

Transamerica Retirement Solutions, LLC ("TRS")

Direction to Pay and to Grant Access

(For use with existing Transamerica plans – Do NOT use for plans serviced by Merrill Lynch)

TRS Contract/Plan #: (REQUIRED) 932232-00 Requested Effective Date: _____

Name of Plan ("Plan"): AGC Southwest Chapters 401(k) Plan

Transactions will be processed within 7-10 business days of receipt of this form in good order.
All transactions are calculated at the end of day/month/quarter/year and are based on the frequency selected.

Section A: Payment Source(s) and Sequence

Check only one box to establish source preference.
(NOTE – Do not complete if requesting only web access.)

<input type="checkbox"/> Default Sources and Sequence	<input type="checkbox"/> Customize the Sequence	<input checked="" type="checkbox"/> Choose Only One Source
(1) Expense budget account ("EBA") (if applicable)	Sequence # _____ EBA (if applicable)	<input checked="" type="checkbox"/> EBA* (if applicable)
(2) Forfeitures**	Sequence # _____ Forfeitures**	<input type="checkbox"/> Forfeitures**
(3) Participant balances***	Sequence # _____ Participant balances***	<input type="checkbox"/> Participant balances***

*Using an EBA-only option may result in insufficient amounts left for other plan fees or shortfall of compensation

The Plan Document must allow that forfeitures be used to pay plan expenses. *Pro-rata only.

Section B: Provider/Firm Rendering Services

(NOTE – For web access only, please complete ONLY the Provider/Firm field.)

Provider/Firm:	<u>Houston AGC</u>	Firm EIN #: (Required)	<u>740 . 49 . 0820</u>
<u>3825 Dacoma Street, Houston, TX 77092</u>			
Address:	(Street Address)	(City)	(State) (Zip)
Firm Contact Name:	<u>Ada Lam</u>	Phone #:	_____
Email Address:	<u>ada.l@agchouston.org</u>	Fax #:	_____

Section C: Individual Name: Use this section to grant/revoke access to the Plan.

Important: The Authorized Plan Representative authorizes the broker, agent or other individual to receive payment as well as the ability to have web access as indicated on this form and described on the Disclosures page.

Note: If there is an ongoing payment which will replace an existing ongoing payment or compensation structure in place for the Plan, additional documentation may be required.

Individual Name	SSN (Required)	Grant or Remove Web Access	FA/Branch IDs (when applicable)	Backup Withholding
_____ Email: _____	____ - ____ - ____	Grant Access <input type="checkbox"/> Remove Access <input type="checkbox"/> Replace existing Advisor? <input type="checkbox"/>	_____ _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
_____ Email: _____	____ - ____ - ____	Grant Access <input type="checkbox"/> Remove Access <input type="checkbox"/> Replace existing Advisor? <input type="checkbox"/>	_____ _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
_____ Email: _____	____ - ____ - ____	Grant Access <input type="checkbox"/> Remove Access <input type="checkbox"/> Replace existing Advisor? <input type="checkbox"/>	_____ _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
_____ Email: _____	____ - ____ - ____	Grant Access <input type="checkbox"/> Remove Access <input type="checkbox"/> Replace existing Advisor? <input type="checkbox"/>	_____ _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
_____ Email: _____	____ - ____ - ____	Grant Access <input type="checkbox"/> Remove Access <input type="checkbox"/> Replace existing Advisor? <input type="checkbox"/>	_____ _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
_____ Email: _____	____ - ____ - ____	Grant Access <input type="checkbox"/> Remove Access <input type="checkbox"/> Replace existing Advisor? <input type="checkbox"/>	_____ _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

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Section D-1: Payee Type

(Do not complete this section for payments to TRS)

- ☐ Registered Investment Adviser ("RIA") ☐ ERISA 3(38) Provider ☐ Trustee Fees ☐ Educational Fees
☐ ERISA 3(16) Provider ☐ Third Party Administrator ("TPA")
☐ ERISA 3(21) Provider ☐ TRS
☐ Consulting Fees ☐ Auditing/Accounting Fees
☒ Other Plan sponsor

Section D-2: Fee Amount

Rules:

1. Cannot combine Options 1 & 2.
2. Percentage of Assets to be determine by the Advisor & Client

OPTION 1

Adopting/Participating Employer Assets (Expressed as \$)			Percentage (%) of Assets		Adopting/Participating Employer Assets (Expressed as \$)			Percentage (%) of Assets
0	-	49,999	%		2,000,000	-	2,999,999	%
50,000	-	74,999	%		3,000,000	-	3,999,999	%
75,000	-	99,999	%		4,000,000	-	5,999,999	%
100,000	-	249,999	%		6,000,000	-	7,999,999	%
250,000	-	499,999	%		8,000,000	-	9,999,999	%
500,000	-	749,999	%		10,000,000	-	14,999,999	%
750,000	-	999,999	%		14,999,999	-	+	%
1,000,000	-	1,999,999	%					

OPTION 2

☐ Annual percentage of plan assets equal to:

bps

OPTION 3

☐ Flat amount annually equal to

\$

Section D-3: Payment Frequency*

(Do not complete this section for payments to TRS)

- ☒ One-Time Payment ☐ Monthly ☐ Other

*If no box is marked, the defaulted frequency will be set to Monthly.

Section E: Payment Instructions

(If applicable)

- ☒ Payable to the Plan Sponsor (Check will be mailed to the address on file for the primary contact)
☐ Payable to a Service Provider, RIA or TPA (Check mailed to the address shown in Section B)
☐ Payable to TRS (As directed, TRS will deduct the payment from the sources identified in Section A)
☐ Other

Section F: Reason Type

(Must be selected for 5500 Reporting)

- ☐ Consulting Fees ☐ Auditing/Accounting Fees ☐ Legal Fees ☐ Educational Fees ☐ Trustee Fees
☐ Investment Advisory Fees – Plan ☐ Investment Advisory Fees – Participants
☐ TPA Fees ☐ TPA Fees (Other) (Specify) _____
☐ TRS Contract Asset Charges/Asset-Based Fees ☐ TRS Fees (Other) (Specify) _____
☐ US Treasury, PBGC, Insurance Policy Payments, Membership Fees (Non-reportable Expenses)
☐ Multiple Employer Plan Sponsor Compensation Expense (Employee Name) _____
☒ Other Fees (Specify) Committee meeting lunch

Please continue to Page 3 for Disclosure Acknowledgment and Authorized Representative Signature.

Transamerica Retirement Solutions, LLC ("TRS")

Disclosure: This form is completed and signed by the Plan Sponsor, Plan "named fiduciary" (as defined in ERISA section 402(a)) ("Named Fiduciary"), Plan trustee, or other person/entity that is authorized to sign this Direction to Pay Plan Expenses ("Authorized Representative"). Neither Transamerica Life Insurance Company, Transamerica Financial Life Insurance Company, Transamerica Retirement Solutions, LLC ("TRS"), Transamerica Investors Securities Corporation, as applicable, nor Massachusetts Fidelity Trust Company (collectively, "Transamerica") is responsible for determining the appropriateness of any payment or grant of access to Plan and participant-level account information requested. TRS will rely on the information and representations provided on this form when making payments and granting access to Plan and participant-level account information. The processing of payment requests by TRS is part of the ministerial services provided by TRS under the services agreement signed by the named Authorized Representative. **With respect to the Plan, TRS is not a fiduciary, as defined by ERISA, including but not limited to sections 3(21), 3(38), and 3(16), or as otherwise set forth under statute, regulation or law. TRS does not provide tax or legal advice.**

The Authorized Representative directs TRS to make payments as indicated in this form and hereby represents that he/she is responsible for:

1. Ensuring that the expenses being paid are allowed to be paid from Plan assets and/or amounts allocated to the EBA and qualify as necessary and reasonable Plan-related expenses. Guidance may be found in: the Department of Labor's Field Assistance Bulletin 2003-3, the Advisory Opinion No. 2001-01A; and the Internal Revenue Service Revenue Ruling 2004-10.
2. Ensuring the applicability of any tax reporting requirements and any federal or state income tax withholding obligations that may be related to payments made as directed on this form. Paying eligible Plan expenses are generally subject to reporting on Form 1099-MISC to be filed with the Internal Revenue Service ("IRS"). Payments may be subject to backup withholding in the event the payee/vendor fails to provide the information required in an IRS Form W-9 or substitute form. If backup withholding is elected by the Authorized Representative, then TRS will reduce the amount payable to the payee/vendor by the appropriate percentage and will remit that amount separately to the Plan administrator or Plan sponsor for remittance to the IRS. Significant penalties apply for failure to comply with income tax reporting and withholding requirements. Please consult with a tax advisor.
3. Making required disclosures pursuant to ERISA and/or the Department of Labor's participant fee disclosure requirements or any other regulatory disclosure requirements. All payments of Plan-related fees processed from Plan assets and allocated directly from participants' accounts must be disclosed to Plan participants at the end of the quarter in which the fees were deducted. Payments made by TRS will be included on participant quarterly statements in the fee summary section. These fees will be identified as "sponsor directed" and will be deducted from participant accounts on a pro rata or per capita basis as directed by the Authorized Representative. You may wish to discuss the types of expenses that you typically direct the Plan to pay in order to increase your participants' understanding of how the Plan works and the value of the services provided that result in such charges to their accounts. Participants will be provided additional information upon request based on the reason code provided.

The Authorized Representative also:

4. Agrees, on behalf of the Plan and related trust, and, if applicable in the case of a multiple employer plan ("MEP"), the MEP and adopting/participating employers, to indemnify and hold harmless TRS, and its affiliates, including, without limitation, any issuing insurance company, service providers, directors, officers, employees, agents and attorneys, from and against any losses, claims, damages, liabilities, penalties or expenses insofar as such losses, claims, damages, liabilities, penalties or expenses arise out of, the Authorized Representative's transmission of erroneous payment and/or grant of access to Plan and participant -level data instructions, or its negligence, willful misconduct or violation of applicable laws and regulations in connection with the disbursements from Plan assets and/or amounts/credited allocated to an EBA and related income tax reporting and withholding and/or in connection with the grant of access to Plan and participant -level data.
5. Acknowledges that payments intended to be continuous will be in effect until revoked by the Authorized Representative in writing.
6. Acknowledges that if there are insufficient assets under the Plan's trust or group annuity contract, as applicable, to make payments or if the relationship between TRS and the Plan has terminated, TRS shall have no responsibility whatsoever to make any payments, including payments for services rendered prior to termination.
7. Authorizes the Individual shown in Section C to access Plan-level and participant-level account information through, among other methods, proprietary online systems maintained by TRS. TRS reserves the right to require the individual and/or firm designated in Sections B and C to be insurance-and/or securities-licensed and appointed before allowing access to the information. This access authorization will remain in effect until it is terminated and may be terminated by TRS without notice, or by an Authorized Representative at any time by written notice to TRS. Upon termination by the named Authorized Representative, the authorization to access Plan- and participant-level account information is revoked and TRS will discontinue such access as soon as reasonably possible after receipt of such termination notice.
8. The Authorized Representative authorizes the broker/agent/RIA or the individual adviser representative ("IAR") of record to receive payments as indicated on this form. If this is an ongoing payment which will replace an existing ongoing payment or compensation structure in place for the Plan, additional documentation may be required, to direct TRS to terminate such ongoing payment or compensation structure.

Signature of Authorized Representative:

Printed name:

Title:

Date:

Mail, fax or email form to: Transamerica Retirement Solutions, LLC

6400 C Street SW | Cedar Rapids, IA 52499 | Fax: (844) 749-2730 | Email: LicensingAndCommissions@Transamerica.com

Contact your Transamerica representative for any questions regarding the completion of this form.