



Services Agreement & Fee Disclosure

AUL Retirement Services
SHEPHERD PLAN FOR RETIREES OF ELS
G75671

Products and financial services provided by

AMERICAN UNITED LIFE INSURANCE COMPANY® | a ONEAMERICA® company
One American Square, P.O. Box 368 | Indianapolis, IN 46206-0368 | (317) 285-1877 | www.oneamerica.com



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This Agreement is effective for the 2012 Plan Year with services to begin on the date this Agreement is accepted by AUL.

General Provisions

The Plan Sponsor (hereinafter “you”), having established a retirement plan (hereinafter “Plan”), has retained American United Life Insurance Company® of Indianapolis, Indiana, a OneAmerica® company (hereinafter “we, us, our, or AUL”) to assist in providing the recordkeeping, administrative and other services described herein. “Plan Sponsor” also means “administrator” as that term is defined under ERISA §3(16)(A).

AUL is not a fiduciary or a party to the Plan. We perform administrative functions for you within a framework of policies, interpretations, rules, practices, and procedures established by you. Accordingly, you or the prior plan recordkeeper shall furnish us with all necessary information we may require to carry out our duties. All services provided by us will be based on the data maintained in our records or information supplied by you or the prior plan recordkeeper. We shall be entitled to rely exclusively upon information furnished by you or the prior plan recordkeeper and shall have no duty to look beyond such information. Material will be prepared to the extent possible based on such information and data.

Full responsibility for final completion and timely filing of regulatory forms with the Internal Revenue Service, the Department of Labor, or any other governmental agency lies with you. You shall indemnify, protect and hold us harmless from any losses, liabilities, claims and expenses in connection therewith, including counsel fees and court costs, arising out of inadequate or inaccurate data supplied by you, the Contractholder, Trustees, and other fiduciaries, or their failure to forward reports prepared by us.

AUL Group Annuity Contract

“Contract” means the AUL Group Annuity Contract used to fund your Plan. This Agreement or any Amendments thereto do not affect either party’s duties or obligations under the Contract.

Services

AUL provides numerous services to assist in the operation and management of the Plan, as well as to your employees to help them fully benefit from the Plan and its many provisions. Our services are described in Exhibit A.

Notes and Conditions:

Facsimile/Electronic Media Acceptance

Instructions provided to us by you to execute, cancel, or otherwise proceed with transactions, including those related to, but not limited to, enrollments (except for AUL American Series Annuity Enrollment Forms), loan applications, distributions, and correspondence, will be accepted via facsimile, copy, or other electronic media. This does not apply to retirement plan adoption agreements, group annuity contract applications, or amendments thereto, the New Business Agreement, or Notice, Election & Release documents.

You hereby agree that we will not be responsible for any claims, losses, liabilities, or expenses, including legal fees and expenses, resulting from any action taken or not taken by us in reliance on such instructions.



AUL Internet and Telephone Services

You instruct us to make both online (www.OneAmerica.com) account access and interactive voice response services (OneAmerica TeleServe® system) available to participants with accounts held under the Contract. In addition, you hereby appoint us as your agent for the sole purpose of executing Plan participants' investment and withdrawal instructions through the AUL Web site and telephone system. It is understood that AUL will execute Plan participants' investment instructions received through the OneAmerica TeleServe® system or the OneAmerica Web site effective as of the close of business on the valuation date, as referenced in your Contract, in which AUL receives the request. Instructions received after 4 pm Eastern Time will be effective on the next day that the New York Stock Exchange is open for trading. It is further understood that AUL has no discretion or authority to alter or decline to execute any Plan participant investment instructions received through the OneAmerica TeleServe® system or the OneAmerica Web site, unless such instructions are impossible to execute. If any such instructions are impossible to execute, AUL will so notify the participant before the instructions are accepted by OneAmerica TeleServe® system or the OneAmerica Web site. All investment instructions received and executed through the OneAmerica TeleServe® system or the OneAmerica Web site will be confirmed in writing to the Plan participant within ten business days.

