

## FIRST AMENDMENT TO INFORMATION SHARING AGREEMENT

This agreement effective October 1, 2011 (Effective Date) is the first amendment to the Information Sharing Agreement (ISA) entered into on \_\_\_\_\_ between \_\_\_\_\_ (Service Provider or Participating Service Provider), and The OMNI Financial Group, Inc., (OMNI), a New York State corporation with principal offices at Water Tower Office Park, 1099 Jay Street, Bldg F, Rochester, New York 14611.

### RECITALS

WHEREAS OMNI, having undertaken an initiative to develop a program offering for its clients that distinguishes Participating Service Providers that meet certain qualifications and standards determined by Employers to be paramount in serving the best interests of 403(b) and 457(b) plan sponsors and participants (“Preferred Provider Program” or “Program”); and

WHEREAS an advisory committee of Employers (“Committee”), having convened to determine the qualifications and standards and the Participating Service Providers that meet or exceed those standards; and

WHEREAS the Committee, having recommended Service Provider as meeting or exceeding the Committee’s qualifications and standards;

NOW, THEREFORE, OMNI and Service Provider hereby agree for Service Provider to enter into OMNI’s Preferred Provider Program by amending the ISA between them as follows:

#### 7. PREFERRED PROVIDER PROGRAM

- (a) Commencing October 1, 2011 and continuing thereafter, Employers in the State of New York shall be eligible to enroll in OMNI’s Preferred Provider Program. Starting with the first calendar quarter following an Employer’s enrollment in the Program, Service Provider shall pay a share of Employer’s 403(b) and 457(b) plan administration expenses at the rate of \$36.00 per year (“Yearly Rate”) for each account maintained by Service Provider under the Plan(s) which receive(s) contributions through OMNI (“Accounts”). OMNI shall issue an invoice to Service Provider at the start of every calendar year showing the total number of Accounts and calculating the amount due. The total number of Accounts shall be determined upon OMNI’s records of contributions to Accounts from the prior calendar year. Service Provider shall pay OMNI the amount due in equal quarterly installments within 30 days of the start of every calendar quarter. In the event of a change to the Yearly Rate, OMNI shall provide 60 days written notice to Service Provider prior to issuing a billing statement reflecting the new rate. The Yearly Rate shall be the same for all Service Providers participating in the Program.
- (b) OMNI shall inform Service Provider of an Employer’s enrollment in the Preferred Provider Program and shall maintain a list on its website of the Employers that have enrolled. OMNI reserves the right to make the Preferred Provider Program available to Employers outside the State of New York upon sixty (60) days prior written notice to Service Provider.
- (c) OMNI shall publish and maintain on its website, [www.OMNI403b.com](http://www.OMNI403b.com), a list of Participating Service Providers recommended by the Committee that have entered into this agreement (“Preferred Provider List”).
- (d) Upon Service Provider’s failure to pay any amount due in accordance with the terms of this agreement, Service Provider shall be removed from the Preferred Provider List and this agreement shall terminate. No such termination shall affect any other terms of the parties’ ISA.

- (e) Service Provider shall not enter into any other agreement which provides for Service Provider's payment of plan administration expenses for any 403(b) or 457(b) plan sponsors located in the State of New York. In the event Service Provider enters in to such an agreement, Service Provider shall be removed from the Preferred Provider List and this agreement shall terminate. No such termination shall affect any other terms of the parties' ISA.
- (f) Attached as Schedule A is a list of remitting addresses to which OMNI remits contributions to Service Provider. Service Provider shall include all entities listed on Schedule A for all purposes of this agreement. Schedule A shall be deemed to include any modifications or additions to the remitting addresses upon Service Provider's notification of such modification or addition to OMNI.
- (g) OMNI shall mail the billing invoice to the following address: \_\_\_\_\_  
\_\_\_\_\_.
- (h) There shall be no effective change to the rate of fees set forth in this agreement earlier than January 1, 2014. Thereafter, OMNI reserves the right to increase the Yearly Rate by no more than 3% per year.

IN WITNESS WHEREOF, the parties have entered into this First Amendment to the Information Sharing Agreement as of the date or dates written below. This Amendment, together with any exhibits attached hereto, and the parties Information Sharing Agreement (ISA) contain the complete and exclusive understanding and agreement of the parties.

\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**THE OMNI FINANCIAL GROUP, INC.**  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SCHEDULE A**

