreed upon.

#### **Shareholder Communications**

- Union Bank will address and mail to Participants and/or Sponsor, reports to shareholders, dividend and distribution notices upon request.

#### **Proxy Materials**

- Union Bank will prepare shareholder lists with respect to Plan and/or Participants, as appropriate.
- Union Bank will mail and certify as to the mailing of the proxy material, as appropriate, upon request.

### **Designated Investment Alternatives Selected by Sponsor**

Sponsor hereby selects the following Designated Investment Alternatives as investment options under the Plan.

<b>Designated Investment Alternative by Sponsor</b>	<b>Designated Investment Alternative</b>	<b>Ticker Symbol</b>	<b>Total Expense Ratio</b>	<b>12b-1 Fees Paid to Union Bank</b>	<b>Sub-Transfer Agency or Similar Fees Paid to Union Bank</b>
X	Vanguard Target Retirement Income Fund	VTINX	0.08%	N/A	N/A*
X	Vanguard Target Retirement 2020 Fund	VTWNX	0.08%	N/A	N/A*
X	Vanguard Target Retirement 2025 Fund	VTTVX	0.08%	N/A	N/A*
X	Vanguard Target Retirement 2030 Fund	VTHRXX	0.08%	N/A	N/A*
X	Vanguard Target Retirement 2035 Fund	VTTHX	0.08%	N/A	N/A*
X	Vanguard Target Retirement 2040 Fund	VFORX	0.08%	N/A	N/A*
X	Vanguard Target Retirement 2045 Fund	VTIVX	0.08%	N/A	N/A*
X	Vanguard Target Retirement 2050 Fund	VFIFX	0.08%	N/A	N/A*
X	Vanguard Target Retirement 2055 Fund	VFFVX	0.08%	N/A	N/A*
X	Vanguard Target Retirement 2060 Fund	VTTTSX	0.08%	N/A	N/A*
X	Vanguard Target Retirement 2065 Fund	VLXVX	0.08%	N/A	N/A*
X	Vanguard Target Retirement 2070 Fund	VSVNX	0.08%	N/A	N/A*
	American Funds American Balanced R6	RLBGX	0.25%	N/A	N/A*