Optional Services

Certain optional services are available upon request as listed in Exhibit C. These services include assistance with special plan design (e.g., Individually Designed Plans, Non-AUL Documents, advanced plan compliance and administrative/recordkeeping rework, etc.) or rework requests for any services already delivered (e.g., revised annual reporting, Form 5500 revisions, and/or revised non-discrimination testing, etc.). If the requested rework requires adjustments to a financial transaction that involves variable investment funds, you will be responsible for any loss incurred by participant accounts as a result of market fluctuations. We will not adjust any financial transaction without receipt of your written consent. Charges may apply to any rework resulting from incomplete or incorrect information supplied to us.

Fees and Payments

Payment for Services

The fees for AUL's services are described in Exhibit C and are to be paid on a quarterly basis unless otherwise specified in this Agreement or any Amendments thereto.

All fees assessed by us shall be paid in full by you on or before the applicable payment due date. If any amounts remain unpaid for a period of sixty (60) days after the payment due date, we reserve the right to do one or more of the following:

- Initiate a collection action to secure full and complete payment of any and all amounts that are past due. In the event such action is taken, you are responsible for payment of the original debt, and any and all costs necessary in such action, including, but not limited to, service fees, postage, collection agency fees, court costs and fees, attorney fees, and all other fees necessary to enforce collection and judgments concerning your debt.
- Deduct such amounts (excluding late fees, which will be billed to you) from participant accounts on a pro-rata basis, if this option is provided for in the Contract.
- Suspend or cease providing administrative service to the Plan until such time as fees are paid in full.

Fee Schedule Subject To Change

The fees described in Exhibit C are not guaranteed. At our option and upon thirty (30) days notice to you, we may amend the fee schedule by adding or changing any fee.



Assignment

We may assign our rights and obligations under this Agreement to a third party by providing thirty (30) days notice to you.

Termination

If you do not agree with or wish to reject a change to any fee, you must affirmatively reject the change in writing within 30 days of receipt of the notice of the change. AUL's receipt of such written rejection will terminate this Agreement and AUL will immediately cease providing all of the services set forth and described in this Agreement.

Either party may terminate this Agreement thereto by providing thirty (30) days written notice to the other party. If you terminate this Agreement thereto prior to the end of a Plan Year, fees for the final Plan Year will be determined and assessed assuming completion of a full Plan Year and will be due prior to valuation of assets.

This Agreement and the services performed hereunder will terminate on the effective date of termination of the Contract. Standard contract termination processing includes providing a paper listing of participant account values and a single sum payment and/or annual installment payments by check or wire transfer to you or to whomever you direct. Additional contract termination services are available for a fee. These services include transfer of electronic participant data files to a successor recordkeeper, government reporting, plan testing, and mailing checks to individual participants.

Visit us at <http://www.oneamerica.com/investmentglossary> for a glossary to assist in understanding terms used in this document.

Exhibit A: AUL Services List

AUL provides the following valuable services to benefit Plan Sponsors and participants:

- Investment screening, due diligence, and reporting
- Participant access to interactive voice response and a call center
- Plan Sponsor operational support
- Ongoing local enrollment education
- Monthly Plan Sponsor newsletters
- Plan Sponsor (eSponsor) web site
- Assistance with Participant Fee Disclosure compliance
- Web-based investment education and support
- Initial and ongoing marketing materials and support
- Availability of a SSAE16 report

AUL provides participant financial recordkeeping, which includes the following recordkeeping services:

- Availability of a loan procedure document
- Processing contributions
- Assistance with loan recordkeeping (Excludes calculation of available loan amounts or other loan administrative duties)
- Cash or accrual basis accounting
- Completed Schedules A, C, and D
- Employer plan financial reports
- Participant financial recordkeeping
- Participant quarterly statements
- Electronic enrollment
- Form 1099-R or W-2 tax reporting and Form 945 tax reporting (If Contractholder requests benefit to be payable to participant) [Form 1099-R tax reporting and Form 945 tax reporting are not available for plans that allow loans from Roth money.]

Estimate of Recordkeeping Cost:

The recordkeeping services identified above are provided to the Plan without an explicit charge, and AUL expects to receive revenue from investment management companies that is used, in part, to offset the expenses and costs of those services. Accordingly, AUL is obligated by Department of Labor regulation to provide you with a reasonable and good faith estimate of the cost of these recordkeeping services to your Plan.

To develop the estimate, AUL analyzed its 2011 expenses attributable to retirement plans funded by an AUL group annuity contract (its "Total Expenses") and subtracted expenses not directly related to providing recordkeeping services (primarily expenses related to sales, marketing and investment management functions), which left AUL's "Recordkeeping Expenses." AUL then developed a Recordkeeping Ratio, which is the ratio of Recordkeeping Expenses to Total Expenses. This Recordkeeping Ratio was applied to the retained revenue that AUL expects in connection with plans similar to yours, resulting in the estimate of the cost of recordkeeping services to your Plan. In determining whether a plan was similar to yours, AUL considered the services available to your Plan, the number of participants, and the amount of plan assets.

Based on this methodology, AUL estimates the cost of the recordkeeping services provided to your Plan to be 0.81% of the total assets under your Contract. It is important to remember that this is a reasonable and good faith estimate for the sole purpose of complying with the Department of Labor regulation.



Optional Services

If requested by the Plan Sponsor, AUL may perform additional services, such as those described below, for a fee or charge in accordance with Exhibit C to be quoted at the time the request is made:

- Administrative/Recordkeeping Work
 - Examples: Processing – Rework, Annual Report – Rework, Compliance Testing – Rework
- Advanced Plan Compliance Work
 - Examples: Restatements, IRS Filings - Voluntary Correction Program (VCP), Form 5300, etc. (excludes Form 5500), MEP Adopting Employer Amendments, Cross Testing, Legislative Restatements, Specialized Testing (Benefits, Rights and Features 401(a)(4), Compensation Ratio Testing 414(s), General Test)
- Special Plan Services
 - Examples: Individually Designed Plans, Non-AUL Plan Documents, Plan Mergers, Plan Spin-offs

All services described above are provided by AUL as a non-fiduciary service provider, except that assets held in or in connection with an insurance company separate account are considered to be plan assets under DOL regulations. As a result, AUL is considered to be an investment manager, as defined by ERISA, with respect to its separate account. However, AUL exercises no discretion with respect to the investments made by it and only purchases securities that directly correspond to the investment account within the AUL separate account that has been selected by the Plan participant.



Exhibit B: Investment Options

The following list provides the investment options available for your Plan.

NOTE: Investments having a superscript **F** (F) indicate that the investment is frozen, which means the investment will no longer accept future contributions and balances will remain in that investment.

| Investment Option Fix Int/Stable Value/Cash | Investment Type | Revenue Sharing % | Expense Ratio % |
|--|------------------------|--------------------------|------------------------|
| AUL Fixed Account (I2) | Fixed Int/Stable Val | 0.00 | 0.00 |

| Investment Option Intermediate-Term Bonds | Investment Type | Revenue Sharing % | Expense Ratio % |
|--|------------------------|--------------------------|------------------------|
| AmCent Inflation-Adjusted Bond (MR) | Inflation Protected B | 0.50 | 0.73 |
| PIMCO Total Return (Q4) | Int Term Bond | 0.60 | 1.10 |
| Oppenheimer Global Strat Inc (6A) | Multisector Bond | 0.60 | 1.34 |
| Oppenheimer Intn'l Bond Fund (63) | World Bond | 0.60 | 1.38 |

| Investment Option High Yield Bonds | Investment Type | Revenue Sharing % | Expense Ratio % |
|---|------------------------|--------------------------|------------------------|
| Amer Fds Ameri High Inc Trst (85) | High Yield Bond | 0.60 | 1.02 |
| Pioneer High Yield Fund (S7) | High Yield Bond | 0.75 | 1.46 |

| Investment Option Balanced | Investment Type | Revenue Sharing % | