



Please return completed Installation Packet to proposal-request@llic.com.

Instructions

1. Please review and complete **Section One** for ALL new retirement plans. Return completed documents to proposal-request@llic.com. Our team will review and let you know if there are any questions. Once all documents are in good order, our installation team will begin preparing plan documents and installing the plan(s).
2. If the plan will contain Lafayette Life insurance and/or annuities, please review and complete **Section Two**. Return these completed documents with the appropriate insurance/annuity applications to Lafayette Life New Business at icenter@llic.com.
3. If there is an existing defined contribution plan, please review and complete **Section Three**. Return these completed documents to proposal-request@llic.com.

SECTION ONE - Documentation for All New Plans

Return these completed documents to proposal-request@llic.com.

• **INSTALLATION TRANSMITTAL FORM (FORM LL-2984):**

- Complete all information.
- Agent and client sign bottom.

• **COMPANY AUTHORIZATION (choose appropriate option below):**

- If a corporation, provide completed *Minutes of a Special Meeting of the Board of Directors* (Form LL-2986).
- If an LLC, sole proprietor or partnership, provide completed *Certificate of Resolution* (Form LL-2987).

• **ADMINISTRATIVE SERVICES AGREEMENT WITH SCHEDULE OF FEES (FORM LL-2684):**

- Client signs first page.
- Client fills in contact information on page six.

• **RETIREMENT PLAN QUOTE ACKNOWLEDGEMENT & CHECK:**

- Sign and return *Quotation for Services Plan Installation and Administration* (included in final proposal).
- Check payable to "Lafayette Life" for Installation Fee. Due with Installation Documents. Send to:
400 Broadway, Cincinnati, Ohio 45202, Attention: Treasury

• **COPY OF SOLD PROPOSAL:**

- Sign and return proposal illustration page showing proposal number and contribution amounts to confirm exact proposal being installed.

• **IRS FORM SS-4:**

- Completed Form SS-4 for each plan. Ensure boxes 1-7b are completed, including Trustee Social Security number in box 7b and Trustee signature at bottom.



SECTION TWO - Plans with LLIC Insurance and Annuities

Insurance. If insurance is in the plan, please return the following completed documents to New Business at icenter@llic.com.

- **ILLUSTRATION ACKNOWLEDGEMENT FORM (FORM LL-1792):**

Client and agent sign bottom – give one copy to the client and retain one for your records.

- **QUALIFIED MARKETS DISCLOSURE (FORM LL-2988):**

Client and agent sign bottom - give one copy to the client and retain one for your records.

- **LIFE INSURANCE APPLICATIONS:**

Check “Pension Plan/Trust” in the “Owner” section.

Include Form LL-2612 with application – ONE FOR EACH APPLICATION.

Annuities. If annuities are in the plan, please return the following completed documents to New Business at icenter@llic.com.

- **QUALIFIED MARKETS DISCLOSURE (FORM LL-2988):**

Client and agent sign bottom - give one copy to the client and retain one for your records.

- **INDIVIDUAL ANNUITY APPLICATIONS:**

Check “Pension Plan/Trust” in the “Owner” section.

DOL Producer Certification (Form LL-2941) is included in the application.

Include Form LL-2612-A for individual annuity application – ONE FOR EACH APPLICATION.

- **GROUP ANNUITY APPLICATION:**

DOL Producer Certification (Form LL-2941) is included in the application.

SECTION THREE - Defined Contribution Plan Takeover Documents

If there is an existing defined contribution plan (e.g., 401(k), profit sharing), please return the following documents to proposal-request@llic.com.

Review and complete the Defined Contribution Takeover Checklist.

If Lafayette Life is taking over administration of the existing plan, complete the Takeover Hold Harmless.





Please complete all information and return with full Installation Packet to Proposal-Request@llic.com.

EMPLOYER INFORMATION

EMPLOYER NAME
[Text Input Field]

HOW IS THE COMPANY TAXED?

Corporation (C-corp or S-corp) Partnership Sole Proprietor

EMPLOYER TAX ID NUMBER **EMPLOYER FISCAL YEAR END** **PLAN YEAR**
[Text Input Field] [Text Input Field] [Text Input Field]

BUSINESS START DATE **NAICS CODE**
[Text Input Field] [Text Input Field]

BUSINESS ADDRESS
[Text Input Field]

CITY **STATE** **ZIP**
[Text Input Field] [Text Input Field] [Text Input Field]

BUSINESS PHONE **BUSINESS FAX**
[Text Input Field] [Text Input Field]

TRUSTEE EMAIL ADDRESS
[Text Input Field]

OTHER RETIREMENT PLANS

Does the Employer currently sponsor a qualified retirement plan? Yes No

If yes, what kind of plan:
[Text Input Field]

Has the Employer ever previously sponsored a retirement plan? Yes No

If yes, provide the termination date: Type of plan:
[Text Input Field] [Text Input Field]

If there is an existing defined contribution plan, is LLIC taking over administration? Yes No

If yes, please complete and return the Takeover Checklist available at:
<https://agent.llic.com/ProductsAndServices/RetirementServices/FormsAndReferenceMaterials>



EMPLOYER INFORMATION - Continued

Controlled Group

Does the owner(s) have ownership in any other businesses? Yes No

If yes, is the Employer part of a controlled group or affiliated service group? Yes No

Note: Employer's CPA or attorney can provide this info.

Is there an additional adopting Employer? Yes No

If yes, provide details:

PLAN INFORMATION

TRUSTEE NAME(S)

FINAL PROPOSAL ID/NUMBER: (found on top left of cover page of final proposal)

Allow participant loans (for Defined Contribution plans only)? Yes No

Exclude service prior to effective date for vesting purposes? Yes No

Where will plan assets be held? (complete for each applicable plan being installed)

PLAN

ASSET LOCATION

AMOUNT

\$

PLAN

ASSET LOCATION

AMOUNT

\$

PLAN SPONSOR CONTACT

Who should we contact about the plan?* Plan Sponsor Agent Both

*Note: We reserve the right to contact Plan Sponsor directly for past due fees and when otherwise deemed necessary.



PLAN INFORMATION - Continued

Print Name _____
TRUSTEE

Sign Here _____
SIGNATURE OF TRUSTEE

Date _____

Print Name _____
AGENT NAME / LAFAYETTE NUMBER

Sign Here _____
SIGNATURE OF AGENT

Date _____

Please return completed and signed document to: proposal-request@llic.com.





Minutes of a Special Meeting of The Board of Directors

A special meeting of the Board of Directors of _____ a Corporation, organized under the laws of the State of _____, was held at the principal office of the Corporation in the City and State of _____ on the _____ day of _____, 20____ at _____ o'clock in the _____, at which time a quorum of Directors was present. _____, President of the Corporation called the meeting to order and presided as Chairman thereat and _____, Secretary of the Corporation, acted as Secretary of the meeting and kept the minutes thereof.

The President stated that the meeting had been called for the purpose of considering the adoption by the Corporation of a retirement plan for the exclusive benefit of the employees of the Corporation.

A draft of the proposed plan and Trust Agreement to implement it was presented at the meeting. After full discussion and due consideration, it was, upon motion duly made and seconded, unanimously,

RESOLVED, that the proposed retirement plan and Trust Agreement implementing said plan, a copy of which shall be filed with these minutes, be and the same hereby is adopted effective _____.

RESOLVED, that the proper officers of the Corporation be, and the same hereby are, authorized and directed in the name of and on behalf of the Corporation to execute said proposed Trust Agreement with _____ as Trustees, and to pay to the Trustees each year from the funds of the Corporation such amounts as shall be necessary to carry out the provision thereof.

RESOLVED, that the compensation under all qualified retirement plans of the Corporation shall be compensation accrued for each participant during the limitation year which is the 12-month period beginning on _____ of each year.

There being no further business to come before the meeting, on motion duly made, seconded and carried, the meeting was adjourned.

CERTIFICATION

The undersigned hereby certifies that he is the duly elected and qualified Secretary of _____, and that the above is true and correct copy of the minutes of the meeting of the Board of Directors held at the Corporation in the City and State of _____ on the _____ day of _____, 20____.

Print Name _____ SECRETARY

Sign Here _____ SIGNATURE OF SECRETARY Date _____





Certification of Resolution for

_____ hereby certifies that the following is a true and correct copy of a resolution duly adopted by the Employer on the _____ day of _____, 20__.

The following resolutions were adopted:

RESOLVED that the _____ shall be effective as of _____.

There being no further business, the meeting was adjourned.

