

MASSMUTUAL ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") is made between Massachusetts Mutual Life Insurance Company ("MassMutual"), a company authorized to do business within the state of Florida, and Jacksonville Aviation Authority ("Plan Sponsor"), a body politic and corporate, created and existing under chapter 2001-319, Laws of Florida (Sp. Acts. June 5, 2001), as amended, with respect to Jacksonville Aviation Authority 401a Plan ("Plan"). The Plan Sponsor intends to appoint the Jacksonville Aviation Authority Retirement Plan Committee ("Committee") to serve as the Plan administrator. Once appointed, all references herein to Plan Sponsor in the context of serving as the Plan administrator shall be deemed to refer to the Committee.

WHEREAS: The Plan Sponsor is the sponsor of the Committee and is (or is authorized to act for) the "administrator" of the Plan;

WHEREAS: The Plan Sponsor desires to engage MassMutual to provide the recordkeeping and other administrative services described in this Agreement (the "Services") to the Plan, and MassMutual is willing to provide the Services in exchange for certain fees on the terms and conditions described by this Agreement.

WHEREAS: The Plan Sponsor has appointed Reliance Trust Company, a Georgia Trust Company (the "Trustee/Custodian"), to serve as a non-discretionary trustee/custodian of plan assets pursuant to a Plan Trust/Custodial Agreement between the Plan Sponsor and the Trustee/Custodian.

THEREFORE: The Plan Sponsor and MassMutual effective as of the 3rd day of August, 2021 hereby agree as follows:

1. RECORDKEEPING AND ADMINISTRATIVE SERVICES

1.1 Description of Selection Process and Services: The Plan Sponsor issued a Request for Proposals (RFP) No. 20-07-31001 in order to procure a firm licensed, qualified and interested in Retirement Plan Administration, Record Keeping, Education, and Investment Services for 457B Deferred Compensation and 401A Pension Plans. MassMutual submitted its proposal to Plan Sponsor representing that it is capable of providing the necessary services as required by the RFP. In submitting its proposal, MassMutual committed to accurately and fully disclose all expenses associated with any services made available under the Plans, including services such as managed accounts, investment advice, financial planning and/or self-directed brokerage accounts. MassMutual also committed to comply with all federal regulations regarding governmental retirement laws and investment option, and to adhere to the terms outlined in the RFP, which is incorporated herein by reference. In reliance upon its proposal, Plan Sponsor selected and engaged MassMutual as the most qualified to provide the Services described in this Agreement and the accompanying Exhibits and hereby engages MassMutual to provide such Services. At all times, the Services are subject to review and approval by the Plan Sponsor and the legal, tax and other advisors of the Plan Sponsor, as the Plan Sponsor in its sole discretion, determines.

1.2 Plan Administrator's Guide: The Plan Sponsor hereby directs MassMutual to perform the Services in accordance with the policies, practices and procedures set forth in MassMutual's Plan Administrator's Guide, as the same may be amended by MassMutual from time to time. MassMutual agrees to provide Plan Sponsor with notice of any changes to the Plan Administrator's Guide, which may take the form of posting an amended Guide on MassMutual's plan sponsor website. In any matter not resolved by the language in the Plan Administrator's Guide, Plan Sponsor directs MassMutual, and MassMutual agrees to follow commercially reasonable standards.

1.3 Participant Access/Plan Sponsor Website/Paperless Services: The Plan Sponsor consents to MassMutual's use of electronic media for all services provided under this Agreement to the extent permitted by law and it agrees to process transactions and transmit data and information to MassMutual using electronic media, via MassMutual's plan sponsor website or such other methods as may be agreed to by MassMutual.

The Plan Sponsor directs MassMutual to allow participants online access to their individual accounts and to initiate transactions electronically and via toll-free telephone services which include a voice response unit and customer service professionals. MassMutual endeavors to make its electronic channels, voice response unit and customer service representatives available during normal business hours or such other times as determined by MassMutual. MassMutual is not responsible for the failure of these systems caused solely by events beyond its control.

MassMutual will act on any telephonic or electronic instructions it reasonably believes to be genuine. In order to prevent unauthorized access to its systems, MassMutual employs reasonable security procedures, such as personal identification numbers and plan sponsor ID numbers. MassMutual is not responsible for a loss that results if any participant's or the Plan Sponsor's identifiers or other security procedures are compromised. Plan Sponsor agrees to immediately notify MassMutual if the Plan Sponsor becomes aware of a security breach.

1.4 Distribution Services: As part of ongoing plan administration, MassMutual will provide terminating plan participants with information regarding their distribution options under the Plan. As part of this service, MassMutual will provide participants with estimated annuity payments, if permitted by the Plan, where applicable and a notice regarding the tax consequences of various forms of distribution. Plan Sponsor authorizes MassMutual to provide participants information regarding individual retirement accounts and other rollover products available through MassMutual. The Plan Sponsor understands and agrees that, from time to time, and/or in connection with financial wellness tools and initiatives for Plan participants, MassMutual may, subject to applicable law and regulation, utilize Plan and participant data in connection with educational tool algorithms and/or the marketing and distribution of products and services by and/or through MassMutual. MassMutual may receive revenue such as premiums and service fees with respect to any products purchased by participants. MassMutual agrees to disclose the amount and source of such compensation to the Plan Sponsor

in a manner sufficient to comply with applicable law.

1.5 Information Sharing/Use of Corporate Logo: The Plan Sponsor authorizes MassMutual to provide the Plan's third-party administrator (if any), broker of record or other third-party advisor with information regarding the Plan, as requested by such persons, including but not limited to information regarding Plan and participant transactions, account balances, participant terminations and distributions. The Plan Sponsor authorizes MassMutual to use its name and logo in marketing materials solely for the purpose of identifying Plan Sponsor as a MassMutual customer. MassMutual agrees that such materials will not state or imply an endorsement of MassMutual products or services.

1.6 Plan Conversion: MassMutual will commence providing recordkeeping and other administrative services with respect to the Plan upon the completion of a conversion period during which all Plan records required by MassMutual to perform the Services are transferred to MassMutual. During the conversion period, MassMutual may rely on data supplied by the prior recordkeeper. The details of the Plan's conversion to MassMutual, including the Plan Sponsor's directions with respect to the investment of Plan assets, for example, mapping of plan assets, and other terms and conditions for the conversion, are described in Exhibit B.

2. INVESTMENT PROCEDURES

2.1 Investment of Plan Assets: The Plan Sponsor or its designee, and not MassMutual, is responsible for the investment of plan assets. Plan assets are invested in mutual funds, collective investment trust funds, insurance company general and separate accounts, other pooled investment vehicles or other investments, selected by the Plan Sponsor or its designee as described in Exhibit C ("Investment Options"). The Plan Sponsor or its designee and/or the participants direct the investment of plan assets among these Investment Options as indicated in Exhibit C. The Plan Sponsor or its designee may amend its selections in Exhibit C at any time by providing MassMutual at least thirty (30) days advance written notice. MassMutual cannot accept any change it is unable to administer.

2.2 Pricing Transactions: MassMutual generally processes investment instructions at the value determined at the close of the New York Stock Exchange (usually 4 p.m.) on each business day following receipt by MassMutual of the investment instructions in good order. Thus, if MassMutual receives investment instructions in good order before the close of the New York Stock Exchange on a business day, the transaction receives the value of the investment option in question determined as of the market close on that day, earlier times may apply to certain Investment Options. If investment instructions are received in good order after the New York Stock Exchange closes, or on a day when it is not open, the transaction receives the value of the Investment Option in question determined as of the market close on the next day the New York Stock Exchange is open. If investment instructions are not processed on a business day for reasons beyond MassMutual's reasonable control, including without limitation, that the order is not in good order, the instructions will be processed at the value determined at the close of the New York Stock Exchange on the next business day when the investment instructions are in good order or as soon, thereafter, as is feasible.

2.3 Participant Default Investment Option: To the extent that MassMutual does not receive investment instructions or the instructions are not in good order from a participant regarding the investment of all or a portion of the participant's individual account, the amount in question will be invested in the default investment option selected by the Plan Sponsor in Exhibit C.

2.4 Frequent Trading Policy: In order to comply with the prohibitions on market timing and frequent trading enforced by the managers of certain Investment Options or their underlying investments, MassMutual applies controls that prohibit Plan Sponsors and participants from transferring into certain Investment Options if the Plan Sponsor or participant has transferred into and out of the Investment Option within the previous sixty (60) days (the "Frequent Trading Policy"). The Plan Sponsor directs MassMutual to apply the Frequent Trading Policy to the Plan and agrees that MassMutual may revise the Frequent Trading Policy as described above, in its sole discretion. A description of the Frequent Trading Policy is available to the Plan Sponsor upon request. In addition, the Plan Sponsor agrees and acknowledges that the managers of mutual funds and other Investment Options may require MassMutual to impose different or additional trading restrictions or to prohibit further trading by a plan or participant at any time. MassMutual may revise the Frequent Trading Policy, as necessary, to comply with new investment manager restrictions or legal requirements.

2.5 Competing Investment Options: Exchanges between Investment Options that are competing funds may be restricted, where such exchanges could adversely impact the returns of participants. This restriction may be in lieu of, or in addition to similar restrictions that may be found in any investment agreement, the prospectus, or other documents governing the Investment Options. The Plan Sponsor acknowledges that MassMutual will enforce such restrictions in providing the administrative services under this Agreement.

3. PLAN SPONSOR'S RESPONSIBILITIES

3.1 Instructions, Information and Data: The Plan Sponsor will provide MassMutual with all necessary instructions, information, and data in a timely fashion and in good order. The information or data required in a given situation is described in this Agreement, the Exhibits, the Plan Administrator's Guide, or as otherwise communicated by MassMutual. The Plan Sponsor must as soon as practicable notify MassMutual if the Plan Sponsor believes MassMutual has not properly processed instructions.

For purposes of this Agreement, "in good order" means an instruction that includes all information reasonably required by MassMutual to give effect to the instruction and is in a format mutually agreeable to the parties. MassMutual has no duty to verify whether instructions, information, or data it receives from the Plan Sponsor is properly authenticated, accurate and complete or that it is in receipt of all necessary instructions. MassMutual may fully rely on instructions, information and data provided by the Plan Sponsor, its representatives and other authorized third parties, and the participants. If MassMutual determines that an item is not in good order, MassMutual will bring this to the Plan Sponsor's attention and will inform the Plan Sponsor of what additional information or data is required before it can act. The Plan Sponsor is responsible for any expense or claim that results from the Plan Sponsor's failure to provide instructions, information, or data in a timely fashion and in good order. MassMutual is not responsible for a loss that results from carrying out instructions received from the Plan Sponsor, participants, the plan sponsors, representatives, or authorized third parties except to the extent such loss is the result of the negligence or willful misconduct of MassMutual.

In carrying out its responsibilities under this Agreement, MassMutual will act upon the directions of the Plan Sponsor's representatives. MassMutual will rely upon the continuing authority of such representatives until otherwise notified in writing. MassMutual may act upon written directions of the Plan Sponsor or its representatives (in original or by facsimile transmission) or upon oral or telephonic instructions, or electronically transmitted instructions that MassMutual reasonably believes to be genuine.

3.2 Contributions: The Plan Sponsor, or its delegate, is responsible for monitoring and collecting all contributions and other amounts due to the Plan, and will remit or cause to be remitted all such sums to the Plan on a timely basis in full compliance with the Internal Revenue Code, as amended ("Code") or other relevant law.

3.3 Multiple Plans and Controlled Groups: The Plan Sponsor will inform MassMutual of other retirement plans it sponsors and controlled groups or affiliated service groups of which it is a member.

3.4 Required Reporting and Communications: This Agreement does not affect which party has ultimate responsibility for a report or participant communication. However, MassMutual will assist the Plan Sponsor with the preparation of reports and participant communications as described in Exhibit A. The Plan Sponsor is obligated to review in a timely manner reports and communications prepared by MassMutual and inform MassMutual of any errors or discrepancies. The Plan Sponsor is responsible for providing participants, including terminated participants, all legally required disclosures, communications and other information. MassMutual only provides the communication materials and statements described in this Agreement (including the Exhibits) and the Plan Administrator's Guide. MassMutual does not make any representations as to whether such communication materials and statements satisfy the requirements under applicable laws and regulations.

3.5 Notice of Plan Events: The Plan Sponsor must notify MassMutual as far in advance as practicable of events that may increase volume in participant-directed transactions or benefit requests. Such events include reorganizations or restructurings, early retirement programs or lay-offs.

3.6 Third-party Service Providers: The Plan Sponsor may engage third-parties to provide services to the Plan. The Plan Sponsor agrees that any third-party administrator or other person engaged by the Plan Sponsor to provide services to the Plan is not, and will not be deemed to be, MassMutual's agent or subcontractor and MassMutual is not responsible for the third-party's acts or omissions with respect to the Plan. MassMutual may subcontract services it provides under this Agreement.

3.7 Missing Participants: In the event that MassMutual cannot from its records ascertain the whereabouts of a participant or beneficiary entitled to a distribution from the Plan, MassMutual will notify the Plan Sponsor. The Plan Sponsor is responsible for locating missing participants and directing MassMutual as to the disposition of missing participants' benefits.