Designated Investment Alternative by Sponsor	Designated Investment Alternative	Ticker Symbol	Total Expense Ratio	12b-1 Fees Paid to Union Bank	Sub-Transfer Agency or Similar Fees Paid to Union Bank
	American Funds Bond Fund of Amer R6	RBFGX	0.20%	N/A	N/A*
X	American Funds EuroPacific Growth R6	RERGX	0.46%	N/A	N/A*
X	American Funds Growth Fund of Amer R6	RGAGX	0.30%	N/A	N/A*
X	American Funds Invmt Co of Amer R6	RICGX	0.27%	N/A	N/A*
	American Funds Washington Mutual R6	RWMGX	0.26%	N/A	N/A*
	Artisan Developing World Institutional	APHYX	1.00%	N/A	N/A*
X	DFA International Value I	DFIVX	0.29%	N/A	N/A*
	DFA Large Cap International I	DFALX	0.18%	N/A	N/A*
X	Federated Hermes Total Return Bond	FTRLX	0.38%	N/A	N/A*
	Federated Hermes US Treas Cash Res IS	UTIXX	0.20%	N/A	N/A*
X	Goldman Sachs FS Government Instl	FGTXX	0.18%	N/A	N/A*
	Goldman Sachs Satellite Strategies Instl	GXSIX	1.00%	N/A	N/A*
X	Goldman Sachs Small Cap Value R6	GSSUX	0.95%	N/A	N/A*
	Harding Loevner International Eq Instl Z	HLIZX	0.71%	N/A	N/A*
X	JPMorgan Mid Cap Growth R6	JMGMX	0.70%	N/A	N/A*
	Lazard Emerging Markets Equity R6	RLEMX	1.08%	N/A	N/A*
	Loomis Sayles Small Cap Growth Instl	LSSIX	0.92%	N/A	.15%*
X	MFS New Discovery R6	MNDKX	0.89%	N/A	N/A*
X	MFS Value R6	MEIKX	0.45%	N/A	N/A*
X	Nuance Mid Cap Value Z	NMVZX	0.78%	N/A	N/A*
X	Parnassus Mid Cap Institutional	PFPMX	0.75%	N/A	.10%*
	PGIM High Yield R6	PHYQX	0.38%	N/A	N/A*
	Reliance MetLife Series 25053 CL 0	METSO	0.62%	N/A	N/A*
	Standard Stable Asset II	XSAF2	0.10%	N/A	N/A*
	T. Rowe Price Dividend Growth I	PDGIX	0.49%	N/A	N/A*
X	T. Rowe Price Overseas Stock I	TROIX	0.66%	N/A	N/A*
X	Vanguard 500 Index Admiral	VFIAX	0.04%	N/A	N/A*
	Vanguard Balanced Index Adm	VBIAX	0.07%	N/A	N/A*
	Vanguard Emerging Mkts Stock Idx Adm	VEMAX	0.14%	N/A	N/A*
X	Vanguard Growth Index Admiral	VIGAX	0.05%	N/A	N/A*
	Vanguard LifeStrategy Cnsvr Gr Inv	VSCGX	0.12%	N/A	N/A*
	Vanguard LifeStrategy Growth Inv	VASGX	0.14%	N/A	N/A*
	Vanguard LifeStrategy Income Inv	VASIX	0.11%	N/A	N/A*
	Vanguard LifeStrategy Moderate Gr Inv	VSMGX	0.13%	N/A	N/A*
X	Vanguard Mid Cap Index Admiral	VIMAX	0.05%	N/A	N/A*
	Vanguard Mid-Cap Growth Index Admiral	VMGMX	0.07%	N/A	N/A*
	Vanguard Mid-Cap Value Index Admiral	VMVAX	0.07%	N/A	N/A*
	Vanguard Real Estate Index Admiral	VGSLX	0.12%	N/A	N/A*
X	Vanguard Short-Term Federal Adm	VSGDX	0.10%	N/A	N/A*
X	Vanguard Short-Term Investment-Grade Adm	VFSUX	0.10%	N/A	N/A*
X	Vanguard Shrt-Term Infl-Prot Sec Idx Adm	VTAPX	0.06%	N/A	N/A*
	Vanguard Small Cap Growth Index Admiral	VSGAX	0.07%	N/A	N/A*
X	Vanguard Small Cap Index Adm	VSMAX	0.05%	N/A	N/A*
	Vanguard Small Cap Value Index Admiral	VSIAX	0.07%	N/A	N/A*
X	Vanguard Strategic Small-Cap Equity Inv	VSTCX	0.26%	N/A	N/A*
X	Vanguard Total Bond Market Index Adm	VBTLX	0.05%	N/A	N/A*
X	Vanguard Total Intl Stock Index Admiral	VTIAX	0.11%	N/A	N/A*

Designated Investment Alternative by Sponsor	Designated Investment Alternative	Ticker Symbol	Total Expense Ratio	12b-1 Fees Paid to Union Bank	Sub-Transfer Agency or Similar Fees Paid to Union Bank
	Vanguard US Growth Admiral™	VWUAX	0.28%	N/A	N/A*
X	Vanguard Value Index Adm	VVIAX	0.05%	N/A	N/A*

***\*Part of the Total Expense Ratio***

In the event Sponsor has selected the Reliance MetLife Stable Value Series 25157, 25053 or similar stable value fund, as a Designated Investment Alternative, Sponsor directs that the Plan's forfeiture account be invested in the Federated U.S. Treasury Cash Reserves Institutional Shares (UTIXX) or similar fund.

Although Union Bank has provided the above information in good faith, and Union Bank believes the above information is accurate, the parties agree it is Sponsor's responsibility to: (a) ensure the information is accurate; and (b) notify Union Bank of any errors and omissions in connection with the above-referenced investments.

If a Participant fails to provide valid investment instructions, Sponsor and Plan Administrator hereby direct Union Bank to invest such Participant's Plan accounts in the age-appropriate target date fund, taking into account such Participant's age at the time of investment and the date he/she will attain age 65 (or in another default investment alternative as directed by Sponsor).

Sponsor acknowledges that Union Bank, in making the Investment Platform available to the Plan, is not providing impartial investment advice or giving advice in a fiduciary capacity. Sponsor may, at any time as part of its fiduciary duty to select and monitor the Designated Investment Alternatives available under the Plan, request Union Bank to identify those investment alternatives from its Investment Platform that meet objective criteria specified by Sponsor.

Sponsor hereby acknowledges that: (1) it has selected the above-listed Designated Investment Alternatives to be offered under the Plan; (2) it has the obligation to select and monitor the Designated Investment Alternatives offered under the Plan (and that even if Union Bank is determined by a court or regulatory agency to be the fiduciary responsible for selecting the Plan's initial Designated Investment Alternatives, Sponsor, nonetheless, is the fiduciary responsible for monitoring such Designated Investment Alternatives on an ongoing basis); (3) Union Bank is not acting in a fiduciary capacity (within the meaning of any applicable law) by making the Investment Platform available to Sponsor; (4) the above-selected Designated Investment Alternatives are not insured by the Federal Deposit Insurance Corporation, and are not deposits or obligations of Union Bank, and are subject to principal risks, including the possible loss of principal; (5) it has received sufficient information, reasonably in advance of executing this Agreement, for Sponsor to evaluate the appropriateness of making such Designated Investment Alternatives available under the Plan to include the expenses that will be incurred for each such Designated Investment Alternative; (6) it has received all relevant information with respect to the above-selected Designated Investment Alternatives necessary or appropriate to satisfy its inquiry in selecting and monitoring the Plan's Designated Investment Alternatives; (7) it has received sufficient information to understand the amount of compensation, if any, to be paid to Union Bank by each such Designated Investment Alternative set forth above; and (8) Exhibits B and D-1 of this Agreement accurately reflect the entire fee arrangement between Sponsor and Union Bank.

City of Crete, Nebraska, Sponsor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: Clerk-Treasurer

## EXHIBIT D-2

### UNION BANK ACTS AS INVESTMENT MANAGEMENT FIDUCIARY

#### City of Crete, Nebraska Police Officers Pension Plan

**If this box is checked, this Exhibit D-2 shall not apply.**

Pursuant to Section 1.6.2, Union Bank is responsible for selecting and monitoring the Designated Investment Alternatives made available to Participants under the Plan. Union Bank will notify Sponsor (in writing or electronic form) reasonably in advance of any changes with respect to the Designated Investment Alternatives made available under the Plan. When Union Bank makes a change to the Plan's Designated Investment Alternatives, this Exhibit D-2 shall be deemed to be amended to incorporate such change.

Union Bank has selected the Designated Investment Alternatives set forth below, as of the effective date of this Agreement, to be made available under the portion of the Plan that is a Participant-Directed Plan.

<u>Designated Investment Alternative</u>	<u>Ticker Symbol</u>	<u>Total Expense Ratio</u>	<u>12b-1 Fees Paid to Union Bank</u>	<u>Sub-Transfer Agency or Similar Fees Paid to Union Bank</u>

The DIAs set forth below have been selected by Sponsor and not Union Bank and, therefore, are subject to Section 1.6.1 of this Agreement but not subject to Section 1.6.2.

<u>Mutual Fund</u>	<u>Ticker Symbol</u>	<u>Total Expense Ratio</u>	<u>12b-1 Fees Paid to Union Bank</u>	<u>Sub-Transfer Agency or Similar Fees Paid to Union Bank</u>

In the event Union Bank has selected the Reliance MetLife Stable Value Series 25157, 25053, or similar stable value fund, as a Designated Investment Alternative, Sponsor directs that the Plan's forfeiture account be invested in the Federated U.S. Treasury Cash Reserves Institutional Shares (UTIXX) or similar fund.