CERTIFICATION

The undersigned, of _____ hereby certifies that the above is a true, accurate and complete copy of the minutes of the meeting.

Print Name _____

Sign Here _____

Date _____





Services Agreement

This Services Agreement (the "Agreement") is entered into as of the date set forth below (the "Effective Date") by and between The Lafayette Life Insurance Company ("LLIC") with an address of 400 Broadway, Cincinnati, Ohio 45202 and _____ ("Client"), with an address as set forth below.

CLIENT CONTACT INFORMATION

BUSINESS CONTACT NAME

EMAIL ADDRESS TELEPHONE NUMBER (include area code)

ADDRESS

CITY STATE ZIP

EFFECTIVE DATE

The initial term shall be sixty (60) months from the Effective Date.

The parties have read and agree to the Terms and Conditions and Schedules annexed hereto.

ACKNOWLEDGED AND AGREED

CLIENT: THE LAFAYETTE LIFE INSURANCE COMPANY: By: By:

Name: Name:

Title: Title:

Effective Date:



SERVICES AGREEMENT TERMS AND CONDITIONS

1. The Services; Provisions of Client's Data.

a) In consideration for, and subject to, the mutual undertakings set forth herein, LLIC agrees to provide the Services set forth in the Scope of Services, attached as **Schedule A** (the "Services"). The Services may include the provision of services with respect to any employee benefit plans maintained by Client (each, a "Plan"). It is acknowledged and understood that, unless expressly stated to the contrary, any timeframes for performance and delivery set forth in any Schedule represent good faith estimates and assume that Client will take or provide whatever actions may be necessary on its part to support and facilitate the Services.

b) Changes in the scope of the Services or any other material matter set forth in a Schedule, shall be made only in writing executed by authorized representatives of both parties.

c) The Services to be provided by LLIC may require Client to deliver to LLIC certain data, documents or other information ("Client Information"), all in a timely and accurate manner. LLIC will have no obligation to test or otherwise verify the accuracy or completeness of the Client Information and LLIC will not be responsible for any errors or omissions contained therein or for the modification or correction of such errors or omissions. LLIC shall be fully protected in relying upon the accuracy and/or veracity of all information supplied by Client or Client's agents and shall have no responsibility or liability for any errors, delays or additional costs resulting from the receipt of incomplete, inaccurate or untimely information or data or information or data provided in an unacceptable manner, format or media from Client or Client's agents.

2. Term. This Agreement shall be effective as of the Effective Date and shall continue in effect thereafter for a period of sixty (60) months unless earlier terminated in accordance with the provisions of Section 11 hereof. This Agreement will automatically be extended for additional terms of twelve (12) months each. Client or LLIC may unilaterally terminate this Agreement by providing the other party thirty (30) days' written notice.

3. Fees and Expenses, Invoicing and Payment. The fees for LLIC's Services shall be set forth in the Fee Schedule, attached as **Schedule B**. In addition to the fees specified in the applicable Schedule, Client will pay to LLIC an amount equal to all out-of-pocket expenses incurred by LLIC in connection with the provision of the Services including, without limitation, copying, telephone charges, postage and the like as well as the amounts set forth in the attachment pertaining to such charges plus a 10% carrying fee on such expenses that are not paid by Client to the vendor directly.

LLIC will invoice Client for all fees and expenses due and payable by Client. Client shall pay all invoiced amounts within thirty (30) days of the receipt by Client of LLIC's invoice. Any amount not paid by Client when due shall bear interest at the rate of one and a half percent (1.5%) per month or the highest permissible rate under applicable law, whichever is less, until paid.

LLIC shall have the right to update the Fee Schedule by providing sixty (60) days' prior written notice of such changes.

4. Confidentiality.

a) Both LLIC and Client recognize that in the course of this Agreement, information will be exchanged consisting of confidential trade secret or business information ("Confidential Information"). Client Confidential Information is further defined in Section 4(d) below. Each party shall treat the other party's Confidential Information as it would treat its own confidential trade secret or business information. Except as otherwise provided in this paragraph, each party agrees not to disclose the other party's Confidential Information to anyone except its own respective employees or agents who have a need to know such information, which employees or agents will be instructed to maintain the confidentiality of the Confidential Information in the same manner as they would the confidential trade secret or business information of their own company.

b) It is understood that the foregoing obligations of confidentiality do not apply to (i) information already lawfully known to the recipient prior to the date of this agreement and which is not known by the recipient to be subject to any non-disclosure covenants, (ii) information publicly available or which becomes publicly available without a breach of this or any other agreement by the recipient (including its directors, officers, employees, agents or advisors), (iii) information rightfully received from a third party who is not known by the recipient to be bound by non-disclosure covenants with the discloser or another party, with respect to the confidential information, (iv) information independently developed by the recipient prior to receipt of such confidential information or (v) any confidential information required to be disclosed by law, legal process or regulatory authority having jurisdiction over the disclosing party. In addition, LLIC reserves the right to use non-confidential client information for press releases and marketing materials.

c) LLIC will implement reasonable security procedures, consistent with generally accepted industry standards, to prevent disclosure of Client Confidential Information to all unauthorized third parties.



d) LLIC agrees that at all times during the term of this Agreement, and for five (5) years thereafter, LLIC will hold in strictest confidence, and will not use except in connection with the Services or disclose to any third party, any Client Confidential Information. The term "Client Confidential Information" means all non-public information that Client designates, either in writing or verbally, as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. Client Confidential Information includes information relating to (i) released or unreleased Client software or hardware products, (ii) marketing or promotion of any Client product, (iii) business policies or practices of Client, (iv) customers or suppliers of Client, or information received from others that Client is obligated to treat as confidential. If LLIC has any questions as to what comprises Client Confidential Information, LLIC agrees to consult with Client. For the sake of clarity, Section 4(b) above applies to "Client Confidential Information."

e) Additional Confidential Information. The following information is also confidential for purposes of this Section 4: (i) the existence and terms of this Agreement; and (ii) information provided by Client under this Agreement or obtained or created by LLIC in the course of providing the Services, including (A) information contained in any reports provided to Client, (B) any electronic or written correspondence between the parties, (C) Client customer lists, customer information and Personal Information regardless of the source, (D) transactional, sales and marketing information related to the Services and (E) Client employee information.

5. LLIC's Proprietary Rights; Work Product. Client acknowledges and agrees that all proprietary rights (including, but not limited to, trade secrets, copyrights, trademarks, service marks, trade names, specifications, data base structures, techniques, know-how, methods, procedures and documentation) in or relating to the Services or other products used by LLIC to perform the Services, including all additions, improvements and modifications made thereto in the course of LLIC performing Services, hereunder and hereafter ("Proprietary Information"), are proprietary in nature and belong exclusively to LLIC. The work product LLIC delivers to Client in connection with this engagement is intended for Client's, and to the extent specified, certain of Client's affiliates', internal use and, except as otherwise indicated herein, Client will retain ownership of the work product and any information specific to Client's employees or business, and as such, Client shall have the exclusive right to use, reproduce and adapt it for internal purposes within its organization (and to the extent specified herein, certain of Client's affiliates) as Client deems appropriate, provided that nothing in the foregoing shall be construed to imply that Client attains any ownership interest in any Proprietary Information that may be embedded or included within such work product and LLIC will retain exclusive ownership of such Proprietary Information. To the extent any Proprietary Information is

embedded or included within any work product, Client will have a non-exclusive, non-transferable license for the term of this Agreement to use such Proprietary Information only in connection with the authorized use of the work product.

6. Independent Contractor; Service Provider; Fiduciary Status. Nothing in this Agreement is intended or shall be construed to give LLIC discretionary authority or discretionary responsibility in the management of Client's business operations or administration of any Client employee health, welfare or other benefit plan (if applicable). The relationship of LLIC (or any of its officers, directors or employees) to Client (or any of its officers, directors or employees) is intended to be only that of an independent contractor and service provider and not employee, agent, fiduciary or other similar relationship.