3.8 Certification: In the event of a request by the Plan Sponsor for a transfer of any Plan assets to a new trustee, custodian or insurance company, the Plan Sponsor or a delegate of the Plan Sponsor will, in a written notice delivered to MassMutual: (i) designate the trustee, custodian or insurance company that is to receive the transfer; and (ii) certify that the amount so transferred is to be used to provide benefits for those participants and beneficiaries who would be entitled to benefits under the Plan and such Plan, in the opinion of the Plan Sponsor or its delegate, continues to meet the applicable qualification requirements of the Code. MassMutual will be entitled to rely conclusively upon such certification.

4. FEES

4.1 Fee Schedule: Descriptions of the fees and other revenue MassMutual receives in connection with the Services provided to the Plan Sponsor and the Plan pursuant to this Agreement may be found in Exhibits C ("Plan Investments"), D ("Fees"), F ("Float Policy") & H ("Approval Services"). MassMutual reserves the right to assess fees for services it renders which are not contemplated by this Agreement, but only with advanced written notice to and written approval from Plan Sponsor that such services will incur a fee, including the fee amount.

4.2 Method of Payment: The Plan Sponsor certifies that reasonable administrative expenses and fees may be paid from plan assets to the extent permitted by applicable law. To the extent the Plan is prohibited from paying amounts due MassMutual from plan assets, the Plan Sponsor will pay the amount due from its own assets. In such case, amounts are due and payable by the Plan Sponsor within thirty (30) days from the date of the invoice from MassMutual. If fees and expenses have not been paid within thirty (30) days from the date of the invoice, MassMutual will withdraw the amount of the unpaid fees and expenses and all future fees and expenses from plan assets.

4.3 Modification of Fees: The fees set forth in Exhibit D are effective for 3 year(s) from the effective date of this Agreement and is executed contingent upon the pricing assumptions such as Investment Options and mapping, and specifically that the plan assets, cashflow or participants at implementation do not vary by more than 15% from the assumptions on which the fees are based. If these factors are not consistent with these assumptions, MassMutual reserves the right to increase fees. After the guarantee period fees are subject to change upon sixty (60) days advance written notice provided by MassMutual to the Plan Sponsor. This notice will consist of a revised fee schedule. In addition to the fees set forth in Exhibit D, if MassMutual increases any other compensation it receives from the Plan, whether directly or indirectly, including compensation received from the Plan's Investment Options, MassMutual will provide the Plan Sponsor with sixty (60) days advance notice of the increase. The Plan Sponsor may terminate its Contract without penalty if the changes are not acceptable.

4.4 Investment Fees: Under the arrangements between MassMutual and the investment vehicles offered as Investment Options under this Agreement, MassMutual receives certain fees in exchange for providing recordkeeping and accounting services. Amounts received by MassMutual are disclosed in the Cost and Revenue Disclosure document you received before MassMutual began delivering administrative services pursuant to this Agreement. MassMutual shall provide Plan Sponsor with an updated fee disclosure notice at least annually describing the amounts received under such arrangement. These fees represent a portion of the fees assessed against all of the shareholders or investors in the Investment Options and are separate from fees paid to MassMutual under this Agreement. The Plan Sponsor acknowledges that these fees allow MassMutual to charge the Plan a lower fee under this

Agreement than would otherwise be the case. The Plan Sponsor further acknowledges that it has taken these fees into consideration in determining, if overall, the fees paid by the Plan under this Agreement are reasonable. From time to time, MassMutual may renegotiate these fees under such arrangements without the approval of the Plan Sponsor, and MassMutual agrees to provide an updated fee disclosure outlining the amounts received under such arrangement.

4.5 Disclosure of Fees: The attached Exhibits contain a detailed description of all the fees collected under this Agreement. MassMutual also provides or makes available to you materials that describe additional revenue MassMutual receives, including revenue received with respect to the Plan's investments. MassMutual will disclose any material change in this information to the Plan Sponsor as required by law, and at least annually.

4.6 Float: MassMutual's policy is to process contributions to and distributions from the Plan as quickly as possible. Pending the processing of contributions and distributions, funds may be invested in short term instruments such as institutional money market funds. It is MassMutual's policy to retain any earnings ("float") that accrue on these short-term investments. The Plan Sponsor acknowledges that it has taken this float into consideration in determining the reasonableness of the fees paid by the Plan under this Agreement. MassMutual's float policy is attached as Exhibit F.

5. TRUSTEE/CUSTODIAN SERVICES

5.1 Trust Custody of Plan Assets: Except for Plan assets exempt from the ERISA trust/custody requirements, all assets of the Plan will be held in trust/custody by the Trustee/Custodian appointed by the Plan Sponsor. The responsibilities of the Trustee/Custodian and its legal obligations are governed by a separate trust/custody agreement entered into between the Plan Sponsor and the Trustee/Custodian. In carrying out its responsibilities under this Agreement, MassMutual may rely on information, confirmations and other communications received from the Trustee/Custodian. The Plan Sponsor may select a trustee/custodian of its choosing, provided that if the Plan Sponsor chooses a trustee/custodian other than Reliance Trust Company ("RTC"), the Trustee/Custodian will be required to enter into a sub-custodial agreement with RTC in accordance with Section 5.2, which is capable of providing information and instructions to MassMutual in accordance with MassMutual's standard administrative procedures, as reasonably determined by MassMutual.

5.2 Custodial Services: As part of the Services provided pursuant to the Agreement, MassMutual designates a custodian responsible for the trading of any assets of the Plan that are held in a trust/custodial account. Currently the custodian for your plan is RTC. In the event RTC (or any successor custodian) resigns or is removed as Trustee/Custodian or sub-custodian (collectively referred to as the "Terminating Custodian"), MassMutual will select a replacement for the Terminating Custodian and will send the Plan Sponsor written notice of the change at least ninety days in advance of the effective date of the Terminating Custodian's resignation or removal explaining that the Terminating Custodian has resigned or been removed, that MassMutual has identified a replacement for the Terminating Custodian, and that the Plan Sponsor can either enter into a trust/custody agreement with the replacement trustee/custodian or the Plan Sponsor can terminate the investments that are held in custody or this Agreement before the effective date of the resignation or removal. The Plan Sponsor agrees that in the event the Plan Sponsor does not either enter into a trust/custody agreement with the replacement trustee/custodian or terminate the investments that are held in custody or this Agreement before the effective date of the resignation or removal of the then Terminating Custodian, the Plan Sponsor will be deemed to have consented to MassMutual entering into a trust/custodial agreement with the identified successor trustee/custodian on the Plan Sponsor's behalf. If the Plan Sponsor takes no action within forty-five days of the delivery of the first notice, then MassMutual will send a second notice to the Plan Sponsor notifying the Plan Sponsor of the deadline for taking affirmative action and the consequence of failing to take action. If MassMutual or the successor trustee/custodian do not receive a signed agreement within fifteen days of the effective date of the then Terminating Custodian's resignation or removal, then MassMutual will enter into a trust/custody agreement with the successor trustee/custodian on behalf of the Plan Sponsor in the form previously provided to the Plan Sponsor to be effective coincident with the Terminating Custodian's resignation or removal. For the avoidance of doubt, in the event RTC (or any successor custodian) is performing those custodial services pursuant to a directed trust agreement with the Plan Sponsor, then MassMutual will enter into a directed trust agreement with the replacement trustee/custodian on behalf of the Plan Sponsor in the form previously provided to the Plan Sponsor to be effective coincident with the Terminating Custodian's resignation or removal.

6. AMENDMENT AND TERMINATION

6.1 Amendment: This Agreement may be amended, at any time, by a written agreement of the parties. In addition, MassMutual may propose to amend this Agreement by providing the Plan Sponsor written notice of an amendment one hundred eighty (180) days prior to its effective date. If the amendment is not acceptable to the Plan Sponsor, the Plan Sponsor may terminate this Agreement. In the absence of written objection to the amendment delivered to MassMutual before the applicable effective date of an amendment, the Plan Sponsor will be deemed to have approved such amendment; provided, however, that the inclusion of any additional requested services under this Agreement subject to an additional fee must be agreed upon by the Plan Sponsor and MassMutual. Amendment to the terms of this Agreement may be documented in an addendum to this Agreement. This Agreement commences as of the effective date of this Agreement, and continues for an initial term of 10 years, with the option to renew for up to an additional 10 years by mutual agreement of the parties. If either party decides not to renew, it will provide one hundred eighty (180) days notice to the other party of said decision.

6.2 Term and Termination: This Agreement commences as of the earliest of the date (i) so indicated on the first page; (ii) executed by the plan sponsor; or, (iii) funds are deposited with MassMutual or the trustee/custodian, and continues until terminated by either party.

At any time, MassMutual or the Plan Sponsor may terminate this Agreement by providing the other party written notice of its intent. Appointment of a successor record keeper by the Plan Sponsor effectively terminates this agreement. If the Plan is solely funded by a group annuity contract, then this agreement terminates coincident with the termination of the group annuity contract. Otherwise, the termination is effective sixty (60) days from the date notice is received by the other party, unless the parties select another date mutually agreeable to both. If the Plan Sponsor is terminating this agreement because it objects to an amendment by MassMutual, it

may terminate the Agreement by delivering thirty (30) days notice to MassMutual. MassMutual will continue to provide administrative services through the termination date, will be entitled to fees, and will cooperate in the conversion of the Plan to the new recordkeeper to the extent mutually agreeable to both parties. On and after the termination date, contributions to, withdrawals from, and transfers between funds maintained with respect to this Agreement will not be permitted. As of a date not later than thirty(30) days following the termination date, MassMutual will withdraw the value of the affected participants' accounts from the investments made under this Agreement and will deliver the proceeds of such withdrawal to, or as directed by, the Plan Sponsor provided that MassMutual will first be entitled to deduct from such proceeds any administrative or other fees then due to MassMutual. It shall not be a breach of this Agreement if MassMutual fails to make a withdrawal and/or deliver proceeds, as provided for above, due to an unscheduled market closure or any other event beyond MassMutual's reasonable control, provided MassMutual makes such withdrawal and/or delivers such proceeds as soon as reasonably possible following such event. Termination of any other contract issued to the Plan Sponsor by MassMutual will be governed solely by the terms of such contract. MassMutual will provide any outstanding reports to the Plan Sponsor within ninety (90) days of the termination date. Information regarding the form 5500 or applicable required form for reporting will be provided as required by law which may be later than stated above.

7. LIABILITY; INDEMNIFICATION; DISPUTE RESOLUTION

7.1 Scope of MassMutual's Responsibility under this Agreement: MassMutual has no duties or obligations with respect to the Plan other than those duties and obligations specifically set forth in this Agreement or as otherwise required under applicable law. Without limiting the foregoing, MassMutual has no responsibility for any of the following: the deductibility of the Plan Sponsor's contributions made to the Plan, the continued qualification of the Plan; the accuracy of data supplied to MassMutual by the Plan Sponsor or its agents, at any time prior to or during the term of this Agreement; the payment of interest, penalties or excise taxes arising from the failure of the Plan Sponsor to comply with any of the Plan Sponsor's responsibilities under this Agreement or applicable law; or joint testing of additional plans maintained by the Plan Sponsor, but administered by someone other than MassMutual. MassMutual does not warrant, verify or accept responsibility for administrative services provided to the Plan Sponsor prior to the engagement of MassMutual. MassMutual will carry out its duties and obligations under this Agreement in a commercially reasonable manner and in accordance with all applicable laws.

7.2 Fiduciary Status: The Plan Sponsor acknowledges that it is the plan fiduciary within the meaning of relevant law, with the authority to select service providers and plan investments. It is the intent of the parties that in performing its non-discretionary administrative services for the Plan under this Agreement, MassMutual: (i) acts solely as a non-fiduciary service provider to the Plan Sponsor implementing the instructions and directives it receives from the Plan Sponsor or, as authorized by the Plan Sponsor, from the participants; (ii) is neither a fiduciary nor a plan administrator as these terms are defined in relevant law; and (iii) has no discretion in matters of plan administration and management including, but not limited to, interpretation of the plan document, the application of law and the investment of plan assets. The parties intend that discretion in these, and all other matters, lies exclusively with the Plan Sponsor. The Plan Sponsor is responsible for appointing a plan administrator who has discretionary authority in the administration of the Plan. The Plan Sponsor may also retain other service providers with whom MassMutual will work to service the Plan, including investment advice providers and directed trustees. These service providers may assume fiduciary responsibility with respect to the Plan and while MassMutual may provide the Plan Sponsor with revenue information with respect to these service providers, they are neither affiliates of, nor subcontractors for, MassMutual. MassMutual does not give legal, accounting, or tax advice and the Plan Sponsor should consult its own legal, accounting and tax advisors.

With respect to the registered product, MassMutual's affiliates, Barings, LLC, and Baring International Investment Limited ("Baring") acknowledge their status as investment advisors registered under the Investment Advisers Act of 1940 with respect to the plan to the extent that they manage the securities of the mutual funds in which the plan invests in accordance with the stated investment objectives of such mutual funds.

With respect to the group annuity contract, MassMutual's affiliate, Barings, LLC acknowledges its status as an investment advisor registered under the Investment Advisers Act of 1940 with respect to the plan to the extent that it manages the securities of a portfolio SIA holding plan assets in accordance with the stated investment objectives of such SIA. With respect to the registered product, MassMutual's affiliates, Barings, LLC, and Baring International Investment Limited ("Baring") acknowledge their status as investment advisors registered under the Investment Advisers Act of 1940 with respect to the plan to the extent that they manage the securities of the mutual funds in which the plan invests in accordance with the stated investment objectives of such mutual funds.