If a Participant fails to provide valid investment instructions, Sponsor and Plan Administrator hereby direct Union Bank to invest such Participant's Plan accounts in the age-appropriate target date fund, taking into account such Participant's age at the time of investment and the date he/she will attain age 65 (or in another default investment alternative as directed by Sponsor).

Sponsor hereby acknowledges that the above-selected Designated Investment Alternatives are not insured by the Federal Deposit Insurance Corporation, and are not deposits or obligations of Union Bank, and are subject to principal risks, including the possible loss of principal.

City of Crete, Nebraska \_\_\_\_\_, Sponsor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

NOT NEEDED

**EXHIBIT D-3****UNION BANK ACTS AS INVESTMENT ADVICE FIDUCIARY****City of Crete, Nebraska Police Officers Pension Plan**

**If this box is checked, this Exhibit D-3 shall not apply.**

Pursuant to Section 1.6.3, Union Bank has recommended the Designated Investment Alternatives set forth below, as of the effective date of this Agreement, be made available under the portion of the Plan that is a Participant-Directed Plan. Sponsor retains the sole responsibility and authority for adding or removing Designated Investment Alternatives from the Plan.

Under the terms of this Agreement, Sponsor is responsible for selecting and monitoring the Designated Investment Alternatives made available to Participants under the Plan. If Union Bank recommends that a Designated Investment Alternative be added or removed, Union Bank will provide Sponsor 60-days advance written (or electronic) notice of the change to be made.

If Sponsor does not object in writing to a proposed investment option change within the 60-day period referenced in the preceding paragraph, Sponsor shall be deemed to have directed Union Bank to make the change as recommended, and this Exhibit D-3 shall be deemed to have been amended to reflect such change. If Sponsor objects in writing to the recommended investment option change within such 60-day period, Union Bank will recommend another investment option. If Sponsor and Union Bank cannot agree on a replacement option, Union Bank, at its discretion, may terminate the Agreement.

Notwithstanding the two preceding paragraphs to the contrary, unless the parties agree otherwise, Sponsor hereby directs Union Bank to make fund changes without having to comply with such 60-day period referenced above in accordance with the following: (a) in the event that the mutual fund company that manages the target date funds made available under the Plan offers a new mutual fund with a later target date, Sponsor hereby directs Union Bank to make such later target date fund available under the Plan (for example, if the Plan makes the Vanguard target date funds available under the Plan, and Vanguard establishes the Vanguard Target Retirement 2075 Fund, Sponsor hereby directs Union Bank to make the Vanguard Target Retirement 2075 Fund available under the Plan without having to comply with such 60-day period); and (b) in the event Union Bank becomes aware of a new share class being issued in connection with a Designated Investment Alternative made available under the Plan, and such share class will provide for a lower expense ratio without altering the underlying investment strategy or investments in such Designated Investment Alternative, Sponsor hereby directs Union Bank to replace the higher expense ratio Designated Investment Alternative with the Designated Investment Alternative with the lower expense ratio share class.

In the event a Designated Investment Alternative is removed or added (regardless of whether Sponsor has initiated such action or whether such Designated Investment Alternative was removed or added as addressed above), this Exhibit D-3 shall be deemed to be amended to reflect such removal or addition.

**Designated Investment Alternatives Selected by Sponsor**

Sponsor hereby selects the following Designated Investment Alternatives as investment options under the Plan.

<i><u>Mutual Fund</u></i>	<i><u>Ticker Symbol</u></i>	<i><u>Total Expense Ratio</u></i>	<i><u>12b-1 Fees Paid to Union Bank</u></i>	<i><u>Sub-Transfer Agency or Similar Fees Paid to Union Bank</u></i>

In the event Sponsor has selected the Reliance MetLife Stable Value Series 25157, 25053, or similar stable value fund, as a Designated Investment Alternative, Sponsor directs that the Plan's forfeiture account be invested in the Federated U.S. Treasury Cash Reserves Institutional Shares (UTIXX) or similar fund.

Although Union Bank has provided the above information in good faith, and Union Bank believes the above information is accurate, the parties agree it is Sponsor's responsibility to: (a) ensure the information is accurate; and (b) notify Union Bank of any errors and omissions in connection with the above-referenced investments.

If a Participant fails to provide valid investment instructions, Sponsor and Plan Administrator hereby direct Union Bank to invest such Participant's Plan accounts in the age-appropriate target date fund, taking into account such Participant's age at the time of investment and the date he/she will attain age 65 (or in another default investment alternative as directed by Sponsor).

Sponsor may, at any time as part of its fiduciary duty to select and monitor the Designated Investment Alternatives available under the Plan, request Union Bank to identify those investment alternatives from its Investment Platform (as defined in Exhibit D-1) that meet objective criteria specified by Sponsor.

Sponsor hereby acknowledges that: (1) it has selected the above-listed Designated Investment Alternatives to be offered under the Plan; (2) it has the obligation to select and monitor the Designated Investment Alternatives offered under the Plan (and that even if Union Bank is determined by a court or regulatory agency to be the fiduciary responsible for selecting the Plan's initial Designated Investment Alternatives, Sponsor, nonetheless, is the fiduciary responsible for monitoring such Designated Investment Alternatives on an ongoing basis); (3) the above-selected Designated Investment Alternatives are not insured by the Federal Deposit Insurance Corporation, and are not deposits or obligations of Union Bank, and are subject to principal risks, including the possible loss of principal; (4) it has received sufficient information, reasonably in advance of executing this Agreement, for Sponsor to evaluate the appropriateness of making such Designated Investment Alternatives available under the Plan to include the expenses that will be incurred for each such Designated Investment Alternative; and (5) it has received all relevant information with respect to the above-selected Designated Investment Alternatives necessary or appropriate to satisfy its inquiry in selecting and monitoring the Plan's Designated Investment Alternatives.

**If this box is checked, the following charge shall NOT apply.**

The Designated Investment Alternatives set forth below have been selected by Sponsor but were not recommended by Union Bank and, therefore, are subject to Exhibit D-1 and not this Exhibit D-3.

<u>Mutual Fund</u>	<u>Ticker Symbol</u>	<u>Total Expense Ratio</u>	<u>12b-1 Fees Paid to Union Bank</u>	<u>Sub-Transfer Agency or Similar Fees Paid to Union Bank</u>

City of Crete, Nebraska, Sponsor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**NOT NEEDED**

**EXHIBIT E**

<b>FACTS</b>	What Does Union Bank & Trust Company Do With Your Personal Information?
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Transaction history and payment history</li> <li>• Investment experience and retirement assets</li> </ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Union Bank & Trust Co. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Union Bank & Trust share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

<b>To limit our sharing</b>	<p><b>Visit us online:</b> <a href="http://www.ubt.com/privacy">www.ubt.com/privacy</a></p> <p><b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
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<b>Questions?</b>	<b>Call</b> 1-800-297-2837 <b>or visit us online:</b> <a href="http://www.ubt.com/privacy">www.ubt.com/privacy</a>
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What We Do	
<b>How does Union Bank &amp; Trust Co. protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We have an Information Security Program and a Code of Ethics. All employees are expected to abide by programs and policies established in an effort to protect customer information.
<b>How does Union Bank &amp; Trust Co. collect my personal information?</b>	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>• Open an account or apply for a loan</li> <li>• Provide account information or provide employment information</li> <li>• Tell us about your investment or retirement portfolio</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only: <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes— information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.

Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates include companies with the "Union" name; financial companies such as student loan and brokerage services; nonfinancial companies, such as technology and recordkeeping services.</i>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <i>Union Bank &amp; Trust Co. does not share with nonaffiliates so they can market to you.</i>
<b>Joint Marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <i>Our joint marketing partners include insurance companies.</i>