

TI TRUST

TRUE INTEGRITY FIDUCIARY SERVICES

ESOP Transaction Trustee 408(b) Fee Disclosure

1. OVERVIEW: ERISA requires employee benefit plan fiduciaries, when selecting and monitoring service providers and plan investments, to act prudently and solely in the interests of plan participants and beneficiaries. Federal regulations require that certain retirement plan service providers specifically disclose the compensation that they receive for the services they provide. This document is intended to satisfy the disclosure requirement with respect to TI-Trust.

2. SERVICES: TI-Trust serves as the independent fiduciary for an ERISA retirement plan sponsored by the Company exclusively for specific services as agreed to in the engagement agreement with TI-Trust. TI-Trust, as independent fiduciary for the services, exercises exclusive authority and discretion in carrying out the services. The specific duties of TI-Trust as independent fiduciary are outlined in greater detail in the TI-Trust engagement agreement.

3. FEES: Generally, TI-Trust fees are invoiced and paid directly by the Company. The fees charged by TI-Trust shall include, but are not limited to, the following unless specifically otherwise agreed in the engagement agreement:

3a. Services Fee: TI-Trust will charge a one-time fee for providing the services. The amount and timing of such fee is set out in the fee schedule to the engagement agreement.

3b. Fees for Extraordinary Services: Fees for extraordinary additional services, such as time excessive of standard processes in the ordinary course of providing services, shall be charged at TI-Trust's normal hourly rates then in effect up to \$400 per hour; Fees for delay in providing requested documentation may be assessed in an amount up to 15% of the annual fee.

3c. Fees for Expenses: The Company shall reimburse TI-Trust for all expenses incurred by TI-Trust in connection with the performance of its services pursuant to this Agreement. Expenses for which TI-Trust shall be entitled to reimbursement shall include, but are not limited to, charges for fees and expense of financial advisors and legal counsel and out-of-pocket expenses incurred by officers or employees of TI-Trust, such as charges for copying, postage, facsimile transmissions, private express mail deliveries, and travel expenses. To the extent that these fees are not paid directly by the Company, such amounts will be deducted directly from the plan assets.

4. Additional Disclosures:

4a. Basis of Fees: The fees and other compensation set forth in this disclosure are based in part on certain information provided to TI-Trust and the assumptions described in the engagement agreement. Such fees may be subject to revision in the event the assumptions or the information upon which the assumptions have been based is changed or as otherwise provided in the engagement agreement. All fees and other compensation are subject in their entirety to the terms and conditions of the engagement agreement.

4b. Additional Service Providers: If the plan provides the retention of outside discretionary or nondiscretionary investment advisory services for the participants, please refer to the agreement between Company and such advisor to obtain the disclosure of fees charged for such advisory services.

4c. Fiduciary Status: TI-Trust is considered a fiduciary; as such term is defined within the meaning of Section 3(21) of ERISA with respect to the services it has agreed to provide pursuant to the engagement agreement.

5. Contact: If you have questions or concerns regarding this disclosure or your fee calculation, please contact your TI-Trust account administrator or call TI-Trust at (866) 328-7878.