The Plan Sponsor further acknowledges and agrees that all information about the Investment Options (including performance data), all participant enrollment and education information, and similar materials, are provided to the Plan Sponsor and participants to enable them to independently assess their options and make investment decisions in connection with the Plan. MassMutual is not authorized and will not make recommendations that the Plan Sponsor or a participant may rely on as a primary basis for investment decisions. In making the investments under our products available, MassMutual is not acting as a fiduciary to the Plan. The Plan Sponsor or its delegate is responsible for selecting the investment options that are available under the Plan.

7.3 Indemnification: MassMutual agrees to indemnify and to defend the Plan with respect to any loss or liability including reasonable legal expenses ("Indemnified Costs") arising from a claim or legal action asserted against the Plan or Plan Sponsor based upon the negligence or willful misconduct of MassMutual in performing its duties under this Agreement. In its turn, to the extent not otherwise prohibited by state constitution, statute, regulation, or administrative the Plan Sponsor agrees that it, and to the extent permitted by law the Plan, shall indemnify and defend MassMutual and its agents with respect to any Indemnified Costs arising from a claim or legal action asserted against MassMutual or its agents in performing its duties under this Agreement, except to the extent such Indemnified Costs are the result of the negligence or willful misconduct of

MassMutual. A party ("the indemnified party") will lose its right to seek indemnification and defense under this section regarding a particular claim or action unless it notifies the other party within thirty (30) business days after the indemnified party becomes aware of such claim or action.

7.4 Informal Resolution: If a dispute concerning the performance of duties under this Agreement should arise between the Plan Sponsor and the Plan, on the one hand, and MassMutual on the other, both parties agree that every effort will be made to reach an informal resolution of the matter that is fair and equitable to both parties.

7.5 Limitation/Mitigation of Damages: The right to indemnification for a loss or liability, or to a payment or an award in mediation or arbitration between MassMutual and the Plan, and the Plan Sponsor or its agents, is limited to damages arising directly from a breach of this Agreement. The right to damages under this Agreement does not extend to punitive, consequential, incidental, indirect or special damages. Both parties have a duty to mitigate damages.

7.6 Mediation, Individual Arbitration and Class Waiver: If the parties are unable to resolve a dispute informally, despite their best efforts, the Parties agree to endeavor to settle the dispute by a mediation administered by the American Arbitration Association in accordance with its Commercial Mediation Procedures. If any aspect of the dispute is not settled through mediation, the exclusive remedy will be individual arbitration conducted under the auspices of the American Arbitration Association in accordance with its Commercial Arbitration Rules. The Federal Arbitration Act will govern the interpretation, enforcement and all proceedings pursuant to this Section. In the event of arbitration, the same person cannot serve as both the mediator and the arbitrator. A mediation or arbitration will be conducted in Springfield, Massachusetts, unless the Parties agree to a different location.

THIS AGREEMENT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL ARBITRATION ON BEHALF OF THE PLAN AND PLAN SPONSOR INSTEAD OF THROUGH ANY CLASS ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, THE PLAN AND PLAN SPONSOR AGREE THAT ANY ARBITRATION AGAINST MASSMUTUAL SHALL BE LITIGATED INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION AND THE PLAN AND PLAN SPONSOR EXPRESSLY AGREE TO WAIVE ANY LAW ENTITLING EITHER TO PARTICIPATE IN A CLASS ACTION. THE PLAN AND PLAN SPONSOR UNDERSTAND THAT EACH RETAINS THE RIGHT TO BRING INDIVIDUAL CLAIMS IN ARBITRATION.

THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. IF A COURT ADJUDICATING A CASE UNDER THIS AGREEMENT WERE TO DETERMINE THAT THERE IS AN UNWAIVABLE RIGHT TO BRING A CLASS ACTION, ANY SUCH ACTION SHALL BE BROUGHT ONLY IN COURT, AND NOT IN ARBITRATION. THE PARTIES CONSENT TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS. THE PLAN AND PLAN SPONSOR AGREE THAT ANY SUCH UNWAIVABLE CLASS ACTION SHALL BE BROUGHT ONLY IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS AND THAT ALL OTHER CLAIMS SHALL BE RESOLVED THROUGH INDIVIDUAL ARBITRATION.

An arbitration award may be entered in any state or federal court located in Hampden County, Massachusetts having competent jurisdiction.

8. CONFIDENTIALITY, SECURITY AND PRIVACY

8.1 Confidential Information. As between the parties, the Plan Sponsor shall retain all right, title and interest to all Confidential Information. MassMutual and any subcontractors shall have no right title, or interest in any Confidential Information, and Plan Sponsor expressly retains all such rights. Notwithstanding anything else contained herein to the contrary, MassMutual acknowledges and agrees that the Plan Sponsor is a body politic and corporate and as such is subject to and must comply with Chapter 119, Florida Statutes.

"Confidential Information" means all information, including Personal Information, pertaining to the Plan, Plan Sponsor or Plan participants, that (i) has been furnished to, or has otherwise been learned by, MassMutual or its employees or agents, (ii) is presently being furnished to, or is presently being learned by, MassMutual or its employees or agents, or (iii) will be furnished to, or will otherwise be learned by MassMutual or its employees or agents in the future. "Confidential Information" shall not include information that becomes part of the public domain other than as a result of a disclosure by MassMutual or is independently developed by MassMutual without use of the Plan's, Plan Sponsor's or Plan participants' Confidential Information.

8.2 Use and Handling of Confidential Information. MassMutual acknowledges that it is responsible for appropriately securing Confidential Information in its possession, custody, or control.

MassMutual has established and will maintain and update as appropriate policies and procedures designed to protect the privacy of Confidential Information ("MassMutual's Privacy Policies"). MassMutual's Privacy Policies will comply with all applicable laws, meet or exceed industry standards for the retirement plan services industry and be reasonably designed to prevent unauthorized access to Confidential Information. Furthermore, MassMutual shall refrain from any use of Confidential Information other than for the purpose of providing goods and services under the Agreement.

MassMutual shall not use, distribute, or disseminate any aggregated or anonymous or other components of data included in or derived from the Confidential Information in any way that identifies Plan Sponsor or the Plan Sponsor retirement plan as the subject or source for such information without the advance written permission of Plan Sponsor.

8.3 Disclosures Required by Law. MassMutual may disclose Confidential Information in response to a valid court order, law, rule, regulation, or other governmental action, as long as: (i) Plan Sponsor is notified in writing reasonably in advance of the

disclosure of the information (unless and only to the extent such notification is prohibited by law), and (ii) MassMutual assists Plan Sponsor, at Plan Sponsor's expense, in any lawful attempt to limit or prevent the disclosure of the Confidential Information.

8.4 Subcontractors. After performing reasonable diligence concerning the data security practices of a subcontractor, MassMutual shall enter into a written contract with each subcontractor that will handle, store, or have access to any Confidential Information. Such contract will include protective provisions concerning Confidential Information consistent with the requirements applicable to MassMutual under the Agreement, including the following:

- i. Subcontractors shall appropriately safeguard Confidential Information consistent with the security requirements set forth below, and shall refrain from any use of Confidential Information other than for the purpose of providing goods and services under the Agreement.
- ii. Subcontractors shall handle all Confidential Information in keeping with this Agreement and MassMutual's Privacy Policies.
- iii. Subcontractors shall agree to prompt Security Incident (defined below) notification requirements consistent with the notification requirements of MassMutual set forth below.
- iv. Subcontractors shall cooperate with requests from MassMutual or Plan Sponsor for information concerning pertinent details of such subcontractors' data security practices.
- v. Subcontractors shall refrain from granting access to any Confidential Information to any subcontractor or other third party without the advance written approval of MassMutual and Plan Sponsor.

MassMutual shall provide subcontractors with access to only such Confidential Information as is necessary to provide the goods and services for which such subcontractor is engaged.

"Security Incident" means, in connection with the services provided under the Agreement (i) the misuse of Confidential Information; (ii) the inadvertent, unauthorized, and/or unlawful processing, alteration, copying, transmission, corruption, or sale, of Confidential Information; (iii) any other act or omission that compromises the security, privacy, or confidentiality of Confidential Information; or (iv) any breach of the privacy and data security provisions set forth in the Agreement.

8.5 Security Incidents. MassMutual shall provide Plan Sponsor with written notification and available details of any Security Incident within a reasonable period of time of MassMutual's discovery of a Security Incident, and shall fully cooperate with Plan Sponsor and keep Plan Sponsor apprised of all significant developments and pertinent details in connection with the investigation of such incident. If any individual or regulatory notifications are required or, in Plan Sponsor's and MassMutual's reasonable judgment, appropriate as a result of a Security Incident with respect to Confidential Information being stored or handled by MassMutual or a subcontractor, Plan Sponsor shall elect either (i) that Plan Sponsor shall make such notifications directly, or (ii) that MassMutual shall make such notifications, after submitting them to Plan Sponsor for prior approval. To the extent that a Security Incident is the result of MassMutual's failure to abide by MassMutual's Privacy Policies as required by this Schedule, all costs associated with the notifications (including the costs of offering and providing credit monitoring services to affected individuals if, in Plan Sponsor's and MassMutual's reasonable judgment, such services should be offered) shall be paid by MassMutual.

Following any Security Incident, MassMutual and Plan Sponsor will consult in good faith regarding remediation efforts that may be necessary and reasonable. To the extent that a security incident is the result of MassMutual's failure to abide by MassMutual's Privacy Policies as required by this Schedule, as directed by Plan Sponsor in its reasonable discretion, MassMutual shall undertake remediation efforts for a Security Incident at MassMutual's sole expense and in line with industry standards. In addition, MassMutual shall reimburse Plan Sponsor for Plan Sponsor's reasonable costs and expenses in connection with taking any such remediation efforts. Without limiting the foregoing, MassMutual shall provide assurances satisfactory to Plan Sponsor that any Security Incidents will not recur.

MassMutual shall defend, indemnify, and hold Plan Sponsor, its affiliates, and their respective directors, officers, employees and agents harmless with respect to all costs (including reasonable attorneys' fees), losses, liabilities, and damages incurred in connection with any claims or any legal or regulatory inquiries or actions concerning any Security Incident caused by any negligent act or omission of MassMutual or any of MassMutual's subcontractors.

8.6 Security Requirements. MassMutual shall (and shall cause subcontractors to) implement, and continue to maintain throughout the term of the Agreement (1) administrative, technical, and physical security measures that are appropriate to the goods and services being provided, the volume of Confidential Information being handled, and the sensitivity of such Confidential Information, and (2) security measures that are specifically designed to protect Confidential Information from unauthorized access and use.

Without limiting the foregoing, MassMutual shall provide a secure environment for Confidential Information in order to protect the same from unauthorized processing, destruction, use, modification, or disclosure. MassMutual represents and warrants that the security measures it takes in performance of its obligations under the Agreement are, and will at all times remain consistent with industry standards and any security requirements, standards, obligations, specification and/or event reporting procedures required by any data security or privacy law. MassMutual shall contractually require any subcontractors with access to Confidential Information to adhere to Security Best Practices.

8.7 Security Reviews. Upon request, MassMutual will provide Plan Sponsor with evidence of MassMutual's compliance with the information privacy and security policies and procedures required by this Schedule.

8.8 Insurance.

9. GENERAL PROVISIONS

9.1 Severability and Validity Agreement: If the parties determine that a provision of this Agreement is open to more than one interpretation, the provision must be interpreted in a manner consistent with applicable law. The finding of a court of law or other legal body that a provision of this Agreement is unenforceable in a jurisdiction, does not affect the validity of the remaining provisions of the Agreement and the remaining provisions will continue to be enforced in all other jurisdictions. Where a provision of the Agreement is found to be unenforceable, MassMutual and the Plan Sponsor agree to substitute new language in the place of such provision that, as closely as possible, reflects the provision's original intent and economic impact. The failure of either MassMutual or the Plan Sponsor to enforce a provision of this Agreement does not constitute a waiver of the provision and does not affect the validity of this Agreement.

9.2 Assignment: As a consequence of the sale by MassMutual of its retirement plan business to Great-West Life & Annuity Insurance Company, which operates primarily as Empower Retirement ("Empower"), this Agreement has been assigned to Empower or an affiliate of Empower and either party may assign this Agreement by providing at least ninety (90) days prior written notice to the other.

If you have been or will be issued a group annuity contract or funding agreement it will remain in effect, and the issuing company will continue to be a party thereto. MassMutual will appoint Empower or an affiliate of Empower as its exclusive agent to administer your group annuity contract or funding agreement from and after the Closing on behalf of MassMutual.

9.3 Force Majeure: The performance of the respective duties of MassMutual and the Plan Sponsor under this Agreement are excused for any period of time during which performance is impossible due to events beyond the control of either party. This includes, but is not limited to, floods, fire, earthquakes, pandemics and other natural disasters; power outages; the malfunction of communication facilities; and the closing of stock exchanges.

9.4 Third Parties: This Agreement does not impose duties upon or create rights in any person or entity except MassMutual and the Plan Sponsor.

9.5 Electronic Signatures: The parties agree that the execution of necessary documents or where approval of the Plan Sponsor or a participant is required, this can be accomplished in an electronic format.

