THE BENETRENDS ROBS/ ROBS+ GUARANTEE

Benetrends is so confident in our ROBS and ROBS+ Plan design, we back every current client with the Benetrends ROBS/ ROBS+ Guarantee ("Our Guarantee"). Our Guarantee ensures if you follow the terms and conditions set forth in our Engagement Agreement, Benetrends will be there to protect your plan.

Our Guarantee o ers you the following resources at no additional cost:

- Assistance with IRS or DOL inquiry responses and preparation for IRS audits for your plan.
- **Legal counsel to represent you in Tax Court if the IRS or DOL tries to disallow the retirement plan solely because of its investment in the active C-Corporation's employer stock. The allegations must be on the grounds that this transaction is being challenged as a prohibited transaction and you must have followed all Benetrends' procedures and requirements. If any penalties or interest are assessed as a result of the above allegation, Benetrends will reimburse you for such expenses.**

In order to be eligible for Our Guarantee, you must meet all of the following terms and conditions:

- The corporation must be engaged in an active business.
- **The plan's primary sponsoring entity must be a C-Corporation.**
- In addition to other investments, the Plan may purchase qualifying employer securities of only the sponsoring C-Corporation, and any related C-Corporation.
- **Anyone who intends to rollover funds into the plan must be hired as an active employee and receive W-2 compensation from the C-Corporation and satisfies any Plan provisions related to rollover contributions.**
- If you have purchased an existing business or if you want to make an additional purchase/sale of employer stock in your Corporation, a third party business valuation is required at your expense. (The business purchased needs the valuation).
- **Plan Investment vs. Personal Cash Investment. When you make an after-tax cash investment, Benetrends does not require you to provide valuation.**
- All employees who are eligible for the plan, as stated in your customized Adoption Agreement, must be provided the same investment options.
- **Investment options must be participant-directed. Diversi ed options must be made available to all participants for all plan sources. Employer stock is considered an investment option for the rollover source.**
- A Pro t Sharing contribution must be made as soon as possible, but in all events no later than the third year after the creation of the plan, if a 401(k) feature of the plan is not being utilized
- **The Benetrends ROBS/ ROBS+ Guarantee will only apply if you are a current client of Benetrends at the time of the IRS or DOL inquiry or audit. Benetrends assumes no responsibility or liability if your plan is serviced by another Third Party Administrator or Recordkeeper.**

Find out more, call 866.423.6387 or visit Benetrends.com

Benetrends' liability and obligations relative to your plan are as stated above based on the limits and terms of Our Guarantee, and Implementation Agreement. Except as stated above, The Benetrends Rainmaker Guarantee will not provide you with anything of value or pay you any money. Please be aware that Benetrends is a Record Keeper and is not the Plan Administrator, Fiduciary or Trustee of your retirement plan. If you do not follow the specifications as set in your Plan Book, which includes your Adoption Agreement, Basic Plan Document and Summary Plan Description, fail to comply with ERISA law, rules and regulations, act contrary to Benetrends' procedures or requirements, or undertake plan, corporate, investment, or stock transactions without required Benetrends review, documentation or valuation, then the Benetrends Rainmaker Guarantee shall not apply and you will be responsible for all costs and expenses related to correcting the plan, including potential penalties or services necessary to rectify the matter.