

Funding Vehicle offered under the Plan by the Fund Sponsor and periodically at such other time or times as may be agreed upon between the Fund Sponsor and Administrator in any services, administrative or recordkeeping agreement or agreements, all investment fees, costs and expenses, including without limitation, any surrender charges, applicable to the investment options under such Funding Vehicle.

8.3 *Current and Former Vendors.* The Administrator shall maintain a list of all Approved Vendors and Grandfathered Vendors under the Plan. Such list is hereby incorporated as part of the Plan. Each Approved Vendor and Grandfathered Vendor and the Administrator shall exchange such information as may be necessary to satisfy Section 403(b) of the Code or other requirements of applicable law. In the case of a vendor which is not eligible to receive Elective Deferrals under the Plan (including a Vendor which has ceased to be an Approved Vendor or Grandfathered Vendor eligible to receive Elective Deferrals under the Plan), the Employer shall keep such vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy Section 403(b) of the Code or other requirements of applicable law.

8.4 *Participant Education.* In accordance with the terms of any Individual Agreement and the terms of any service, administration or recordkeeping agreement or agreements between the Fund Sponsor and the Administrator, as the same may be amended from time to time, each Fund Sponsor shall make available to Participants investment education at no cost.

ARTICLE IX – ADMINISTRATION

9.1 *Plan Administrator.* The Plan will be administered by the Administrator. The Administrator will have full power to administer the Plan in all of its details. The Administrator shall have the authority to control and manage the operation and administration of the Plan.

9.2 *Authority of the Administrator.* The Administrator has all the powers and authority expressly conferred upon it herein and further shall have discretionary and final authority to determine all questions concerning eligibility and contributions under the Plan, to interpret and construe all terms of the Plan, including any uncertain terms, and to determine any disputes arising under and all questions concerning administration of the Plan. Any determination made by the Administrator shall be given deference, if it is subject to judicial review, and shall be overturned only if it is arbitrary or capricious. In exercising these powers and authority, the Administrator will always exercise good faith, apply standards of uniform application, and refrain from arbitrary action. The Administrator may employ attorneys, agents, and accountants as it finds necessary or advisable to assist it in carrying out its duties. The Administrator, by action of its Board, may designate a person or persons other than the Administrator to carry out any of its powers, authority, or responsibilities. Any delegation will be set forth in writing.

9.3 *Action of the Administrator.* Any act authorized, permitted, or required to be taken by the Administrator under the Plan, which has not been delegated in accordance with Section 9.2 above, may be taken by a majority of the members of the Commission and a majority of the members of the Council, either by vote at a meeting, or in writing without a meeting. All notices, advice, directions, certifications, approvals, and instructions required or authorized to be given by the Administrator under the Plan will be in writing and signed by either (i) a majority of