9.6 Written Notices: Written notices required under this Agreement must be delivered by a nationally recognized overnight courier service (costs prepaid) to MassMutual; Attention: Executive Vice President for Workplace Solutions, 1295 State Street, Springfield, Massachusetts 01111; and to Ross Jones. The date of a written notice is the date it is received by the recipient. Written notices may be sent by other means, including facsimile or e-mail with confirmation of transmission if this is acceptable to the party receiving the notice. The person designated to receive notice may be changed by providing notice to the other party.

9.7 Plan Sponsor Representations: The Plan Sponsor acknowledges that it is the plan fiduciary responsible for the selection of and monitoring of service providers and investment options for the Plan, and represents that: (i) it is a fiduciary within the meaning of relevant law, with respect to the Plan; (ii) it is independent in all respects of MassMutual and all affiliates of MassMutual; and (iii) it has not relied on any advice or recommendation of MassMutual or any affiliates of MassMutual as a basis to enter into this Agreement or with respect to the selection of the Investment Options offered to participants under the Plan.

9.8 Governing Law: The validity and interpretation of this Agreement and the rights and duties of the parties are governed by the laws of the State of Florida without applying the principles of conflict of laws.

9.9 Venue and Jurisdiction: In the event of litigation, MassMutual and the Plan Sponsor consent to the venue in and to the exclusive jurisdiction of the courts of the State of Florida Duval County, including the Federal District Court for Florida.

9.10 Provisions Survive Agreement: The provisions of Sections 6, 7 and 8 of this Agreement will survive and continue to govern the rights of all parties in the event of the termination of this Agreement.

9.11 Participant Defined: A participant is any person with an individual account in the Plan which includes beneficiaries and alternate payees under qualified domestic relations orders.

9.12 Headings: The headings in this Agreement are for reference only and are not intended to affect the interpretation of its language.

9.13 Plan Sponsor Acknowledgement: The Plan Sponsor acknowledges and agrees that it received from MassMutual, before the execution of this Agreement, sufficient information to make an informed decision as to whether the aggregate of the direct and indirect compensation received by MassMutual in connection with the Services constitutes reasonable compensation.

9.14 Third Party Investment Guidance and Advice Services: MassMutual may make available to the Plan investment advice and related services from third parties ("Advice Providers"). Such services may include, but are not limited to, assisting the Plan Sponsor with investment selection and monitoring and assisting Plan participants with investment selection and asset allocation (collectively, "Advice Services"). By making Advice Services available to the Plan, MassMutual is not soliciting on behalf of any Advice Provider or endorsing or recommending any Advice Provider or any investment advice that any Advice Provider may render. The Plan Sponsor is solely responsible for determining whether to utilize Advice Services and to offer Advice Services to Plan participants and acknowledges that it has the option of declining or discontinuing Advice Services at any time with prior written notice to and approval from the Plan Sponsor.

MassMutual may charge a fee, as otherwise specified in this Agreement, for administering any Advice Services elected by the Plan Sponsor. The Plan Sponsor agrees that in no event will MassMutual be deemed to be a fiduciary to the Plan or participants as a result of making Advice Services available. The Plan Sponsor agrees that investment advice rendered to the Plan by an Advice Provider may be limited to investment options available from MassMutual and that investment advice rendered to participants by any Advice Provider may be limited to the investment options the Plan Sponsor or other Plan fiduciary elects to make available in the Plan. The Sponsor agrees to hold harmless and indemnify MassMutual for any costs or damages resulting from the provision of Advice Services to the Plan or Plan participants.

9.15 Entire Agreement: This Agreement, together with the Exhibits below, represents the entire understanding between MassMutual and the Plan Sponsor regarding the provision of the Services to the Plan. Notwithstanding the foregoing, the response to the Plan Sponsor's request for proposal by MassMutual (RFP) No. 20-07-31001, is hereby incorporated by reference. To the extent that any provision of this Agreement conflicts with MassMutual's RFP, the provision of this Agreement shall govern. To the extent any subsequent amendment of this Agreement by mutual consent between MassMutual and the Plan Sponsor conflicts with the RFP, such amendment shall govern.

9.16 Prohibition Against Contracting with Scrutinized Companies: By entering into this Agreement

- i. MassMutual hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel, as defined in Florida Statutes § 287.135, as amended.
- ii. In the event the Agreement value is \$1,000,000 or more, MassMutual hereby certifies that it is: (1) not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Florida Statutes § 287.135; and (2) not engaged in business operations in Cuba or Syria, as defined in Florida Statutes § 287.135, as amended.

Exhibits

- Exhibit A – Administrative Services
- Exhibit B – Plan Conversion Services
- Exhibit C – Plan Investments
- Exhibit D – Fees
- Exhibit E – Compensation Paid By MassMutual
- Exhibit F – Float Policy
- Exhibit G – Not Applicable
- Exhibit H – Approval Services
- Exhibit I – Not Applicable
- Exhibit J – Not Applicable
- Exhibit K – Fee Roadmap
- Exhibit J – Required Title VI Provisions for Contractors

The Plan Sponsor certifies that it has the power and authority to enter into this Agreement. The person signing below as the Plan Sponsor's representative warrants, as an individual, that he or she is the Plan Sponsor's representative authorized to sign this Agreement and that his or her signature is genuine.

SIGNATURES

In Witness Whereof: MassMutual and the Plan Sponsor have caused this Agreement to be executed by their duly appointed officer or representative.

For Empower Retirement, LLC



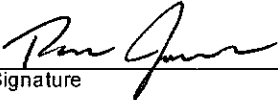
Paula Edmonds
Head of Sponsor Services

June 3, 2021
Date

Legal Name of Plan Sponsor: Jacksonville Aviation Authority

Contract Number: 063400-0002-0000

For the Plan Sponsor:


Signature

_____ Date

ROSS TONGES CFO
Printed Name and Title

EXHIBIT A: ADMINISTRATIVE SERVICES

Recordkeeping Services

- Plan Transition Services
 - Communication Assistance
 - ❖ Creates Sarbanes Oxley notice for participants
 - ❖ Sample board resolutions
 - ❖ Sample notification to existing vendors
 - Dedicated Transition Manager and/or Conversion Team
 - ❖ Manages all phases of conversion services
 - ❖ Establishes responsibilities (including those of your current recordkeeper)
 - ❖ Sets target dates
 - Participant Balance Initiation
 - ❖ Review test files, if applicable
 - ❖ Completes plan reconciliation before establishing participant balances on MassMutual's record keeping system
 - ❖ Provides transition statements for participants
 - Payroll Initiation
 - ❖ Works with payroll department or vendor to establish the workflow for submitting contributions electronically
 - Plan Document Services
 - ❖ Plan design assistance and consultative services
 - ❖ Restatement of plan document to MassMutual's pre-approved plan document
 - Service Initiation
 - ❖ Introduction to ongoing service team
 - ❖ Arranges for enrollment or investment education meetings, minimum number of employees may be required
- Ongoing Administration
 - Automated Services (Groups may elect different services)
 - ❖ Electronic enrollment without eligibility calculation
 - ❖ Automated Terminations
 - ❖ Data Submittal to MassMutual:
 - ❖ Data Entry via the Sponsor Website
 - Beneficiary Designation Service - MassMutual collects and stores the beneficiary designation information on the participant website
 - Distribution Processing and Reporting (Lump sums, installments, in-service withdrawals, partial distributions and annuities, as permitted by the Plan)
 - MassMutual RetireSmartSM Services
 - ❖ Automatic asset allocation
 - ❖ Automatic periodic rebalancing
 - Payroll Processing & Account Maintenance
 - ❖ Regular file feed submission, including contributions
 - Required Minimum Distribution Processing – Pay distributions to participants and beneficiaries in accordance with Internal Revenue Code minimum distribution provisions.
- Plan Deconversion Services
 - Contract liquidation and asset transfer
 - Data transfer
 - Plan terminations – consulting assistance and participant distribution service

Participant Services

- Ongoing Administration Services
 - Distribution Education Assistance
 - ❖ Customized distribution kits for participants who are retiring or terminating
 - Enrollment Services
 - ❖ Enrollment/investment material
 - Participant Information Center (PIC) Access – Customer service professionals to answer participant telephone calls
 - Participant Retirement Planning Website Access; including Online Transaction Capabilities (24/7/365)
 - Touchtone Telephone Service (24/7/365)
- Communication & Education Services
 - Educational Material and Services Access
 - ❖ Interactive participant planning website with planning tools
 - ❖ Participant statements delivered quarterly or annually
 - 404(a) Participant Fee Disclosure provided electronically, on an annual basis, unless otherwise requested
 - ❖ 404(a) Participant Fee Disclosure provided on website
 - Education Meetings
 - ❖ On-site Education - When Retirement Education Services are requested, which are outside of our standard service model, additional charges may be applied.
 - Social Media – interactive version of our participant website

Plan Sponsor Services

- Ongoing Administration Services
 - Approval Services as elected in Exhibit H
 - Dedicated Service Team
 - Investment Consulting – periodic portfolio review and analysis
 - Payroll Remittal Support – Debit ACH is accepted
 - Termination/Retirement Notification Services
 - Vesting Calculation Service
 - Vesting Reporting to Participants
- Communication & Education Services
 - Education Calendar
 - Plan Sponsor Newsletter
 - Plan Sponsor Website access that includes access to participant accounts(24/7/365)
 - PlanSmartSM Analysis to measure and analyze plan effectiveness
- MassMutual Regulatory Advisory ServicesSM
 - Fiduciary Planning Guide – available on the sponsor website
 - Form 5330 (additional fees may apply)
 - ❖ Failed 401(k) ADP and/or 401(m) ACP tests – as applicable
 - ❖ Late Contributions – as applicable.
 - Form 5500
 - ❖ Applicable schedules and attachments
 - ❖ Auditor's package – Comprehensive reports and materials
 - Other Tests – as applicable based upon employer entity and benefit plan offerings
 - Plan Administrator's Guide – available on the Plan Sponsor Website
 - Plan Document Services
 - ❖ Summary plan description (additional fees may apply)
 - ❖ Amendments and restatements as required (additional fees may apply)
 - Participant Notices
 - ❖ Annual Regulatory Notices, as elected below (additional fees may apply)
 - Qualified default investment alternative
 - Automatic enrollment
 - Safe harbor
 - SAR
 - ICB
 - ENP PFD
 - 403(b) Plan Notice including both the Universal Availability and Required Contribution Aggregation
 - Mailing of the 404(a)(5) Participant Fee Disclosure
 - Projection Illustrations – plan design illustrations as applicable
 - Standard Annual Compliance Testing Services as elected below (Additional fees may apply. The applicable fees are described in Exhibit D)
 - 402(g) deferral limit
 - 415 limits
 - ADP & ACP tests, as applicable
 - 410(b) coverage (ratio percentage) testing for single employer plans
 - Top heavy test
 - Mid-year/interim 401(k) ADP and 401(m) ACP tests, as applicable and additional fees may apply for exceeding one interim testing period annually
 - Third-Party Statement on Standards for Attestation Engagements No. 16 (SSAE 16)
 - Third-party Trustee/Custodial Services, if applicable
 - White Papers & Technical Guidance

Investment Services

- Ongoing Services
 - Additional Investment Options – access to over 2800 additional Investment Options
 - Credited Rate Reset – Preparation and analysis of Guaranteed Interest Account ("GIA") credited rate resets
 - Credited Rate Reset Notice – Preparation and distribution of notification to plan sponsor of GIA credited rate resets
 - Flash Reports – Intra-quarter updates relating to performance and current issues affecting investments
 - GIA Fair Value Disclosure – Preparation and distribution to plan sponsor of GIA fair value disclosure
 - Investment Updates Notices of any changes relating to the investment options
 - Market Value Adjustment Estimates – Calculation and delivery of market value adjustment estimates for plan sponsors
 - MassMutual Smart ArchitectureSM Investment Program (Smart Architecture) – multiple managers and watch list due diligence
 - Methodology Reports – rationale for the addition of new investment managers
 - Plan Sponsor and Participant Fee Disclosures – Maintenance of GIA data for plan sponsor and participant fee disclosures
 - Qualitative and Quantitative Standard Reporting
 - ❖ Daily performance updates – daily prices, year-to-date, 12-month performance, and percent change from previous day
 - ❖ Monthly performance summaries – calendar and average annual returns as of the most recent month-end

- ❖ Quarterly investment Webex – overview of the economy, markets and investment-related events
- ❖ Investment Profiles – quantitative and qualitative information for each investment option
- ❖ Peer Analysis Reports – performance summary of all the investment options versus their peers and other relevant benchmarks
- ❖ Market Commentary – quantitative and qualitative review of the economy, markets and investment options
- ❖ Due Diligence Reports – detailed quantitative and qualitative report discussing the performance of each sub advised investment option in consideration of economic and individual manager data
- Third-Party Customized Asset Allocation Portfolios (Additional fees may apply. The applicable fees are described in Exhibit D)
- White Papers – primary research studies developed by the MassMutual Investment Group
- Watch List Updates

EXHIBIT B: PLAN CONVERSION SERVICES

Mapping of Plan Assets: The Plan Sponsor directs MassMutual to map assets transferred from the Plan's existing investment structure to MassMutual's investment structure in accordance with the mapping described below. MassMutual will accept transferred assets from the prior recordkeeper on or after the effective date of this Agreement and after the execution of all required documents including this Agreement, the group annuity contract, and the trust document.

Current Investment Structure	MassMutual Investment Structure And Designation
Fixed Account Plus	Guaranteed Interest Account(GIA)
Short Term Fixed Account	Guaranteed Interest Account(GIA)
Government Money Market I	Guaranteed Interest Account(GIA)
Government Money Market II	Guaranteed Interest Account(GIA)
International Government Bond	Vanguard Long-Term InvstmntGrade (MF-3105)
Vanguard Long Term Inv-Grade Fund	Vanguard Long-Term InvstmntGrade (MF-3105)
Vanguard Long-Term Treasury	Vanguard Long-Term InvstmntGrade (MF-3105)
Core Bond Fund	Vanguard Long-Term InvstmntGrade (MF-3105)
Strategic Bond Fund	Vanguard Long-Term InvstmntGrade (MF-3105)
High Yield Bond Fund	Vanguard Long-Term InvstmntGrade (MF-3105)
Inflation Protected Fund	Vanguard Long-Term InvstmntGrade (MF-3105)
Dividend Value Fund	Vanguard Windsor II Fund (MF-205)
Vanguard Windsor II	Vanguard Windsor II Fund (MF-205)
Large Cap Value Fund	Vanguard Windsor II Fund (MF-205)
Value Fund	Vanguard Windsor II Fund (MF-205)
Systematic Value	Vanguard Windsor II Fund (MF-205)
Stock Index Fund	Fidelity 500 Index Fund (MF-4401)
NASDAQ-100@ Index Fund	Fidelity 500 Index Fund (MF-4401)
Large Cap Core	Fidelity 500 Index Fund (MF-4401)
Capital Appreciation Fund	Fidelity Advisor Growth Opps Fd (MF-4835)
Blue Chip Growth Fund	Fidelity Advisor Growth Opps Fd (MF-4835)
Growth Fund	Fidelity Advisor Growth Opps Fd (MF-4835)
Large Capital Growth	Fidelity Advisor Growth Opps Fd (MF-4835)
American Beacon Broadway Large Cap Growth I	Fidelity Advisor Growth Opps Fd (MF-4835)
Mid Cap Value Fund	Columbia Select Mid Cap Value Fund (MF-3486)
Ariel Fund	Columbia Select Mid Cap Value Fund (MF-3486)
Ariel Appreciation Fund	Columbia Select Mid Cap Value Fund (MF-3486)
Mid Cap Index Fund	Fidelity Mid Cap Index Fund (MF-4431)
Mid Cap Growth Fund	BlackRock Mid-Cap Growth Equity Fd (MF-4042)
Mid Cap Strategic Growth	BlackRock Mid-Cap Growth Equity Fd (MF-4042)
Small Mid Growth Fund	BlackRock Mid-Cap Growth Equity Fd (MF-4042)
Small Cap Value Fund	Vanguard Small-Cap Value Index Fund(MF-1438)
Small Cap Special Value Fund	Vanguard Small-Cap Value Index Fund(MF-1438)
Small Cap Index Fund	Fidelity Small Cap Index Fund (MF-4412)
Small Cap Fund	Vanguard Explorer Fund (MF-2224)
Small Cap Growth Fund	Vanguard Explorer Fund (MF-2224)
Small Cap Aggressive Growth	Vanguard Explorer Fund (MF-2224)
International Equities Index Fund	Fidelity International Index Fund (MF-4428)
International Socially Responsible Fund	Fidelity International Index Fund (MF-4428)
International Growth Fund	Fidelity International Index Fund (MF-4428)
International Opportunities	Fidelity International Index Fund (MF-4428)
US Socially Responsible Fund	Fidelity International Index Fund (MF-4428)
Emerging Economies	Fidelity International Index Fund (MF-4428)
Global Strategy	Fidelity International Index Fund (MF-4428)
International Value Fund	Fidelity International Index Fund (MF-4428)
Science & Technology Fund	Fidelity 500 Index Fund (MF-4401)
Health Sciences Fund	Fidelity 500 Index Fund (MF-4401)
Global Real Estate Fund	Fidelity 500 Index Fund (MF-4401)
Invesco Balanced Risk Commodity Strat R5	Fidelity 500 Index Fund (MF-4401)
Vanguard Wellington Fund Inc.	Vanguard Balanced Index Fund (MF-2102)
Aggressive Growth Lifestyle	Vanguard Balanced Index Fund (MF-2102)
Moderate Growth Lifestyle	Vanguard Balanced Index Fund (MF-2102)
Conservative Growth Lifestyle	Vanguard Balanced Index Fund (MF-2102)
Vanguard LifeStrategy Growth	Vanguard Balanced Index Fund (MF-2102)
Vanguard LifeStrategy Moderate	Vanguard Balanced Index Fund (MF-2102)
Vanguard LifeStrategy Conservative	Vanguard Balanced Index Fund (MF-2102)
Dynamic Allocation Fund	Vanguard Balanced Index Fund (MF-2102)
CAPITAL CONSERVATION	Vanguard Long-Term InvstmntGrade (MF-3105)
GOVERNMENT SECURITIES FUND	Vanguard Long-Term InvstmntGrade (MF-3105)

SYSTEMATIC CORE FUND	Fidelity 500 Index Fund (MF-4401)
VANGUARD WELLINGTON FUND INC	Vanguard Balanced Index Fund (MF-2102)

Investment at the Plan Level. Assets will be invested at the plan level upon receipt by MassMutual of both the transferred assets and the plan records showing the balance for each existing investment and the total amount transferred to MassMutual in good order. The transferred assets will be invested in accordance with the following:

- The transferred assets and the plan records showing the balance for each existing investment and the total amount transferred to MassMutual must be received in good order prior to the close of the New York Stock Exchange (usually 4:00 pm Eastern Time), to ensure that such transferred assets are invested in accordance with the Mapping of Plan Assets described above and valued as of that business day.
- If the transferred assets are received in good order prior to the close of the New York Stock Exchange, but the plan records showing the balance for each existing investment and the total amount transferred to MassMutual are not received in good order until after the close of the New York Stock Exchange on that same day, MassMutual will make a reasonable effort to invest the transferred assets in accordance with the Mapping of Plan Assets as of that business day. However, if MassMutual is unable to invest the transferred assets in accordance with the Mapping of Plan Assets on day of receipt, the transferred assets will be invested in accordance with the Mapping of Plan Assets on the next business day immediately following the day of receipt. In the interim, the transferred assets will be invested in the Plan Default Investment Option.
- If the transferred assets are not received in good order until after the close of the New York Stock Exchange, the transferred assets will be invested in the Plan Default Investment Option as of the next business day and will not be invested in accordance with the Mapping of Plan Assets until the business day all required information necessary to invest the transferred assets is received as described above.

Allocation of Assets at Participant Level: Before assets can be allocated at the participant level, MassMutual must receive in an electronic format, and in good order, from the prior recordkeeper, indicative participant data and investment elections in whole percentages. The allocation of investments at the participant level will generally be accomplished within five business days after the receipt by MassMutual of the electronic indicative participant data and investment elections in good order.

Investment of Future Contributions: Participants will not complete enrollment forms as future contributions will be invested according to the existing elections provided by the prior recordkeeper. Any assets subject to Plan Sponsor selection rights as elected in Exhibit C will be allocated to the investment option(s) selected by the Plan Sponsor in the percentages selected by the Plan Sponsor.

Reliance on Information: During the process of converting the Plan to MassMutual's systems, MassMutual must rely upon information provided by the prior recordkeeper, including the summarizing and reconciling of account balances with plan assets, reports of plan activity, the annual report (Form 5500) and other information, as required by MassMutual. MassMutual is not responsible for any expense or loss that arises from inaccurate or incomplete records provided by the prior recordkeeper.

Existing Matters: The Plan Sponsor warrants that it has notified MassMutual of existing matters regarding the Plan of a material nature including, but not limited to, recent or pending plan examinations conducted by the Internal Revenue Service or the U. S. Department of Labor; legal claims asserted against the Plan or the Plan Sponsor by a participant or other party; or a "prohibited transaction" as defined by section 406 of The Employee Retirement Income Security Act. MassMutual has no responsibility for pending claims or losses in existence on the date this Agreement is executed.

EXHIBIT C: PLAN INVESTMENTS

Plan Investment Options: The Plan Sponsor has selected the following Investment Options:

Fund or other Investment Account and Designation	Ticker	Cusip	Plan Default Investment Option*
Guaranteed Interest Account (GIA)	N/A	N/A	<input type="checkbox"/>
Prem U.S. Govt Mny Mkt Fd (Barings) (MF-G)	MKSXX	57629E209	<input checked="" type="checkbox"/>
American Fnds 2010 Target Dt Ret Fd (MF-1717)	RFTTX	02630T282	<input type="checkbox"/>
American Fnds 2015 Target Dt Ret Fd (MF-1718)	RFJTX	02630T290	<input type="checkbox"/>
American Fnds 2020 Target Dt Ret Fd (MF-1719)	RRCTX	02630T316	<input type="checkbox"/>
American Fnds 2025 Target Dt Ret Fd (MF-1720)	RFDTX	02630T324	<input type="checkbox"/>
American Fnds 2030 Target Dt Ret Fd (MF-1721)	RFETX	02630T332	<input type="checkbox"/>
American Fnds 2035 Target Dt Ret Fd (MF-1722)	RFFTXX	02630T340	<input type="checkbox"/>
American Fnds 2040 Target Dt Ret Fd (MF-1723)	RFGTX	02630T357	<input type="checkbox"/>
American Fnds 2045 Target Dt Ret Fd (MF-1724)	RFHTX	02630T365	<input type="checkbox"/>
American Fnds 2050 Target Dt Ret Fd (MF-1725)	RFITX	02630T373	<input type="checkbox"/>
American Fnds 2055 Target Dt Ret Fd (MF-1726)	RFKTX	02630T217	<input type="checkbox"/>
American Fnds 2060 Target Dt Ret Fd (MF-3048)	RFUTX	02631C320	<input type="checkbox"/>
American Funds 2065 Trgt Dt Rmt Fd (MF-4805)	RFVTX	02631V591	<input type="checkbox"/>
Vanguard Federal Money Market Fund (MF-3304)	VMFXX	922906300	<input type="checkbox"/>
Vanguard Long-Term Invstmnt Grade (MF-3105)	VWETX	922031778	<input type="checkbox"/>
Goldman Sachs Core Fixed Income Fd (MF-5142)	GCFUX	38147X333	<input type="checkbox"/>
GS Investment Grade Credit Fund (MF-5143)	GTIUX	38148U866	<input type="checkbox"/>
Vanguard Emerging Markets Bond Fund (MF-4886)	VEGBX	922020813	<input type="checkbox"/>
BlackRock High Yield Bond Fund (MF-1711)	BRHYX	09260B614	<input type="checkbox"/>
PGIM Total Return Bond Fund (MF-2244)	PTRQX	74440B884	<input type="checkbox"/>
Vanguard Windsor II Fund (MF-205)	VWNFX	922018205	<input type="checkbox"/>
Columbia Dividend Income Fund (MF-3159)	CDDYX	19766M840	<input type="checkbox"/>
JPMorgan Large Cap Value Fund (MF-4009)	JLVMX	48121L833	<input type="checkbox"/>
Putnam Large Cap Value Fund (MF-829)	PEIYX	746745405	<input type="checkbox"/>
Fidelity 500 Index Fund (MF-4401)	FXAIX	315911750	<input type="checkbox"/>
JP Morgan US Equity Fund (MF-2310)	JUEMX	48121L817	<input type="checkbox"/>
T. Rowe Price U.S. Equity Research (MF-2683)	PRCOX	77954P108	<input type="checkbox"/>
Morgan Stanley Instl Gr Fd (MF-4379)	MGRPX	61760X711	<input type="checkbox"/>
Franklin Dyna Tech Fund (MF-4981)	FDTRX	353496656	<input type="checkbox"/>
Principal Blue Chip Fund (MF-4573)	PGBHX	74256W535	<input type="checkbox"/>
Vanguard US Growth Fund (MF-3113)	VWUAX	921910800	<input type="checkbox"/>
Columbia Select Mid Cap Value Fund (MF-3486)	CMVYX	19765M239	<input type="checkbox"/>
DFA US Vector Equity Fund (MF-1797)	DFVEX	233203389	<input type="checkbox"/>
American Century Mid Cap Value Fund (MF-1999)	AMDVX	025076357	<input type="checkbox"/>
Fidelity Mid Cap Index Fund (MF-4431)	FSMDX	316146265	<input type="checkbox"/>
Morgan Stanley Instl Discovery Fd (MF-3749)	MMCGX	617455308	<input type="checkbox"/>
AB Discovery Growth Fund (MF-2704)	CHCZX	018636803	<input type="checkbox"/>
Vanguard Small-Cap Value Index Fund (MF-1438)	VSIAX	921937686	<input type="checkbox"/>
Franklin Small Cap Value Fund (MF-2596)	FRCSX	355148669	<input type="checkbox"/>
Fidelity Small Cap Index Fund (MF-4412)	FSSNX	316146182	<input type="checkbox"/>
Vanguard Explorer Fund (MF-2224)	VEXRX	921926200	<input type="checkbox"/>
Vanguard Small Cap Growth Index Fnd (MF-1437)	VSGAX	921937710	<input type="checkbox"/>
Fidelity International Index Fund (MF-4428)	FSPSX	315911727	<input type="checkbox"/>
Putnam Global Technology Fund (MF-4983)	PTTEX	74676P367	<input type="checkbox"/>
T. Rowe Price Global Stock Fund (MF-4629)	TRGLX	77956H328	<input type="checkbox"/>
Vanguard International Growth Fund (MF-1740)	VWILX	921910501	<input type="checkbox"/>
Vanguard FTSE Social Index Fund (MF-4566)	VFTAX	921910717	<input type="checkbox"/>
American Funds New World Fund (MF-1756)	RNWGX	649280815	<input type="checkbox"/>
Amer Funds EuroPacific Growth Fund (MF-1046)	RERGX	298706821	<input type="checkbox"/>
Franklin Gold and Precious Mtls Fd (MF-699)	FKRCX	353535107	<input type="checkbox"/>
Fidelity Advisor Technology Fund (MF-3960)	FATIX	315918755	<input type="checkbox"/>
TIAA-CREF Real Estate Securities Fd (MF-2739)	TIREX	87244W797	<input type="checkbox"/>
Vanguard Balanced Index Fund (MF-2102)	VBIAX	921931200	<input type="checkbox"/>
DWS Science and Technology Fund (MF-5144)	KTCIX	25159L521	<input type="checkbox"/>

Fidelity U.S. Bond Index Fund (MF-4422)	FXNAX	316146356	<input type="checkbox"/>
Fidelity Advisor Growth Opps Fd (MF-4835)	FZAHX	315805242	<input type="checkbox"/>
Lord Abbett Developing Growth Fund (MF-3297)	LADVX	544006869	<input type="checkbox"/>
Invesco Global Opportunities Fund (MF-1567)	OGIIX	00900W753	<input type="checkbox"/>
BlackRock Mid-Cap Growth Equity Fd (MF-4042)	BMGKX	09258N604	<input type="checkbox"/>

*This is the Plan Default Investment Option and is not available as a participant investment option.

Participant Default Investment Option: If MassMutual isn't otherwise provided with investment direction with respect to a participant's account, either from the Plan Sponsor or the participant, the Plan Sponsor directs MassMutual to invest all amounts contributed on the participant's behalf, in the American Funds target date series. The Plan Sponsor directs MassMutual to invest participants' contributions based on the participant dates of birth according to the recommended date ranges provided to MassMutual from time to time by the fund manager.

Contributions will be invested in the American Fnds 2010 Target Dt Ret Fd (MF-1717) investment if MassMutual is not provided with the participant's date of birth prior to initial investment.

Plan Default Investment Option: MassMutual will allocate contributions to participants' accounts according to allocation instructions received in good order from the Plan Sponsor. Unallocated contributions will be invested in the Plans Default Investment Option from the date the contribution is received until the contribution is allocated.

Unallocated Suspense Account: Any Plan assets to be held in an unallocated suspense account under the Plan, including but not limited to forfeitures, will be invested in the Guaranteed Interest Account (GIA) designated by the Plan Sponsor.

Investment Direction

MassMutual will maintain a distinct Account for each participant to reflect the participant's entire interest under the Plan. The participant's Account will be composed of distinct sub-Accounts if different forms of contributions have been made by or for a participant in accordance with the terms of the Plan. Other sub-Accounts may also be established as the Plan Sponsor deems necessary for the proper administration of the Plan. Except to the extent elected otherwise below, each participant is responsible for directing the investment of their Account and the same investment direction will apply to all the sub-Accounts that make up the participant's Account.

- Notwithstanding the above, the Plan Sponsor or their designee is responsible for providing investment direction with respect to the following sub-Account(s) (the participants will be responsible for directing the investment of any sub-Accounts not selected below.):
 - All sub-Accounts
 - Salary Deferral (including Roth Deferrals)
 - Match (including QMAC and Safe Harbor Matching Contributions)
 - Employer Non-Elective (including QNEC and Safe Harbor Non-Elective Contributions)
 - All Employee Contributions
 - All Employer Contributions
 - Rollover
 - After-Tax
- Notwithstanding the above, a participant may provide separate investment direction with respect to the following sub-Account(s):
 - Salary Deferral (including Roth Deferrals)
 - Match (including QMAC and Safe Harbor Matching Contributions)
 - Employer Non-Elective (including QNEC and Safe Harbor Non-Elective Contributions)
 - All Employee Contributions
 - All Employer Contributions
 - Rollover
 - After-Tax

MassMutual's Role: MassMutual has no discretion with regard to the selection or monitoring of the Plan's Investment Options. MassMutual's role is limited to carrying out the investment instructions of the Plan Sponsor and participants. MassMutual, or its affiliates, may serve as the investment manager to registered investment companies or other investment vehicles offered as investment options under the Plan. However, MassMutual does not act as an investment advisor to the Plan. From time to time, MassMutual may provide informational materials regarding the Plan's investment options to the Plan Sponsor or to participants. Such material is informational or educational in nature and does not constitute investment advice.

EXHIBIT D: FEES

Except as otherwise provided in the Agreement, expenses will be determined and billed or deducted monthly, as applicable as of a date determined by MassMutual.

Annual Asset Charge:

Effective August 1, 2021, an asset charge at an effective annual rate of .12% will be applied to all assets of the Plan as described in Exhibit C Plan Investments, provided that no charge will be applied to assets, if any, invested in a Self-Directed Brokerage Account, an Employer Stock Account or a third-party component of a stable value blend investment option.

Effective on April 1, 2022, the asset charge described above will change to an effective annual rate determined by MassMutual in accordance with the schedule listed below no less frequently than annually, will be applied to all assets of the Plan as described in Exhibit C Plan Investments, provided that no charge will be applied to assets, if any, invested in a Self-Directed Brokerage Account, an Employer Stock Account or a third-party component of a stable value blend investment option.

Asset Charge Applicable To:

Asset Charge:

Total assets less than or equal to \$4,000,000	.43%
Total assets greater than \$4,000,000 but less than or equal to \$6,000,000	.27%
Total assets greater than \$6,000,000 but less than or equal to \$8,000,000	.17%
Total assets greater than \$8,000,000 but less than or equal to \$10,000,000	.12%
Total assets greater than \$10,000,000 but less than or equal to \$12,000,000	.09%
Total assets greater than \$12,000,000	.06%

It is our expectation that the assets in the plan will exceed a minimum of \$3,000,000. If at the end of the first year plan assets are less than \$3,000,000, MassMutual reserves the right to re-price the plan as appropriate.

The above charges are paid by the Participant.

Makeup Charge: During the period beginning on February 1, 2022 and ending on January 31, 2027 (the "Makeup Recovery Period"), a makeup charge equal to .21% on an annual basis will be deducted from all assets of the Plan as described in Exhibit C Plan Investments, provided that no charge will be deducted from assets, if any, invested in a Self-Directed Brokerage Account, an Employer Stock Account or a third-party component of a stable value blend investment option.

Termination Asset Charge: In the event the Plan Sponsor terminates this Agreement prior to the last day of the Makeup Recovery Period, a termination asset charge will be imposed to recover the outstanding makeup charge. This termination asset charge is determined by multiplying the value of all plan assets of the Plan as described in Exhibit C Plan Investments as of the date the assets are transferred to the successor recordkeeper (excluding any assets invested in a Self-Directed Brokerage Account, an Employer Stock Account or a third-party component of a stable value blend investment option), by .21%, further multiplied by the number of years and fraction of a year remaining between the last day of the last period for which an asset charge was withdrawn and last day of the Makeup Recovery Period.

The above charges are paid by the Participant.

Manage My Retirement Service (MMR)

If you elect to make MMR available to participants in your plan, you hereby authorize and direct us to deduct the following you're your participant's account as follows:

Advisory Fee: We deduct and remit to NextCapital Advisers, Inc. on a monthly basis NextCapital's advisory fee for MMR at an annual rate equal to 0.12% (12 basis points) of participant account value from the accounts of participants who elect MMR; plus

Administrative Fee: We deduct and retain on a monthly basis our fee for administering MMR at an annual rate equal to 0.48% (48 basis points) on the first \$100,000, 0.38% (38 basis points) on the next \$150,000, and 0.28% (28 basis points) on the remaining balance over \$250,000 in a Participant's account.

Participant Balance	Managed Account Fee		Total Participant Fee
	NextCapital Advisory Fee	MassMutual Admin Fee	
First \$100,000	0.12%	0.48%	0.60%
Next \$150,000	0.12%	0.38%	0.50%
Above \$250,000	0.12%	0.28%	0.40%

The above charges are paid by the Participant.

Participant Activity Services:

Service	Fee	Fee Paid By
---------	-----	-------------

Disbursement Charge	\$50	Participant
Return of Excess Charge:	\$50	Plan Sponsor
Overnight Mailing of Check, if requested	\$40	Participant
Reprocessing (adjustment)	\$75 per occurrence, additional fee may apply	Participant
Instalment Payment Setup Charge	\$100	Participant
Annuity Payment Setup Charge	\$175*	Participant

* The purchase price of an annuity will include an additional cost not to exceed 2% of the annuity to cover acquisition costs and state premium tax, if applicable.

Special and Optional Charges:

Service	Fee	Fee Paid By
Contributions submitted other than Debit ACH	\$1,200 per Subscriber, charged annually	Plan Sponsor
Participant Address Searches	\$3.00 per address, additional fees may apply.	Plan Sponsor
Participant Notices Annual Regulatory Notices	Fee quoted upon request A fee will be quoted upon request for any mailings not elected in Exhibit A. This service will continue unless you elect otherwise.	Plan Sponsor
Contract Liquidation Estimate Charges	\$125 per estimate of the liquidation value of the "Stable Value Option" in excess of one estimate per calendar month	Plan Sponsor
Plan Year End Testing Services – Retesting due to Sponsor data errors	\$500	Plan Sponsor
Plan Amendment (Other than Regulatory Amendments)	MassMutual's pre-approved plan, 403(b) or 457(b) \$300. An additional fee may be charged if customized wording is required. Any additional fee to be agreed upon by the Sponsor and MassMutual prior to the service being provided.	Plan Sponsor
On-site Education Meetings	No Fees	Plan Sponsor
SPD	MassMutual's pre-approved plan, 403(b) or 457(b) \$300. An additional fee may be charged if customized wording is required. Any additional fee to be agreed upon by the Sponsor and MassMutual prior to the service being provided.	Plan Sponsor
New Plan on MassMutual's pre-approved plan Document (including Restatements)	Fee quoted at time of service	Plan Sponsor
Restatement of Individually Designed Plan to MassMutual's pre-approved plan document	Fee quoted at time of service	Plan Sponsor
Future Regulatory Restatements	Fee quoted at time of service	Plan Sponsor

<p>Regulatory Advisory Services—(any other non-standard service (including, but not limited to, contribution projections, plan termination assistance, plan audit assistance and new comparability illustrations)). - Estimates are available before the service is provided.</p>	<p>\$200 per hour charge</p>	<p>Plan Sponsor</p>
---	------------------------------	---------------------

<p>Additional Service Charges: Fee quoted for services upon request</p>
<ul style="list-style-type: none"> • Payroll conversions, data feeds, corrections
<ul style="list-style-type: none"> • Non-standard data input, error corrections, special calculations
<ul style="list-style-type: none"> • Account adjustments
<ul style="list-style-type: none"> • Additional Form 5500 services (amended, delinquent), reference your Admin Guide for additional information
<ul style="list-style-type: none"> • Form 5330 preparation
<ul style="list-style-type: none"> • Additional contract liquidation services can be found in the Plan Administration Guide
<ul style="list-style-type: none"> • Additional testing services not elected in this Agreement
<ul style="list-style-type: none"> • Contribution and allocation services
<ul style="list-style-type: none"> • Repeated lapse calculation estimates and monitoring
<ul style="list-style-type: none"> • Plan Reviews including but not limited to Plan design illustrations and determination letter application packages
<ul style="list-style-type: none"> • IRS/DOL Corrective Programs
<ul style="list-style-type: none"> • Expenses for Sponsor requested mailings
<ul style="list-style-type: none"> • Deconversion fees that fall outside of the standard final termination package including but not limited to optional ad-hoc reporting, test files, post-transition audit research, forfeiture reallocation calculation and participant statements following the transition

Expense Disclosure:

Self-service Tool Technology Fee: MassMutual reserves the right to charge a technology fee for use of the Self-service resource tools (e.g., Self-service mailing tool, etc.) made available to the Plan Sponsor and/or third-party administrator.

Guaranteed Interest Account Credit:

A GIA Credit of 6 basis points has been applied to offset plan administrative services expenses and is reflected in a reduced Net Annual Target Revenue for Administrative Services on your Cost and Revenue Disclosure document. The GIA Credit is attributable to the revenue enhancement arising from the selection of the MassMutual Guaranteed Interest Account ("GIA") investment option for a plan of this size. MassMutual U.S. ("MMUS") reserves the right to reduce or eliminate the GIA Credit if the GIA is replaced by another investment option or if the allocation to the GIA falls below 90% of the original GIA allocation. If the GIA Credit is reduced or eliminated, notwithstanding any other provision of this Agreement to the contrary, the Plan Sponsor agrees that MMUS may impose an additional fee to recover the difference.

Manage My Retirement Services Fee Reduction: You have elected to make MMR available to your plan participants. As a result, we have reduced our required administrative services revenue by 2 basis point based on our assumptions about administrative service fee income we may earn from MMR. This reduction is reflected in a reduced Total Annual Revenue for Administrative Services disclosed on your 408(b)(2) Cost and Revenue Disclosure. If MMR is discontinued in the future, we reserve the right to collect an additional amount to make up the difference.