To the extent the Services provided in any way relate to any Plan, the parties further agree: (i) LLIC is not the administrator, plan sponsor or a fiduciary of the Plan under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (ii) LLIC Services are ministerial services provided at the direction of Client or the administrator of the Plan within a framework of data, documents, policies, interpretations, rules, practices, and procedures provided to LLIC by Client or the administrator of the Plan; (iii) the administrator of the Plan or Client (and not LLIC) has the authority to make all Plan benefit determinations; (iv) LLIC has no authority or control over eligibility under, or the administration or operation of, the Plan; (v) LLIC does not provide investment or legal advice ; (vi) LLIC is not responsible for the interpretation of any Plan document or legal, regulatory or accounting requirements applicable thereto; (vii) LLIC is not responsible or liable for verifying or determining that the Plan, or any direction or instruction of Client or the administrator of the Plan, complies with or satisfies any legal, regulatory or accounting requirement applicable thereto; (viii) LLIC has no discretionary authority, responsibility or control in the administration of the Plan; and (ix) Client and the administrator of the Plan (and not LLIC) are solely responsible for maintaining the qualified status of the Plan.

7. Limited Warranty. LLIC warrants to Client that the Services performed under this Agreement will be performed in accordance with generally accepted industry standards. EXCEPT FOR THIS EXPRESS LIMITED WARRANTY, LLIC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES TO BE PROVIDED OR ANY DELIVERABLES DELIVERED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



8. Limitation on Liability.

(a) LLIC will not be responsible for claims, damages, or liabilities arising from (i) failure to perform any Services other than those agreed to pursuant to this Agreement or; (ii) actions or failures to act based on instructions or directions from Client, the administrator of a Plan, participants in the Plan, or other service providers, or from their agents, employees, trustees, or fiduciaries; or (iii) errors or failure to provide the Services to the extent such errors or failure are caused by (A) any error or omission or delay in the data, documents or information provided by Client, the Plan administrator, or the Plan participants; (B) failure of Client to perform its obligations or provide resources as required by this Agreement or (C) any event of force majeure as set forth in Section 12 below.

(b) LLIC's cumulative aggregate liability, whether in contract, tort or otherwise, for all direct damages arising out of or relating to this Agreement in the aggregate, regardless of the number of claims, will not exceed the amounts paid or payable for the Services hereunder during the twelve (12) month period immediately following the effective date of the Agreement. For the avoidance of doubt, LLIC shall not be at risk under this Agreement for more than twelve (12) months fees.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL LLIC BE LIABLE TO CLIENT, ANY OF CLIENT'S PLANS OR PLAN ADMINISTRATORS (IF APPLICABLE), OR TO ANY BENEFICIARY OF THE SERVICES HEREUNDER, FOR INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME, GOODWILL OR DATA) ARISING OUT OF PERFORMANCE OR NON-PERFORMANCE. ALL LIMITATIONS OF SECTION 8 SHALL BE WITHOUT REGARD TO THE LEGAL THEORY OF SUCH DAMAGES, WHETHER SUCH DAMAGES ARE BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

9. Indemnity.

(a) Either party (an "Indemnifying Party") will defend, hold harmless, and indemnify the other and its respective directors, officers, employees, agents, subsidiaries, affiliates and each of their successors (each an "Indemnified Party") from and against all third-party claims, actions, demands, proceedings, damages, costs and liabilities of any kind (collectively, "Claims") to the extent that the Claims arise out of breach of this Agreement or the negligence or willful misconduct of the Indemnifying Party.

(b) LLIC and Client each shall indemnify, defend and hold harmless the other from any and all Claims, arising out

of any claims of infringement of any United States patent, or a trade secret, or any copyright, trademark, service mark, trade name or other proprietary rights alleged by a third party to have occurred in connection with this Agreement as a result of property, information or materials (together, "Materials") provided by the Indemnifying Party. A party will have no obligation to indemnify under this Section with respect to any claim of infringement based upon any modification of its Materials or the combination, operation or use of its Materials with property, information or materials that it did not supply.

(c) In the event of a claim of infringement against LLIC with respect to a software product licensed by LLIC hereunder, LLIC will have the option, at its expense, (i) to procure for Client the right to continue using such infringing software, (ii) to replace such software with non-infringing software, (iii) to modify such software to make it non-infringing, or (iv) if none of the foregoing are commercially feasible, terminate the license and discontinue that portion of the Services related to the provision of the software. LLIC's obligations under this Section 9(c) are Client's sole and exclusive remedy for any claim of infringement by any third party.

(d) Any party seeking indemnity hereunder (the "Indemnitee") shall promptly notify the other party (the "Indemnitor") of its knowledge of any Claim in respect of which it intends to seek indemnification hereunder and shall give to the Indemnitor the opportunity to control the defense or settlement of such Claim. Should the Indemnitor not move within the lesser of fifteen days or the legally available time to take control of the defense or settlement of such Claim, the Indemnitee may do so at the Indemnitor's expense. The Indemnitor shall not enter into any settlement agreement or consent to entry of judgment relating to a Claim unless the Indemnitee first receives an unconditional release from the Claim from each plaintiff or claimant and the Indemnitor. If an indemnity under this Agreement is unavailable because it is prohibited by law or public policy, then the Indemnitor shall contribute to the extent not prohibited. The Indemnitee may participate in the defense of any action with attorneys of its choosing, at Indemnitee's cost and expense.

10. Authorization and Reliance. In the event LLIC will be providing Services with respect to any Plan, Client hereby authorizes, and shall cause the administrator of the Plan to authorize, LLIC to provide information to and accept instructions from Plan participants to engage in activities permitted under the Plan by use of all means specified in this Agreement. LLIC shall be entitled to provide information to and act upon instructions received from any person representing himself or herself to be a Plan participant, including the exchange of any or all monies held in his or her account(s) under the Plan, provided that LLIC employs reasonable procedures for verifying the identity of the person to whom the information is provided or who engages in the activity. Requiring the use of the participant's Social Security



number (or other unique identifying number) and a personal identification number shall be deemed reasonable for this purpose.

11. Termination.

(a) If either party materially breaches this Agreement, and such breach is not cured within thirty (30) days after the breaching party receives written notice of the breach, then in addition to all other rights and remedies of law or equity or otherwise, the non-breaching party shall have the right to terminate the Agreement; provided, however, that if Client breaches this Agreement by failing to pay any amounts due hereunder, and such breach is not cured within such thirty (30) day period, then LLIC, in its discretion, may terminate this Agreement. Failure of the non-breaching party to exercise such rights of termination immediately upon expiration of the thirty (30) day period shall not constitute a waiver, at any time thereafter, of the non-breaching party's rights under this Section provided the breach has not been cured. In the event of termination of this Agreement, Client shall immediately pay LLIC for all Services accrued up to the effective date of the termination. During the term and for the year after expiration or termination, neither party shall solicit for employment or hire any of the other party's employees.

(b) Notwithstanding any other provision of this Agreement, if Client adopts any amendment to a Plan that LLIC reasonably determines is not consistent with LLIC's administration or operational practices, procedures or capabilities, then LLIC may immediately terminate this Agreement upon written notice thereof to Client; provided, however, that at Client's request LLIC will continue to provide the applicable Services under Client's prior Plan for a transition period not to exceed six (6) months.

(c) Obligations Upon Termination:

(i) Payments. Upon termination of this Agreement, (i) Client shall pay LLIC all unpaid amounts under this Agreement, including without limitation any early termination fees, and (ii) LLIC's obligations to provide Services under the Agreement shall cease.

(ii) Return of Information. Upon receipt by LLIC of payment of all amounts due it hereunder and a written request of Client, LLIC will return to Client all Client Information necessary to transition the work to another service provider, in a format as otherwise mutually agreed by the parties. LLIC shall have no obligation to retain Client Information. Notwithstanding the foregoing, LLIC may retain an archival copy of its records.

(iii) Transition Services. Transition services shall be provided by LLIC pursuant to a separately negotiated and executed transition services agreement detailing the scope of services and fees at the time such services are to be provided.

12. Force Majeure. LLIC will be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond its reasonable control. Without limitation of the foregoing, LLIC's nonperformance or delay of its obligations under this Agreement shall also be excused if and to the extent such nonperformance or delay results from Client's failure or delay in performance its responsibilities, with Client paying LLIC at its contract rates during the period of such nonperformance or delay.

13. Complete Agreement; Governing Law; Venue; Compliance with Laws; No Assignment; Amendment. This writing contains the entire agreement of the parties with respect to the matters dealt with herein, supersedes all previous agreements between the parties with respect to the matters dealt with herein, and there are no promises, understandings or agreements of any kind pertaining to this Agreement other than stated herein. The parties hereto intend that no third party shall have any rights or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise. This Agreement will be construed and enforced in accordance with the laws of the State of Ohio of the United States of America, without regard to its choice of law or conflicts of laws provisions. Any suit brought hereunder shall be brought in the state or federal courts sitting in Hamilton County, Ohio, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have personal jurisdiction over it. The parties agree to comply with all provisions of law applicable to this Agreement and the Services to be performed hereunder and with all applicable rules, regulations orders, and directives of all governmental bodies having jurisdiction. Client may not voluntarily or involuntarily assign its rights or delegate its duties under this Agreement to any person without the prior written consent of LLIC. This Agreement may be amended only by a writing signed by the parties hereto.

14. Overpayments.

In the event any Plan participant receives payment from a Plan of an amount greater than the amount to which such person is entitled under the specific terms of the Plan, to the extent that such overpayment was directly and proximately caused by a LLIC error, (i) LLIC shall provide to Client or the Plan, as appropriate, at LLIC's expense, such assistance in recovering such overpayments as may be reasonably requested by Client or the Plan, and (ii) upon demand by Client or the Plan, and subject to the provisions of Section 8, LLIC shall be responsible to the Client or the Plan, as the case may be, for the amount of the overpayments that are not recovered. To the extent LLIC is responsible for the overpayments not recovered, LLIC shall be subrogated to all rights of Client and the Plan to seek recovery of such overpayments, and Client shall reasonably assist LLIC in its attempts to recover such overpayments (including legal



action). Client shall not interfere with any attempts or efforts by LLIC to recover such overpayments. Notwithstanding anything herein to the contrary, in the event Client fails to provide reasonable assistance to LLIC, or otherwise interferes with LLIC's attempts to recover any overpayment, LLIC shall not be responsible for the overpayment.

17. Post-Termination Provisions. Terms that by their nature survive termination or expiration of the Agreement remain in effect, including Sections 1(c), 4-8, 11, 13-17.

15. Internet Security. LLIC does not guarantee the security of any information transmitted to or from LLIC over the internet, including through the use of e-mail. LLIC shall employ commercially reasonable methods to minimize the risk of unauthorized persons accessing Client and Plan participant information through the Websites, but LLIC shall not be responsible for any breach of security of communications exchanged over the internet.

16. Notice. Any notice or other communication given pursuant to this Agreement shall be in writing and shall be effective either (a) when delivered personally to the party for whom intended, or (b) one (1) day following delivery by commercial express delivery service (e.g., FedEx) provided such delivery provides for written receipt. Either party may designate a different address by notice to the other given in accordance herewith.

To Client:

Name: _____

Client _____

Address _____

Address _____

To LLIC:

The Lafayette Life Insurance Company
400 Broadway Street
Cincinnati, OH 45202
Attn: VP of retirement Services



SCHEDULE A SCOPE OF SERVICES

Installation Services

Installation services for the Plan included in scope:

- Supply a Trust Document
- Provide the Employer with a sample Board Resolution for use in adopting the Plan and a sample notice for use in communicating the Plan to the employees
- Assist in applying for a Letter of Determination (if applicable) from the Internal Revenue Service
- Provide a draft Summary Plan Description to the Employer for review and approval, the final version of which is to be distributed to the Plan participants
- Assist in applying for any identification numbers required by the Internal Revenue Service
- Prepare, or have prepared by third party, an actuarial valuation or allocation of accounts for the initial Plan year
- Assist in preparing the initial year's PBGC Comprehensive Premium Filing with the Pension Benefit Guaranty Corporation, if applicable.

Annual Services

Annual services for the Plan included in scope:

- Request updated census and asset data prior to the Plan's anniversary date
- Provide an annual review consisting of the following information:
 - o Summary of eligible employees in the Plan
 - o Summary of increases or decreases in insurance amounts, if applicable
 - o Calculation of benefits and contribution requirements for the Plan
 - o Actuarial certification, if applicable (Schedule SB)
 - o Calculation of vested benefits or vested account balances for all participants
 - o Individual certificate reports for distribution to all participants.
- Provide annual non-discrimination, coverage, and top-heavy test results based upon information furnished to LLIC.
- Provide review of annual plan contribution and compensation limits based upon information furnished to LLIC.
- Prepare annual report forms (Form 5500 and accompanying schedules), based upon the information furnished to LLIC
- Prepare the Form 8955-SSA filing, if applicable
- Prepare the Summary Annual Report (or Annual Funding Notice, if applicable) for the Plan Administrator's distribution to the Plan participants
- Prepare PBGC Comprehensive Premium Filing, if applicable
- Upon request, calculate the vested benefit or vested account balance for all participants who terminate during the Plan year.

Defined Contribution Annual Asset Reconciliation Services

Defined Contribution Annual Asset Reconciliation services for the Plan included in scope:

- As requested by Employer and agreed to in writing by LLIC after the date of this Agreement, or in the event the Plan Administrator does not timely prepare and furnish to LLIC the annual asset reconciliation after request by LLIC, as required below, and LLIC elects in its sole discretion (but without obligation) to provide asset reconciliation as the result thereof, LLIC shall:
 - o Request information based upon asset information and vendor contact information furnished by the Employer on all assets held by the Plan, and
 - o Assist in preparing annual asset reconciliation based on the provided information.

The Employer and Plan Administrator shall timely provide to LLIC all information and authorizations necessary for LLIC to provide asset reconciliation under this Agreement.

- In the event that the Plan elects to perform its annual asset reconciliation and does not request LLIC to provide, LLIC will request updated annual asset reconciliation data from the Plan Administrator prior to the Plan anniversary date.



Termination Services

Termination services for the Plan included in scope:

- Provide sample employer resolution for terminating the Plan
- Provide a sample Notice of Intent to Terminate for use in communicating the termination to Plan participants
- Provide final review consisting of the following information:
 - o Summary of eligible employees in the Plan
 - o Summary of increases or decreases in insurance amounts, if applicable
 - o Calculation of benefits and contribution requirements for the Plan
 - o Actuarial certification, if applicable (Schedule SB)
 - o Calculation of vested benefits or vested account balances for all participants
 - o Individual certificate reports for distribution to all participants.
- Prepare final report forms (Form 5500 and accompanying schedules), based upon the information furnished to LLIC
- Prepare final participant benefit calculations
- Prepare Plan document termination amendment (if applicable)
- Prepare the PBGC Standard Termination Filings, if applicable).

Other Services

Any other services not specifically set forth in this Schedule that are requested by Employer and agreed to in writing by LLIC after the date of this Agreement, such as preparation of Form 1099-Rs, shall be reflected by a separate Schedule as agreed upon by the parties. Those services shall be provided at the rate specified in Fee Schedule.

Timing for completion of the above services will be as mutually agreed upon by LLIC and Client.



SCHEDULE B FEES

In consideration of the Services listed on Schedule A, Client shall pay to LLIC the below fees. Changes to the Services that impact deliverables will initiate a pricing review and may result in additional fees.

A. Installation Services

Owner-only Defined Contribution	\$500
Owner-only Cash Balance	\$1,500
Defined Contribution	\$1,500
412(e)(3)	\$1,500
Traditional Defined Benefit.....	\$1,250
Cash Balance Standalone	\$1,500
Cash Balance/Defined Contribution Combination*	\$2,750
Defined Contribution Takeover Fee (each participant in excess of five)	\$75

B. Annual Services

Owner-only Defined Contribution	\$750
Owner-only Cash Balance	\$1,750
Defined Contribution	\$1,750
Additional per participant fee	\$50
412(e)(3) Fully Insured Defined Benefit	\$1,750
Traditional Defined Benefit.....	\$1,750
Additional per participant fee	\$50
Cash Balance Standalone	\$2,000
Additional per participant fee	\$50
Cash Balance/Defined Contribution Combination*	\$4,750
Additional per participant fee (fee is per person, per plan).....	\$25
PBGC Fee for PBGC-Covered Plans	\$100

C. Plan Termination Services

Defined Contribution Plan	\$1,750
Defined Benefit Plan (non-PBGC Filer)	\$1,750
Defined Benefit Plan (PBGC Filer).....	\$3,250
Defined Contribution Individual Participant Termination Calculations	\$80 per participant
Defined Benefit Individual Participant Termination Calculations	\$220 per participant

D. Additional Services

Defined Contribution Distribution (per participant)	\$85
Includes Termination, Retirement, Death, Loan, In-Service, and Hardship distribution	
QDRO Review (per participant)	\$220
Defined Benefit Distribution (per participant)	\$220
Plan Document restatement (required by DOL/IRS).....	\$750
Plan Document Amendment (discretionary plan redesign).....	\$275
Interim Required Plan Amendment	\$110
Preparation of 1099-R (per participant)	\$85



SCHEDULE B FEES - continued

E. Miscellaneous

Hourly Rate**	\$225
Late Information Surcharge***	\$500
Non-electronic Data Fee^	\$225
DB/DC Preliminary Calculations and Estimates	\$400
Rush Plan Installation^^	\$500

Notes:

* Cash Balance/Defined Contribution Combination fee applies regardless of whether Lafayette Life administers DC component. If the DB and DC plans are tested together, they receive combination pricing.

** Hourly rate will be assessed for certain non-standard requests and requests that require additional attention, including but not limited to:

- Non-standard trust accounting. Examples include plans with individual brokerage account, and plans containing individual assets located at multiple companies.
- Plan redesign, including redesign after plan documents have been created.
- Non-standard rush requests.
- Additional plan consulting beyond standard sales, installation, or administrative services.

*** Late Information Surcharge applies when complete and accurate information needed for annual administration is provided fewer than six weeks prior to the initial Form 5500 deadline (e.g. by June 15 for a July 31 Form 5500 filing).


^ Non-electric Data Fee applies when annual census information is received in non-Excel format.

^^ Rush Plan Installation is any installation requested within 30 days of the filing due date.



Retirement Plan Quote Acknowledgment

Include signed *Quotation for Services: Plan Installation and Administration*. This can be found in the final proposal



Lafayette Life Insurance Company
A member of Western & Southern Financial Group

QUOTATION FOR SERVICES: PLAN INSTALLATION AND ADMINISTRATION

Quotation For:
Sample Company, Inc.

Date: 8/16/2022
Proposal #: 58492.3
of Participants: 3

Plan Type	INSTALLATION		ANNUAL ADMINISTRATION	
	Setup	Takeover	Base Fee	Per Person
Cash Balance/DC Combo	2,250	\$ -	\$ 4,500	
	-	-	-	-
	-	-	-	-
Totals:	\$ 2,250	\$ -	\$ 4,500	\$ -

Installation Total: \$ 2,250
Annual Administration Total: \$ 4,500

Notes:


1. PBGC-covered plans have an additional charge of \$100, in addition to any fees payable to PBGC
2. Administration fees are payable on an annual basis, including first year of plan

PLEASE RETURN SIGNED QUOTE WITH COMPLETED INSTALLATION PAPERWORK

Quote accepted by:

Authorized Representative

proposal-request@lilc.com



The Lafayette Life Insurance Company
400 Broadway
Cincinnati, OH 45202

Sold Proposal Acknowledgment

Include signed proposal illustration page. This can be found in the final proposal.



**Lafayette Life
Insurance Company**

A member of Western & Southern Financial Group

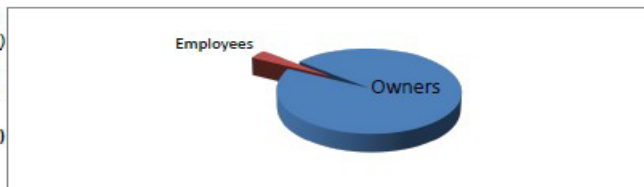
Retirement Plan Illustrations Presented For:
Sample Company, Inc.

Prop # 25339.40

	Compensation	Total Contribution (DB/DC Combo)	DC Plan			DB Plan
			401k Salary Deferral	Safe Harbor Contribution	Profit Sharing Contribution	Cash Balance Contribution
Owners						
Owner A	\$ 1,250,000	\$ 245,274	\$ 26,000	\$ -	\$ -	\$ 219,274
Owner B	\$ 290,000	\$ 187,984	\$ 26,000	\$ -	\$ -	\$ 161,984
Owner C	\$ 43,164	\$ 6,727	\$ 1,727	\$ -	\$ -	\$ 5,000
Employees						
2 Eligible Employees	\$ 262,000	\$ 15,720	\$ 10,480	\$ -	\$ 13,100	\$ 2,620
OWNER SUBTOTAL		\$ 439,985	\$ 53,727	\$ -	\$ -	\$ 386,258
EMPLOYEE SUBTOTAL		\$ 15,720	\$ 10,480	\$ -	\$ 13,100	\$ 2,620
TOTAL CONTRIBUTION		\$ 455,705	\$ 64,207	\$ -	\$ 13,100	\$ 388,878
% to Owner		97%				

SAMPLE

Tax Deductible Contribution	\$ 455,705
Less Estimated Tax Savings (40% Tax)	\$ (182,282)
Net Savings After Tax Savings	\$ 273,423
Owner Contribution	\$ 439,985
Net Cost of Plan After Tax Savings and Owner Contribution	\$ (166,562)



*For illustrative purposes only. Any changes in compensation, employment status or demographics may change these calculations.

Proposal accepted by:

Authorized Representative

Application for Employer Identification Number
 (For use by employers, corporations, partnerships, trusts, estates, churches,
 government agencies, Indian tribal entities, certain individuals, and others.)
 ▶ Go to www.irs.gov/FormSS4 for instructions and the latest information.
 ▶ See separate instructions for each line. ▶ Keep a copy for your records.

Type or print clearly.	1 Legal name of entity (or individual) for whom the EIN is being requested	
	2 Trade name of business (if different from name on line 1)	3 Executor, administrator, trustee, "care of" name
	4a Mailing address (room, apt., suite no. and street, or P.O. box)	5a Street address (if different) (Don't enter a P.O. box.)
	4b City, state, and ZIP code (if foreign, see instructions)	5b City, state, and ZIP code (if foreign, see instructions)
	6 County and state where principal business is located	
	7a Name of responsible party	7b SSN, ITIN, or EIN
8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? <input type="checkbox"/> Yes <input type="checkbox"/> No	8b If 8a is "Yes," enter the number of LLC members ▶	
8c If 8a is "Yes," was the LLC organized in the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No		
9a Type of entity (check only one box). Caution: If 8a is "Yes," see the instructions for the correct box to check.		
<input type="checkbox"/> Sole proprietor (SSN) _____ <input type="checkbox"/> Estate (SSN of decedent) _____ <input type="checkbox"/> Partnership _____ <input type="checkbox"/> Plan administrator (TIN) _____ <input type="checkbox"/> Corporation (enter form number to be filed) ▶ _____ <input type="checkbox"/> Trust (TIN of grantor) _____ <input type="checkbox"/> Personal service corporation _____ <input type="checkbox"/> Military/National Guard <input type="checkbox"/> State/local government _____ <input type="checkbox"/> Church or church-controlled organization _____ <input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government _____ <input type="checkbox"/> Other nonprofit organization (specify) ▶ _____ <input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises _____ <input type="checkbox"/> Other (specify) ▶ _____ Group Exemption Number (GEN) if any ▶ _____		
9b If a corporation, name the state or foreign country (if applicable) where incorporated	State	Foreign country
10 Reason for applying (check only one box)		
<input type="checkbox"/> Started new business (specify type) ▶ _____ <input type="checkbox"/> Banking purpose (specify purpose) ▶ _____ <input type="checkbox"/> Hired employees (Check the box and see line 13.) <input type="checkbox"/> Changed type of organization (specify new type) ▶ _____ <input type="checkbox"/> Compliance with IRS withholding regulations <input type="checkbox"/> Purchased going business _____ <input type="checkbox"/> Other (specify) ▶ _____ <input type="checkbox"/> Created a trust (specify type) ▶ _____ <input type="checkbox"/> _____ <input type="checkbox"/> Created a pension plan (specify type) ▶ _____		
11 Date business started or acquired (month, day, year). See instructions.		12 Closing month of accounting year
13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14.		14 If you expect your employment tax liability to be \$1,000 or less in a full calendar year and want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be \$1,000 or less if you expect to pay \$5,000 or less in total wages.) If you don't check this box, you must file Form 941 for every quarter. <input type="checkbox"/>
Agricultural	Household	
15 First date wages or annuities were paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) ▶		
16 Check one box that best describes the principal activity of your business.		
<input type="checkbox"/> Construction <input type="checkbox"/> Rental & leasing <input type="checkbox"/> Transportation & warehousing <input type="checkbox"/> Health care & social assistance <input type="checkbox"/> Wholesale-agent/broker <input type="checkbox"/> Real estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance & insurance <input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Wholesale-other <input type="checkbox"/> Retail <input type="checkbox"/> _____ <input type="checkbox"/> Other (specify) ▶ _____		
17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided.		
18 Has the applicant entity shown on line 1 ever applied for and received an EIN? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If "Yes," write previous EIN here ▶ _____		

Third Party Designee	Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.	
	Designee's name	Designee's telephone number (include area code)
	Address and ZIP code	Designee's fax number (include area code)
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.		Applicant's telephone number (include area code)
Name and title (type or print clearly) ▶		Applicant's fax number (include area code)
Signature ▶		Date ▶

Do I Need an EIN?

File Form SS-4 if the applicant entity doesn't already have an EIN but is required to show an EIN on any return, statement, or other document.¹ See also the separate instructions for each line on Form SS-4.

IF the applicant...	AND...	THEN...
started a new business	doesn't currently have (nor expect to have) employees	complete lines 1, 2, 4a-8a, 8b-c (if applicable), 9a, 9b (if applicable), and 10-14 and 16-18.
hired (or will hire) employees, including household employees	doesn't already have an EIN	complete lines 1, 2, 4a-6, 7a-b, 8a, 8b-c (if applicable), 9a, 9b (if applicable), 10-18.
opened a bank account	needs an EIN for banking purposes only	complete lines 1-5b, 7a-b, 8a, 8b-c (if applicable), 9a, 9b (if applicable), 10, and 18.
changed type of organization	either the legal character of the organization or its ownership changed (for example, you incorporate a sole proprietorship or form a partnership) ²	complete lines 1-18 (as applicable).
purchased a going business ³	doesn't already have an EIN	complete lines 1-18 (as applicable).
created a trust	the trust is other than a grantor trust or an IRA trust ⁴	complete lines 1-18 (as applicable).
created a pension plan as a plan administrator ⁵	needs an EIN for reporting purposes	complete lines 1, 3, 4a-5b, 7a-b, 9a, 10, and 18.
is a foreign person needing an EIN to comply with IRS withholding regulations	needs an EIN to complete a Form W-8 (other than Form W-8ECI), avoid withholding on portfolio assets, or claim tax treaty benefits ⁶	complete lines 1-5b, 7a-b (SSN or ITIN as applicable), 8a, 8b-c (if applicable), 9a, 9b (if applicable), 10, and 18.
is administering an estate	needs an EIN to report estate income on Form 1041	complete lines 1-7b, 9a, 10-12, 13-17 (if applicable), and 18.
is a withholding agent for taxes on nonwage income paid to an alien (that is, individual, corporation, or partnership, etc.)	is an agent, broker, fiduciary, manager, tenant, or spouse who is required to file Form 1042, Annual Withholding Tax Return for U.S. Source Income of Foreign Persons	complete lines 1, 2, 3 (if applicable), 4a-5b, 7a-b, 8a, 8b-c (if applicable), 9a, 9b (if applicable), 10, and 18.
is a state or local agency	serves as a tax reporting agent for public assistance recipients under Rev. Proc. 80-4, 1980-1 C.B. 581 ⁷	complete lines 1, 2, 4a-5b, 7a-b, 9a, 10, and 18.
is a single-member LLC (or similar single-member entity)	needs an EIN to file Form 8832, Entity Classification Election, for filing employment tax returns and excise tax returns, or for state reporting purposes ⁸ , or is a foreign-owned U.S. disregarded entity and needs an EIN to file Form 5472, Information Return of a 25% Foreign-Owned U.S. Corporation or a Foreign Corporation Engaged in a U.S. Trade or Business	complete lines 1-18 (as applicable).
is an S corporation	needs an EIN to file Form 2553, Election by a Small Business Corporation ⁹	complete lines 1-18 (as applicable).

¹ For example, a sole proprietorship or self-employed farmer who establishes a qualified retirement plan, or is required to file excise, employment, alcohol, tobacco, or firearms returns, must have an EIN. A partnership, corporation, REMIC (real estate mortgage investment conduit), nonprofit organization (church, club, etc.), or farmers' cooperative must use an EIN for any tax-related purpose even if the entity doesn't have employees.

² However, don't apply for a new EIN if the existing entity only (a) changed its business name, (b) elected on Form 8832 to change the way it is taxed (or is covered by the default rules), or (c) terminated its partnership status because at least 50% of the total interests in partnership capital and profits were sold or exchanged within a 12-month period. The EIN of the terminated partnership should continue to be used. See Regulations section 301.6109-1(d)(2)(iii).

³ Don't use the EIN of the prior business unless you became the "owner" of a corporation by acquiring its stock.

⁴ However, grantor trusts that don't file using Optional Method 1 and IRA trusts that are required to file Form 990-T, Exempt Organization Business Income Tax Return, must have an EIN. For more information on grantor trusts, see the Instructions for Form 1041.

⁵ A plan administrator is the person or group of persons specified as the administrator by the instrument under which the plan is operated.

⁶ Entities applying to be a Qualified Intermediary (QI) need a QI-EIN even if they already have an EIN. See Rev. Proc. 2000-12.

⁷ See also *Household employer agent* in the instructions. **Note:** State or local agencies may need an EIN for other reasons, for example, hired employees.

⁸ See *Disregarded entities* in the instructions for details on completing Form SS-4 for an LLC.

⁹ An existing corporation that is electing or revoking S corporation status should use its previously-assigned EIN.

Documents for Plans with Lafayette Life Insurance & Annuities





Illustration Acknowledgment Form for the Trustee(s) of a Qualified Pension Plan

The undersigned Trustee(s) hereby acknowledge that he/she/they are the trustee(s) of the plan identified below. He/she/they further acknowledge that he/she/they have made application to The Lafayette Life Insurance Company ("Lafayette Life") for certain whole life insurance policies on the lives of the plan participants. In connection with each application, the undersigned agent of Lafayette Life has provided an individual illustration for each plan participant for whom application has been made to Lafayette Life. Each illustration is specific to the participant's age, rating classification, policy type applied for and insurance amount for which application has been made. Complete copies of each illustration are attached to this form. There are no illustrations for any plan participant which are not attached to this form. The attached illustrations relate to the plan participants who are identified on the list which is attached hereto and incorporated by reference herein (THE ATTACHED LIST SHOULD SPECIFICALLY IDENTIFY THE NAME OF THE PLAN BY THE SAME NAME USED BELOW).

The undersigned Trustee(s) shall be the owner of each policy for which application has been made.

The undersigned Trustee(s) acknowledge that he/she/they have discussed each illustration with the undersigned agent and that he/she/they have fully reviewed each illustration with the undersigned agent. The Trustee(s) hereby state, with respect to each illustration provided on each plan participant for whom an application for insurance has been made to Lafayette Life and for which an illustration has been issued, that he/she/they have received a copy of each illustration and he/she/they understand that any non-guaranteed elements illustrated in each illustration are subject to change and could be either higher or lower than the illustrated. The Trustee(s) further state that the undersigned agent has told him/her/them that the non-guaranteed elements concerning each illustration are not guaranteed.

The undersigned agent hereby certifies that he/she has presented to the Trustee(s) a copy of each illustration for each plan participant identified above. The agent further certifies that he/she has explained to the Trustee(s) that any non-guaranteed elements illustrated in the attached illustrations are subject to change and that he/she has made no statements which are inconsistent with any of the attached illustrations.

The undersigned each acknowledge that a copy of this form shall be as valid as the original and that a copy of the fully signed form has been given to the Trustee(s).

A faxed or electronically transmitted signed document to Lafayette Life has the same legal force and effect as the original signed document and, once received, is the controlling record.

Pension Plan: _____
PENSION PLAN

Print Name _____
TRUSTEE

Sign Here _____
SIGNATURE OF TRUSTEE

Date _____

Print Name _____
TRUSTEE

Sign Here _____
SIGNATURE OF TRUSTEE

Date _____

Print Name _____
AGENT

Sign Here _____
SIGNATURE OF AGENT

Date _____

Complete three copies; one copy for the Applicant/Owner, one for the agent, return one copy to the Home Office.





Qualified Markets Employee Benefit Plan Disclosure and Purchase Approval

PLAN NAME

[Text box for Plan Name]

AGENT NAME

[Text box for Agent Name]

POLICY TYPE

[Text box for Policy Type]

The Agent has proposed that certain policies offered by The Lafayette Life Insurance Company be purchased to fund benefits under the above plan. As a part of that proposal and in accordance with The Lafayette Life Insurance Company procedures, the following information is being supplied to you.

CONTRACTUAL RELATIONSHIP

The above named Agent is contracted with The Lafayette Life Insurance Company to sell insurance and annuity policies. This contract does not limit the Agent's ability to recommend insurance or annuity policies of other insurance companies.

SALES COMMISSION

The commissions applicable to the above type of policy are a percentage of the gross premium. The Agent's commission percentage in the first policy year is ____%. The Agent's commission percentage in the second through tenth policy years is ____%. Thereafter, a service fee is payable in the amount of ____%.

FIDUCIARY ACKNOWLEDGEMENT AND APPROVAL

The undersigned fiduciary hereby acknowledges review of this disclosure form prior to the execution of any applications for the type of policy described, that the fiduciary has authority under the plan to approve the purchase, that the fiduciary will not receive, either directly or indirectly, any compensation or other consideration for his own account in connection with the transactions, and that the fiduciary is not an affiliate of either the Agent or The Lafayette Life Insurance Company.

Print Name and Title _____ TITLE AND NAME OF PLAN FIDUCIARY

Sign Here _____ SIGNATURE OF PLAN FIDUCIARY

Date _____

Print Name _____ AGENT NAME

Sign Here _____ SIGNATURE OF AGENT

Date _____





Supplement to Application Pension Plan/Trust as Owner and Beneficiary

DO NOT USE THIS FORM IF THE PENSION PLAN/TRUST IS NOT INTENDED TO BE THE OWNER AND BENEFICIARY

PROPOSED INSURED: _____ DATE OF BIRTH: _____

The following Pension Plan/Trust is hereby designated as the policy owner and beneficiary for the application submitted to The Lafayette Life Insurance Company ("Lafayette Life") on the life of the Proposed Insured.

FULL NAME OF EMPLOYER: _____

EMPLOYER'S ADDRESS: _____

FULL NAME OF PENSION PLAN/TRUST: _____

DATE OF PENSION PLAN/TRUST: _____ TAX ID NO. FOR PLAN/TRUST: _____

PRINTED NAME OF TRUSTEE(S): ADDRESS FOR PENSION PLAN/TRUST (USED FOR ALL POLICY NOTICES) - IF BLANK WILL BE EMPLOYER'S ADDRESS

Street City State Zip Code

NOTE: THIS DESIGNATION OF THE ABOVE PENSION PLAN/TRUST AS POLICY OWNER ALSO CONSTITUTES THE DESIGNATION OF SAID PLAN/TRUST AS SOLE BENEFICIARY NOTWITHSTANDING ANY DESIGNATION OF BENEFICIARY WHICH MAY BE OTHERWISE STATED ON THE APPLICATION.

By our signatures below, we agree to all of the following. The above information is true, correct and complete and forms a part of the application for insurance. The plan/trust named above is in existence and has not been terminated. The above named Trustee(s) are the duly appointed and acting trustees and no other person or entity is a Trustee of the plan/trust. If more than one Trustee is named, any Trustee can act without joinder of the other Trustees notwithstanding any instruction to the contrary, and the action of said Trustee shall be fully binding on the plan/trust, the plan sponsor, plan administrator, employer, plan beneficiaries and all Trustees of said trust. Lafayette Life can rely upon the actions of the person or persons claiming to be Trustee(s) unless and until it receives written notice at its Home Office in Cincinnati, Ohio that the Trustee(s) is no longer authorized to act on behalf of the plan/trust. Lafayette Life shall have no liability to the plan/trust, the plan sponsor, plan administrator, employer, a trustee or any plan beneficiary for any actions taken or payments made before its receipt of such written notice. The terms of the plan/trust and/or the applicable law grant to the Trustee(s) the full power and authority to purchase a life insurance policy on the life of the proposed insured and that said plan/trust has an insurable interest in the life of the proposed insured. Lafayette Life shall not be liable for the application or disposition of the proceeds of any policy by the Trustee(s). The Trustee(s) agree, jointly and severally, to fully indemnify Lafayette Life, as well as its agents, employees, officers, directors, representatives, subsidiaries, affiliates, parent companies, reinsurers, successors and assigns (hereafter collectively referred to as the "Released Parties"), for and to hold the Released Parties harmless from any and all claims (of any type or nature), demands, damages (of any type or nature), costs and attorneys' fees (at all levels) as a result of any action taken by the Trustee(s) or permitted under the applicable policy. The Released Parties have not provided any legal or tax advice of any kind to any of the undersigned. The undersigned agree to rely solely upon the tax and legal advice of their own independent advisors with respect to any tax and legal issues associated, in any way, with the plan/trust or with regard to the trust's ownership of any policy. Nothing contained herein grants to the Trustee(s) any greater rights than are provided under the terms of the applicable policy. A faxed or electronically transmitted signed Supplement to Application has the same legal force and effect as the original signed Supplement to Application and, once received, is the controlling record.

Please submit copies of the following to the Home Office regarding the adoption agreement and/or pension plan/trust document: (1) cover page and first page; (2) all pages regarding naming of Trustee(s) and Successor Trustee(s); and, (3) signature page(s). Lafayette Life reserves the right to request a complete copy of the adoption agreement and/or pension plan/trust.

Signed at _____ this date _____
(city/state) (mm/dd/yyyy)

Trustee Trustee Trustee

Witness (Agent if present) Proposed Insured



Qualified Markets Employee Benefit Plan Disclosure and Purchase Approval

PLAN NAME

[Empty text box for Plan Name]

AGENT NAME

[Empty text box for Agent Name]

POLICY TYPE

[Empty text box for Policy Type]

The Agent has proposed that certain policies offered by The Lafayette Life Insurance Company be purchased to fund benefits under the above plan. As a part of that proposal and in accordance with The Lafayette Life Insurance Company procedures, the following information is being supplied to you.

CONTRACTUAL RELATIONSHIP

The above named Agent is contracted with The Lafayette Life Insurance Company to sell insurance and annuity policies. This contract does not limit the Agent's ability to recommend insurance or annuity policies of other insurance companies.

SALES COMMISSION

The commissions applicable to the above type of policy are a percentage of the gross premium. The Agent's commission percentage in the first policy year is ____%. The Agent's commission percentage in the second through tenth policy years is ____%. Thereafter, a service fee is payable in the amount of ____%.

FIDUCIARY ACKNOWLEDGEMENT AND APPROVAL

The undersigned fiduciary hereby acknowledges review of this disclosure form prior to the execution of any applications for the type of policy described, that the fiduciary has authority under the plan to approve the purchase, that the fiduciary will not receive, either directly or indirectly, any compensation or other consideration for his own account in connection with the transactions, and that the fiduciary is not an affiliate of either the Agent or The Lafayette Life Insurance Company.

Print Name and Title _____ TITLE AND NAME OF PLAN FIDUCIARY

Sign Here _____ SIGNATURE OF PLAN FIDUCIARY

Date _____

Print Name _____ AGENT NAME

Sign Here _____ SIGNATURE OF AGENT

Date _____





Financial Representative Best Interest Certification

As evidenced by my signature below:

OWNER'S NAME (First, Middle, Last) (printed)

[Empty box for Owner's Name]

JOINT OWNER'S NAME (First, Middle, Last) (printed) (if applicable)

[Empty box for Joint Owner's Name]

- In making a recommendation of this annuity, I acted in the best interest of the Consumer.
This recommendation is based on my evaluation of the relevant Consumer profile information.
I exercised reasonable diligence, care, and skill to:
Know the Consumer's financial situation, insurance needs, and financial objectives;
Understand the available recommendation options after making a reasonable inquiry into the available options that I am licensed and authorized to recommend or sell;
Have a reasonable basis to believe the recommended option effectively addresses the Consumer's financial situation, insurance needs, and financial objectives over the life of the product, as evaluated in light of the Consumer profile information; and
Communicate the basis for the recommendation to the Consumer.
I made reasonable efforts to obtain the Consumer profile information from the Consumer.
I considered all products that I am authorized and licensed to sell that address the Consumer's financial situation, insurance needs, and financial objectives.
I have considered all factors generally relevant in making a determination whether the annuity effectively addresses the Consumer's financial situation, insurance needs, and financial objectives, including, but not limited to, Consumer profile information, characteristics of the insurer, and product costs, rates, benefits, and features.
I have a reasonable basis to believe the Consumer will benefit from certain features of the annuity.
In the case of a replacement of a policy/contract, I have considered the whole transaction, including all relevant features, benefits, and costs of the replacing and the replaced products, and exchanges or replacements within the preceding 60 months.
I have a reasonable basis to believe that the Consumer has been informed of the various features of the annuity. These features include:
Potential tax penalty
Mortality and expense fees
Potential surrender period/surrender charge
Insurance and investment components
Investment advisory fees
Any annual fees
Potential charges for and features of riders
Limitations on interest returns
Market risk
Potential changes in non-guaranteed elements
I have identified and avoided, or reasonably managed and disclosed to the Consumer any material conflicts of interest that may influence the impartiality of the annuity recommendation.
I have documented, in written format, the basis for this recommendation.
I have provided the Consumer with the required Producer Relationship Disclosure Form.
I agree to maintain and make available, upon request, to the insurer or any applicable regulator, records of the information collected, disclosures made, documentation regarding the basis of this recommendation, and any additional analysis forms and other information used in connection with this annuity contract recommendation.
I understand the insurer may contact the Consumer for additional information.

Print Name _____ AGENT NAME

Sign Here _____ SIGNATURE OF AGENT

Date _____





Supplement to Annuity Application Pension Plan/Trust as Owner and Beneficiary

DO NOT USE THIS FORM IF THE PENSION PLAN/TRUST IS NOT INTENDED TO BE THE OWNER AND BENEFICIARY

PROPOSED ANNUITANT: DATE OF BIRTH:

The following Pension Plan/Trust is hereby designated as the policy owner and beneficiary for the application for annuity submitted to The Lafayette Life Insurance Company ("Lafayette Life") naming the Proposed Annuitant.

FULL NAME OF EMPLOYER:

EMPLOYER'S ADDRESS:

FULL NAME OF PENSION PLAN/TRUST:

DATE OF PENSION PLAN/TRUST: TAX ID NO. FOR PLAN/TRUST:

PRINTED NAME OF TRUSTEE(S): ADDRESS FOR PENSION PLAN/TRUST (USED FOR ALL POLICY NOTICES) - IF BLANK WILL BE EMPLOYER'S ADDRESS

Street / Apt. No. City State Zip Code

NOTE: THIS DESIGNATION OF THE ABOVE PENSION PLAN/TRUST AS POLICY OWNER ALSO CONSTITUTES THE DESIGNATION OF SAID PLAN/TRUST AS SOLE BENEFICIARY NOTWITHSTANDING ANY DESIGNATION OF BENEFICIARY WHICH MAY BE OTHERWISE STATED ON THE APPLICATION.

By our signatures below, we agree to all of the following. The above information is true, correct and complete and forms a part of the application for annuity. The plan/trust named above is in existence and has not been terminated. The above named Trustee(s) are the duly appointed and acting trustees and no other person or entity is a Trustee of the plan/trust. If more than one Trustee is named, any Trustee can act without joinder of the other Trustees notwithstanding any instruction to the contrary, and the action of said Trustee shall be fully binding on the plan/trust, the plan sponsor, plan administrator, employer, plan beneficiaries and all Trustees of said trust. Lafayette Life can rely upon the actions of the person or persons claiming to be Trustee(s) unless and until it receives written notice at its Home Office in Cincinnati, Ohio that the Trustee(s) is no longer authorized to act on behalf of the plan/trust. Lafayette Life shall have no liability to the plan/trust, the plan sponsor, plan administrator, employer, a trustee or any plan beneficiary for any actions taken or payments made before its receipt of such written notice. The terms of the plan/trust and/or the applicable law grant to the Trustee(s) the full power and authority to purchase an annuity policy naming the proposed Annuitant (the "policy"). Lafayette Life shall not be liable for the application or disposition of the proceeds of any policy by the Trustee(s). The Trustee(s) agree, jointly and severally, to fully indemnify Lafayette Life, as well as its agents, employees, officers, directors, representatives, subsidiaries, affiliates, parent companies, reinsurers, successors and assigns (hereafter collectively referred to as the "Released Parties"), for and to hold the Released Parties harmless from any and all claims (of any type or nature), demands, damages (of any type or nature), costs and attorneys' fees (at all levels) as a result of any action taken by the Trustee(s) or permitted under the applicable policy. The Released Parties have not provided any legal or tax advice of any kind to any of the undersigned. The undersigned agree to rely solely upon the tax and legal advice of their own independent advisors with respect to any tax and legal issues associated, in any way, with the plan/trust or with regard to the trust's ownership of any policy. Nothing contained herein grants to the Trustee(s) any greater rights than are provided under the terms of the applicable policy. A faxed or electronically transmitted signed Supplement to Application has the same legal force and effect as the original signed Supplement to Application and, once received, is the controlling record.

Please submit copies of the following to the Home Office regarding the adoption agreement and/or pension plan/trust document: (1) cover page and first page; (2) all pages regarding naming of Trustee(s) and Successor Trustee(s); and, (3) signature page(s). Lafayette Life reserves the right to request a complete copy of the adoption agreement and/or pension plan/trust.

Signed at this date (city/state) (mm/dd/yyyy)

Trustee Trustee Trustee

Witness (Agent, if present) Proposed Annuitant



Documents for Plans an Existing Defined Contribution Plan





Instructions

- 1. Complete Section One if Lafayette Life will be taking over administration of your existing defined contribution plan.
2. Complete Section Two if Lafayette Life will NOT be taking over administration of your existing defined contribution plan.

Section One - Lafayette Life Will Take Over as Third-Party Administrator

Please review and provide the requested documentation to proposal-request@llic.com:

- Sign and return the Takeover Hold Harmless Agreement.
Provide copies of the following current plan documents:
- Adoption Agreement
- Trust Document
- Summary Plan Description
- Any amendments to the plan
- Most recent IRS determination/opinion letter
Provide copies of IRS Form 5500 (including all schedules) for the last two years.
Provide copies of the annual valuations (including individual account balances, individual accrued benefits, vesting percentages, and actuarial calculations) for the last two years.
Provide a copy of the plan asset statement as of the last valuation date.
Is life insurance held by the plan?
Where are plan assets currently held?
- Please arrange for Lafayette Life to receive a copy of all asset statements for those not being held by Lafayette Life.

Section Two - Lafayette Life Will NOT Take Over as Third-Party Administrator

Please review and provide the requested documentation to proposal-request@llic.com:

- Provide the name of your existing plan's current Third-Party Administrator (TPA):
Provide copies of the following current plan documents:
- Adoption Agreement
- Trust Document
- Summary Plan Description
- Any amendments to the plan
- Most recent IRS determination/opinion letter
Provide documentation showing the current plan year contribution allocations, including plan testing.





**Lafayette Life
Insurance Company**

A member of Western & Southern Financial Group

The Lafayette Life Insurance Company

400 Broadway
Cincinnati, OH 45202-3341
Toll Free: 800.243.6631
Fax: 888.558.9329
E-Mail: icenter@llic.com

Acknowledgment and Hold Harmless Agreement

To: The Lafayette Life Insurance Company

We, the undersigned, have established a tax-qualified plan in order to provide certain retirement benefits for its employees who qualify as participants (the "Plan"). We have requested that The Lafayette Life Insurance Company ("Lafayette Life") provide administrative services to the Plan in lieu of the third party currently providing administrative services to the Plan. This Acknowledgement and Hold Harmless Agreement is provided in consideration for Lafayette Life agreeing to provide administrative services in accordance with its standard Administrative Services Agreement. We hereby acknowledge that the third party currently providing administrative services to the Plan is not acting and has never acted on behalf of Lafayette Life in providing such services and that Lafayette Life is not responsible therefore. We further acknowledge that neither Lafayette Life nor any agent thereof has expressed any written or oral tax or legal advice.

We agree, on behalf of ourselves, our successors, assigns, beneficiaries and heirs, to hold Lafayette Life harmless for any administrative services or other actions or inactions by the third party currently providing administrative services to the Plan, and will not seek contribution or reimbursement from Lafayette Life for any loss, liability, damages, settlements, claims, taxes, penalties or fines, or for any expenses of litigation or administrative proceedings with all persons, entities or government agencies, including, without limitation, attorneys' fees and costs, directly or indirectly arising out of, or in any way related to any administrative services or other action or inaction by the third party currently providing administrative services to the Plan.

We understand that Lafayette Life is only responsible for carrying out its duties and obligations as set forth in any policies issued by Lafayette Life to the Plan or any written administrative services agreement between Lafayette Life and the undersigned. We further understand that we are strongly advised to secure advice and counsel from our own legal and tax advisors (e.g., our attorney or accountant) as to participation in the Plan and the tax consequences of such participation.

Plan Sponsor:

Print Name _____
AUTHORIZED PARTY

Sign Here _____
SIGNATURE OF AUTHORIZED PARTY

Date _____

Plan Trustee(s) (If different than the Plan Sponsor):

Print Name _____
TRUSTEE

Sign Here _____
SIGNATURE OF TRUSTEE

Date _____

