

Executive Fax Spreadsheet Guidelines

- The ADP SIMPLE IRA® Executive Fax Spreadsheet is designed to allow participants who DO NOT get paid through the EASYPAY® payroll system to participate and contribute to the plan.
- The ADP SIMPLE IRA® Executive Fax Spreadsheet can be sent either QUATERLY (4 times a year), SEMI-ANNUALLY (2 times a year), and ANNUALLY (Once a year) to ADP.
- The ADP SIMPLE IRA® Executive Fax Spreadsheet can contain no more than 5 employees.
- The submitting of the ADP SIMPLE IRA® Executive Fax Spreadsheet is solely the responsibility of the customer, and ADP will not prompt, remind, or request any submission of the ADP SIMPLE IRA® Executive Fax Spreadsheet on the client's behalf.
- COMPANY MATCH or COELECT must be calculated by the client. Since ADP will not have access to the employee's year to date compensation because the employee is not paid through the EASYPAY0 payroll system) the client **must** provide the COELECT or COMPANY MATCH figure. In addition the clients must MONITOR their own SIMPLE IRA limits.
- The ADP SIMPLE IRA® Executive Fax Spreadsheet should be faxed to **(973) 712-7328**. Once it is received, ADP will then send a confirmation to the client. This confirmation will include the amount to be debited, and the date that said amount would be taken. PLEASE NOTE: THE CONFIRMATION CONFIRMS THAT YOUR ADP SIMPLE IRA EXECUTIVE FAX SHEET WAS RECEIVED AND PROCESSED. WITHOUT THIS CONFIRMATION, PLEASE ASSUME THAT YOUR ADP SIMPLE IRA EXECUTIVE FAX SHEET WAS NOT RECEIVED, AND THEREFORE MUST BE REFAXED!

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

Amendment to Administrative Services Agreement (the "Agreement") dated _____, 20__ between _____ with offices at (the "Client") and ADP, Inc. ("ADP") with its principal executive offices located at One ADP Boulevard, Roseland, New Jersey 07068.

WHEREAS, ADP has agreed to provide administrative services as provided under the Agreement in connection with the Client's sponsorship of a SIMPLE IRA Plan presented by ADP and Fidelity Investments (the "Plan"); and.

WHEREAS, ADP and the Client desire to amend the Agreement to change the manner in which ADP provides services there under with respect to certain employees of the Client.

NOW, THEREFORE, the Agreement is amended as follows:

Section 2 of the Agreement is hereby amended by adding the following at the end thereof:

Notwithstanding the foregoing, the following shall apply with respect to the employees of Client identified on Exhibit A who are not paid through ordinary payroll practices (the "Executive Employees"). For the identified Executive Employees, participant and employer contributions shall be made and processed once for each calendar quarter. Following the end of each calendar quarter, Client will calculate participant contributions and related employer matching contributions for the Executive Employees and send a facsimile of the calculations (the "Calculations") to a facsimile machine designated by ADP. Client will submit the Calculations on a transmittal form provided by ADP. ADP will send a return facsimile to Client acknowledging receipt of the Calculations. Client will be responsible for notifying ADP if it does not receive the confirming facsimile from ADP. ADP will not be responsible for any failure to process contributions for the Executive Employees if ADP does not receive the Calculations from Client or notification from Client that it did not receive a confirming facsimile. ADP will debit Client's designated DDA for the amount of the participant contributions and related employer matching contributions and transmit such contributions with related indicative data to Fidelity Investments (normally within 11 business days of the date ADP receives the Calculations from the Client). Client will be solely responsible for calculating participant contributions and related employer contributions for the Executive Employees and ADP will not be responsible for verifying the

Calculations. To the extent funds must be returned to Client due to a Client error in calculating or communicating to ADP contributions for the Executive Employees, ADP will take action to assist Client in such recovery. To the extent such erroneous funding was previously invested pursuant to participant direction, ADP accepts no responsibility for ultimate recovery of such erroneous funding.

Except as provided above, the Agreement shall remain in full force and effect.

CLIENT

Approved by: _____

Name: _____

Title: _____ Date: _____

ADP

Approved by: _____

Name: _____

Title: _____ Date: _____

Executive Payroll - SIMPLE IRA Contributions

Plan Number _____

Period Covered _____

Current Date _____

	Name Social	Security Number	SIMPLE IRA Deduction	Company Match
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____

Totals

*Fax Number for Confirmation of ADP receipt:

*You must receive a confirmation fax from ADP to guarantee investment of the above SIMPLE IRA Contributions.

****PLEASE NOTE: MONIES WILL BE INVESTED 10 BUSINESS DAYS FROM RECEIVING A FAX CONFIRMATION**

Please note, that ADP SIMPLE IRA product available to those individuals that process on payroll. By using this form you are taking the responsibility of monitoring all SIMPLE IRA limits for each participant on this form.