EXHIBIT E: COMPENSATION PAID BY MASSMUTUAL

Agents Benefits, if applicable: MassMutual insurance agents may also be eligible for certain cash and non-cash benefits from MassMutual in addition to commissions. Additional cash compensation includes bonuses and allowances based on factors such as sales, productivity and persistency. Non-cash compensation includes various recognition items such as prizes and awards as well as payment of the cost associated with attendance at conferences, seminars and recognition trips. Sales of this product may help these agents and their supervisors qualify for such benefits.

Subcontracting: MassMutual may make payments to intermediaries under sub-contracting services agreements for certain plan administrative services that MassMutual would otherwise provide, such as assistance with enrollment meetings, or to deliver marketing and sales assistance services to MassMutual.

Override Payments: MassMutual may make override payments to sales and/or servicing organizations to defray a portion of the organization's cost of maintaining its sales and servicing representatives. Not all sales and servicing organizations receive override payments. If MassMutual makes a payment, it is typically based on a percentage of the aggregate value of plan assets held in MassMutual products that were sold, or are serviced, by the organization's representatives. The level of these payments to eligible organizations varies.

Sponsorship Payments: MassMutual may make sponsorship payments to intermediaries for, among other things, training of sales personnel, conference support, marketing or other services they provide to promote awareness of MassMutual's products. Not all intermediaries receive marketing support payments and the level of these flat dollar payments to intermediaries varies. The largest payment to any intermediary during the last calendar year was approximately \$276,000. Also, MassMutual has a variety of arrangements with intermediaries that are not directly related to the sale of MassMutual products to your plan. For example, MassMutual provides cash and non-cash benefits to intermediaries in consideration of their overall efforts selling MassMutual's products, such as prizes, awards, gifts, entertainment and charitable contributions. MassMutual may also reimburse intermediaries for certain expenses, such as the cost of promotional items or expenses associated with meetings, conferences, seminars, and recognition trips. An intermediary may receive compensation for selling other MassMutual products and MassMutual might purchase goods or services from intermediaries or their affiliates, such as educational seminars and training or pricing services. When a participant in a retirement plan funded by a MassMutual product leaves the plan and transfers the participant's beneficial interest into a MassMutual-affiliated rollover IRA, MassMutual may compensate the intermediary.

No Additional Charges: Any compensation paid under the arrangements listed above is paid from MassMutual's assets and will not result in any additional direct charges to you. If one or more of the above compensation arrangements are provided, such compensation arrangement may provide an intermediary with a financial incentive to recommend a MassMutual product over other available products whose issuers do not provide such compensation or which provide lower levels of compensation. Your intermediary can tell you whether his or her organization has entered into any such agreements with MassMutual. You may want to take such compensation arrangements into account when evaluating any recommendations regarding this MassMutual product. Applicable compensation is reported to you annually on the Form 5500 or other required form and if no form is required it will be provided on a standalone basis.

EXHIBIT F: FLOAT POLICY

This Exhibit describes MassMutual's policy with respect to the receipt and retention of earnings, including interest, dividends, and capital gains distributions, on monies held pending investment or distribution of plan assets ("Float").

MassMutual's procedure for processing various deposits, including but not limited to plan contributions, and expense payments ("Contributions") provides for prompt investment of funds according to contract obligations. When a contribution is received in good order before the cut-off time (normally 4:00 p.m. Eastern Time) on a Business Day, Contributions are valued as of the end of that Business Day. A contribution is received in "good order" when a contribution is accompanied by usable and complete data, and available funds equal to the total amount shown in the data. "Business day" is defined as each day that the New York Stock Exchange is open for business. It is MassMutual's goal to minimize the generation of Float by handling transactions as soon as possible in accordance with contract obligations. Notwithstanding this policy, amounts held pending investment may generate Float.

Float may arise in connection with various Contributions, including funds received by wire or electronic funds transfer ("EFT"). Float is generally not earned on Contributions processed via check, unless the funds are available immediately. When a contribution is received, funds are invested in overnight investments pending execution of investment directions. The Plan Sponsor understands and hereby acknowledges that funds may be invested in the following types of overnight investments: (1) institutional money market account, which earns institutional money market rates; (2) passive overnight bank sweep, which is credited with overnight bank deposit rates; or (3) corporate checking account, which is credited at a rate that is set by the bank, currently 90% of the 3-month average of the 13-week Treasury-bill rates. When funds are withdrawn at the start of the following business day in order to be invested according to investment instructions, the Plan Sponsor understands and hereby acknowledges that MassMutual retains any Float as part of its compensation. Contributions made by wire that are not in good order may earn additional Float until good order is obtained.

It is MassMutual's policy to process distributions and the corresponding withdrawals from investments as soon as possible. Notwithstanding this policy, Float may arise in connection with distributions, including those that are made by check or by EFT.

There is generally no Float generated in connection with distributions made by wire transfer. MassMutual issues a disbursement and directs the providers of Plan investment options to transfer the funds to MassMutual in an amount sufficient to satisfy the distribution request. On the date that the disbursement is issued, the funds are withdrawn from the investment options and the Plan Sponsor understands and hereby acknowledges that the funds will be invested in one of the following types of overnight investments: (1) institutional money market account, which earns institutional money market rates; (2) passive overnight bank sweep, which is credited with overnight bank deposit rates; or (3) corporate checking account, which is credited at a rate that is set by the bank, currently 90% of the 3-month average of the 13 week Treasury-bill rates. The Plan Sponsor understands and hereby acknowledges that MassMutual retains any Float that is earned on the funds from the time the disbursement is issued until such time as the disbursement is deposited or cashed as part of its compensation. Generally, in the case of a disbursement issued by check, if the check is not deposited or cashed after six months, the funds are returned to the plan as abandoned property.

Notwithstanding the foregoing, with respect to monies which are held in custody by Reliance Trust Company (or any successor custodian designated by MassMutual and appointed by the Plan Sponsor) for investment in a mutual fund through MassMutual's registered product or in a unitized outside investment option (each an "Applicable Investment"), on or after April 1, 2019 the Plan Sponsor understands and hereby acknowledges that amounts pending deposit in, or disbursement from, an Applicable Investment in accordance with Participant or Plan Sponsor direction will be invested, as described herein, in the BlackRock Liquidity Fund T-Funds (ticker symbol: TSTXX). MassMutual retains any Float that is earned on this fund. Additional information about the earnings rate is disclosed in the fund's prospectus, a copy which is available upon request. With sixty days advance notice to the Plan Sponsor, MassMutual may replace the BlackRock Liquidity Fund T-Funds with such other fund as is designated by MassMutual. Failure of the Plan Sponsor to take action pursuant to Section 6.1 in response to the designation of such replacement fund will be treated as consent to the proposed change.

**EXHIBIT H: APPROVAL SERVICES
PLAN SPONSOR DIRECTION**

Not Applicable

EXHIBIT K: FEE ROADMAP

Understanding fees is a necessary step in assessing whether or not they are reasonable compensation for the services associated with them. The types of fees described below may be associated with one or more service(s) related to your plan.

Revenue/Fees Received by MassMutual	Description of Revenue/Fees Received	Sponsor Disclosure
12b-1 Fee	These are fees that we may be paid pursuant to an agreement with the investment advisors or distributors of mutual funds other than the plan's MassMutual Premier and Select investment options that are offered either directly or through separate investment accounts on our investment platform. They can be paid for providing services in connection with the distribution and marketing of the mutual fund, including fees paid for marketing and selling fund shares, such as compensating brokers and others who sell fund shares, and paying for advertising, the printing and mailing of prospectuses to new investors, and the printing and mailing of sales literature. They also can be paid for providing shareholder services to the mutual fund investors, which include responding to investor inquiries and providing investors with information about their investments. Whether paid for distribution or shareholder services, 12b-1 fees are a form of revenue sharing when they are paid to us and are disclosed as Administrative Services Revenue. 12b-1 fees reduce the mutual fund's NAV.	Proposal/Services Agreement/ Prospectus ⁴ / Cost and Revenue Disclosure
Administrative Fees	Fees associated with administration of the plan's MassMutual Premier and Select investment options, including enrollment in and distribution from the investment option, transaction processing, and preparation and mailing of account statements and certain required notices. Administrative fees are included in a mutual fund's expense ratio.	Prospectus/Statement of Additional Information/ Cost and Revenue Disclosure
Asset charge	The asset charge is calculated based on plan assets and may be paid by the plan sponsor or deducted from participants' accounts or plan assets on a periodic basis.	Group Annuity Contract/ Proposal/ Services Agreement/ Cost and Revenue Disclosure
Distribution Processing Fee	Fee for all aspects of processing withdrawals, QDROs, RMDs, or other distributions, including payments, taxation and reporting. It is either paid by the Plan Sponsor or deducted from participants' accounts or from plan assets.	Proposal/Services Agreement/ Plan Administrator's Guide
Fee for Investor Services	These are fees that we may be paid pursuant to an agreement with a fund's investment advisor with respect to either mutual funds other than the plan's MassMutual Premier and Select investment options or bank collective trust funds that are offered either directly or through separate investment accounts on our investment platform. They are often paid by the fund's investment advisor from its revenue. MassMutual provides services to investors in mutual funds and bank collective trust funds, which include responding to investor inquiries and providing investors with information about their investments, that would otherwise be performed by the fund's investment advisor in a retail fund context. Fees for investor services are a form of revenue sharing when they are paid to us and are disclosed as Administrative Services Revenue.	Proposal/ Prospectus/ Cost and Revenue Disclosure

⁴ MassMutual has provided, or made available electronically, disclosure materials, including prospectuses and statements of additional information, provided by issuers of the plan's designated investment alternatives (or the mutual funds or bank collective trust funds underlying the plan's separate investment account investment alternatives). MassMutual makes no representations as to the completeness or accuracy of such materials provided by nonaffiliated issuers.

Revenue/Fees Received by MassMutual	Description of Revenue/Fees Received	Sponsor Disclosure
Flat Dollar Fee	This flat fee may be paid by the Plan Sponsor or deducted from plan assets on a periodic basis.	Expense Disclosure/ Services Agreement/ Cost and Revenue Disclosure
Float	Float is generated from the overnight investment of assets and may arise in connection with deposits such as plan contributions, and expense payments. Float may also arise in connection with distributions.	Services Agreement/ Float Disclosure
MassMutual U.S. (MMUS) General Investment Account investment option revenue	We offer two general classes of general account investment options. The first class of general account investment options falls into the category of guaranteed benefit policies. If your plan has a guaranteed benefit policy, then your plan is provided a guaranteed rate of interest on deposits held for a specified period of time. We commit to return the principal and the promised interest regardless of either the expenses we incur in investing the assets within our general account or the actual return on those assets (although a market value adjustment will apply to certain employer-initiated distributions). Given the nature of these investment options, there is no guarantee that we will receive a pre-set level of revenue, as we do in connection with a mutual fund advisory fee. Although we retain the difference, if any, between the guaranteed rate of interest and the investment return we actually earn on the deposits in our general account (net of expenses), this is not an additional expense to the plan. The second class of general account investment options falls into the category of transition policies. You will know you own a transition policy rather than a guaranteed benefit policy because of the annual transition policy notice you receive from MassMutual. If your plan has a transition policy, your plan is provided a rate of interest on deposits held for a specified period of time based on the actual earnings rate of that plan's interest in MassMutual's general account less a fee and risk charge of 140 basis points. Transition policies are subject to a floor rate of 0%, although a market value adjustment will apply to certain employer-initiated distributions. Under these products, the interest we credit is on an investment year methodology, with interest accrued throughout the year based on estimates of investment return net of investment expenses. Shortly after year end interest is trueed up based on actual results.	Group Annuity Contract/Proposal/ Services Agreement/ Cost and Revenue Disclosure
Investment Management Fee	Investment management fees, or "annual expense ratio," are paid directly out of the assets of the investment option to the investment advisor for managing the investment portfolio. With respect to the MassMutual Premier and Select Funds, we receive these fees in our capacity as investment advisor to these funds and they are included in a mutual fund's expense ratio.	Prospectus/Cost and Revenue Disclosure
Millennium Trust Company Automatic Rollover IRA Referral Fee	Millennium Trust Company, LLC (MTC) pays MassMutual a one-time referral fee of \$50 for IRAs with balances of \$10,000 or more, \$40 for IRAs with balances between \$500 and \$10,000, \$20 for IRAs with balances between \$100 and \$500 and \$0 for IRAs with balances less than \$100.	Form 5500 Schedule C Attachment
Non-Active-Employee Participant Fee	Fee associated with all aspects of providing direct administration of plan services to non-active-employee participants. The total revenue received by MassMutual is based on the number of participants who are not active employees (including but not limited to beneficiaries, alternate payees, terminated employees and retirees) and have a vested account balance ("non-active-employee participants"). The number of non-active-employee participants is disclosed on MassMutual's plan sponsor website. The fee may be deducted from the accounts of the non-active-employee participants on a periodic basis.	Proposal/Services Agreement/Cost and Revenue Disclosure
Optional Services' Fees	These are fees that we may be paid if you elect to receive any of the optional services described in the Services overview. These fees may be paid by the Plan Sponsor or deducted from participants' accounts or from plan assets	Services Agreement/ Plan Administrator's Guide

Revenue/Fees Received by MassMutual	Description of Revenue/Fees Received	Sponsor Disclosure
Other Investment Fees	Other investment fees (for example: account maintenance fees, or "annual expense ratio") are any expenses incurred by the investment option that are not included in any other investment-related Compensation/Fee categories. Other investment fees may include custodial, legal, accounting, transfer agent as well as shareholder service expenses paid outside of a mutual fund's 12b-1 arrangement. Other investment fees are included in a mutual fund's expense ratio.	Prospectus/ Annual Report/ Cost and Revenue Disclosure
Per Participant Fee	The participant charge is based on the number of participants and may be paid by the Plan Sponsor or deducted from participant's accounts or from plan assets on a periodic basis.	Proposal/Services Agreement/Cost and Revenue Disclosure
Securities Lending Fees	These are fees that may be received by advisors to investment funds if they lend portfolio securities to broker-dealers or other institutional borrowers. Loaned securities are secured by collateral in the form of cash, cash equivalents (such as money market instruments) or other liquid securities in an amount at least equal to the market value of the securities loaned. The advisor invests the collateral and retains a portion of the earnings from the invested collateral. Accordingly, while the earnings on the investment of the collateral are additional revenue to the advisor, they are not an additional cost to the plan that invests in the fund. Currently we do not lend our portfolio securities.	Prospectus (or other offering document)/ Statement of Additional Information
Self-Directed Brokerage Account (SDBA) Fees	<p>Self-Directed Brokerage Accounts: If your plan provides for a self-directed brokerage account option ("SDBA") from Charles Schwab & Co., Inc. (the "SDBA Broker-Dealer Firm"), we will receive fees and payments from that SDBA Broker-Dealer Firm for processing and recordkeeping services provided by us.</p> <p>We receive quarterly payments equal to 1/4th of 5 basis points (1.25 basis points per quarter), calculated based on the daily average balances of all active participant SDBA accounts, for each business day of the month during the quarter. Such quarterly payments are paid each calendar quarter in arrears. Based on 2016 reports, we estimate we received \$130,000.00 for these services in 2016, representing an average of 0.1 basis points (0.001%) of plan assets for all plans that used the SDBA service.</p>	Services Agreement
Soft Dollar Compensation	Research or other products or services, other than trade execution, provided by brokers or a third party to the investment advisor or subadvisor (if applicable) in connection with securities transactions. For those funds that use soft dollars, the benefit of such brokerage and research services accrues to the applicable fund(s). With respect to the MassMutual Premier and Select Funds, each Fund's subadvisor receives any applicable soft dollar compensation. The subadvisors to the Premier Funds are MassMutual affiliates.	Statement of Additional Information/ 120 Day Mailing
Sub-Transfer Agent (Sub-TA) Fees	These are fees we are paid pursuant to an agreement with the transfer agent of non-proprietary mutual funds that are offered on our investment platform and represent compensation we receive for providing mutual fund shareholder accounting services. Transfer agents track and record who owns how many of a mutual fund's shares. For retirement plans, the plan's recordkeeper often performs these functions instead of the transfer agent and is thus considered a sub-transfer agent and is eligible for compensation, which is a form of revenue sharing. Sub-TA fees are a form of revenue sharing when they are paid to us and are disclosed as Administrative Services Revenue.	Proposal/Cost and Revenue Disclosure
Surrender Charge	A surrender charge may apply if the plan terminates certain of our group annuity contracts. Surrender charges are typically expressed as a specified percentage of assets held in the group annuity contract and reimburse us for a portion of sales commissions we have paid but not recovered due to early contract termination. This fee is paid by the Plan Sponsor or from plan assets.	Group Annuity Contract

Revenue/Fees Received by MassMutual	Description of Revenue/Fees Received	Sponsor Disclosure
Surrender Value Make Up	If, when your plan transitioned to MassMutual, we restored a market value adjustment or surrender charge that was imposed by your prior provider, we may have temporarily imposed an, or increased your, asset charge to recover the amount restored to your impacted participants' accounts. Please check your group annuity contract or services agreement to determine if you are subject to this temporary asset charge and, if so, when it will discontinue.	Group Annuity Contract/ Services Agreement
Tax Benefits of Certain Separate Investment Accounts	We are entitled to certain tax benefits (which may include the foreign tax credit) related to the investment of our assets, including the assets of our separate investment accounts ("SIAs"), because we are the owner of the assets from which the tax benefits are derived. For the most recent tax year for which information is available, the foreign tax credits claimed for SIAs with foreign source income ranged from a high of \$31 per \$10,000 invested to a low of less than \$7 per \$10,000 invested.	Services Agreement
Third-Party Customized Asset Allocation Portfolios	If your plan elects to receive third-party plan sponsor fiduciary advice services to assist in the creation of customized asset allocation portfolios, we will receive a fee based on participant account assets invested in Third-Party Customized Asset Allocation Portfolios as compensation for processing and recordkeeping services provided by us. This periodic fee will be deducted from participants' accounts.	Services Agreement
Wrap Fees	The wrap fee is calculated based on the amount of plan assets in one or more specified plan investment options. This fee may cover the direct services the customer receives with respect to such plan investment option as well as cover general plan administrative costs we incur. The fee is deducted from the plan investment option and reduces the investment performance of such option.	Group Annuity Contract/120 Day Mailing/Cost and Revenue Disclosure

Compensation Received by Third Party	Description of Compensation	Sponsor Disclosure	Recipient of Compensation (Payee)
Commissions	We pay commissions to advisors with respect to new sales and ongoing business with MassMutual from revenue we derive from your plan, including revenue from 12b-1 fees on MassMutual's Premier and Select Investment options.	Commission Disclosure/ Cost and Revenue Disclosure	Advisor
Enrollment Reimbursement	We pay third-party administrators ("TPAs") and other service providers who perform participant enrollment services, primarily at the time of plan conversion, from revenue we derive from your plan.	Proposal/ TPA Fee Disclosure	TPA and Other Third Party Enrollers
Investment Advisory and Sub-Advisory Fee	If your plan offers MassMutual Premier or Select Funds as a plan investment option, it will pay a mutual fund investment management fee. If your plan offers a guaranteed separate investment account (SAGIC or Capital Preservation Account) as a plan investment option, it will pay a separate account management fee. In either case, we will pay a portion of the remainder of that fee, net of the annual administrative services revenue that is deducted, to the advisor or sub-advisor of the fund or account. To the extent the advisor or sub-advisor is an affiliate of MassMutual – Barings, LLC, Baring International Investment Limited ("Baring") – this will result in MassMutual and the affiliate's receipt of the entire amount of the difference between the investment option's annual plan cost and its annual administrative services revenue.	Prospectus/ Statement of Additional Information/ Cost and Revenue Disclosure	Mutual Fund Sub-advisor
Investment Option Expenses	For plan investment options other than the MassMutual Premier and Select Funds, the plan pays investment expenses composed of the investment management fee, administrative fees and, depending on the share class in which the plan invests 12b-1 fees, which are reflected in the mutual fund's expense ratio, to the mutual fund's investment advisor and other mutual fund service providers.	Prospectus/ Proposal/ Cost and Revenue Disclosure	Investment Manager
Marketing Allowance	We pay marketing allowances to advisors to support their marketing services, including for the development of marketing, advertising and promotional materials, the sponsoring of sales conferences and workshops, and the supervising of research reports, correspondence and lecture materials.	Services Agreement	Advisor
Non-monetary compensation	We provide non-monetary compensation to sales representatives who sell our products, including welfare plan compensation (health, vision, life and disability coverage), 401(k) plan compensation, pension plan compensation, participation at conferences we sponsor and other awards.	Services Agreement/ Proposal	Advisors, Agents, and Brokers, Sponsors
Override Payments	We pay override to general agents and other selling organizations to defray a portion of the cost of maintaining a sales force. The amount of the override is typically a percentage of the commissions earned by the selling organization's agents.	Commission Disclosure/ Form 5500	General Agents and Broker Dealers

Compensation Received by Third Party	Description of Compensation	Sponsor Disclosure	Recipient of Compensation (Payee)
Participant Investment Advisory Services/Manage Account Fees	If your plan elects to offer Manage My Retirement (MMR), your plan will pay a fee to a third-party investment advice provider. This fee may be paid by the Plan Sponsor, deducted from participants' accounts or plan assets or paid from revenue we derive from your plan.	Proposal/Services Agreement/Third Party's Sponsor Agreement and Fee Schedule	NextCapital Advisers, Inc.
Plan Expense Reimbursement Account (PERA) or Expense Budget Account (EBA)	If a PERA or an EBA Account is available to your plan, then at your direction, and on your plan's behalf, we will pay third parties who provide administrative services to your plan. These payments are made from revenue we derive from your plan.	Services Agreement	Third Party Plan Service Providers
QDRO Review Services Fee	If your plan elects to receive QDRO determination and administration services, then we will pay to a third-party administrator a fee for these services. This fee may be paid by the Plan Sponsor, deducted from participants' accounts or plan assets or paid from revenue we derive from your plan.	Services Agreement	QDRO.com
Self Directed Brokerage Account (SDBA) Fees	If your plan elects to offer an SDBA investment option, the broker-dealer administering the SDBA receives a per participant fee based on usage of this investment option. This fee may be paid by the Plan Sponsor, deducted from participants' accounts or plan assets or paid from revenue we derive from your plan. Participants will also pay brokerage commissions for trades under the SDBA which are described in the brokerage agreement participants enter into with the SDBA broker-dealer.	SDBA Brokerage Agreement	Charles Schwab
Shareholder Servicing Agreement Fee	We may pay a fee to your plan's advisor for providing shareholder services to the plan on behalf of the MassMutual Premier and/or Select Funds. Services provided may include: delivering current prospectuses, reports, notices, communication and other information, and providing support services, including answering participant inquiries. We pay this fee from revenue we derive from your plan, including revenue from 12b-1 fees on MassMutual's Premier and Select investment options.	Prospectus/ Cost and Revenue Disclosure	Advisor
Sponsor Third-Party Fiduciary Partnership Services Fee	If your plan elects to receive plan sponsor fiduciary partnership services, a third-party plan fiduciary will receive a fee for providing investment advice to the plan sponsor. This fee may be paid by the Plan Sponsor, deducted from participants' accounts or plan assets or paid from revenue we derive from your plan.	Proposal/ Services Agreement	Investnet Retirement Solutions (ERS)
Sub-administrative Service Fee	We may pay a fee to your plan's advisor for providing administrative services to your plan on our behalf (e.g., plan design consulting, employee communication programs, enrollment meetings, etc.) We pay this fee from revenue we derive from your plan, including revenue from 12b-1 fees on MassMutual's Premier and Select investment options.	Services Agreement	Advisor
Trust/Custody Services Fee	A fee is paid to your plan's directed trustee or custodian for providing trustee or custodial services. This fee is paid from revenue we derive from your plan.	Trust Company Disclosure	Reliance Trust Co or other trustee/custodian

Exhibit J: Required Title VI Provisions for Contractors

1. **Civil Rights – 49 USC § 47123:** MassMutual agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds MassMutual and sub-tier contractors from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2. **Nondiscrimination:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, the MassMutual, for itself, subcontractors, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree not to participate directly or indirectly in discriminatory activity or any kind and that no person on the ground of race, color, or national origin, will be subjected to discrimination in the execution of this Agreement, including employment practices (see Appendix B of 49 CFR Part 21). With respect to the Agreement, in the event of breach of the above nondiscrimination covenant, the Plan Sponsor will have the right to terminate the Agreement and to pursue should remedies against MassMutual as may be permitted by applicable law.

3. **Title VI and Related Law Compliance:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, MassMutual, for itself, subcontractors, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended from time to time, including but not limited to:
 - a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
 - l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4. **Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.:** All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. MassMutual has full responsibility to monitor compliance to the above-referenced statute and regulation. MassMutual must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation, made by MassMutual for work required under this Agreement, to be performed under a subcontract, which also includes procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by MassMutual of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, creed, color, national origin, sex, age, or disability. MassMutual will incorporate this Agreement (the Prime Contract) into its subcontract agreements, such that its subcontractors are obligated to MassMutual to the same extent MassMutual is obligated to the Plan Sponsor under the Prime Contract. However, nothing contained in the Prime Contract creates any contractual relationship between Subcontractor and the Plan Sponsor. MassMutual's subcontract agreements shall require its subcontractors to generally agree to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended, as well as those non-discrimination statutes and authorities listed in Paragraph 3, above. For purposes of compliance with this section, MassMutual shall furnish documented proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with the above.
6. **Occupational Safety and Health Act of 1970 – 20 CFR Part 1910:** All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. MassMutual must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. MassMutual retains full responsibility to monitor its compliance and its sub-MassMutuals' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). MassMutual must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
7. **Information and Reports:** The MassMutual will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Plan Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the MassMutual will so certify to the Plan Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
8. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Plan Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) Withholding payments to the MassMutual under the contract until the MassMutual complies; and/or (ii) Cancelling, terminating, or suspending a contract, in whole or in part.
9. **Incorporation of Provisions:** The MassMutual will: (i) include the above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto; and (ii) take action with respect to any subcontract or procurement as the Plan Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the MassMutual becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the MassMutual may request the Plan Sponsor to enter into any litigation to protect the interests of the Plan Sponsor. In addition, the MassMutual may request the United States to enter into the litigation to protect the interests of the United States.
10. **Veteran's Preference:** In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates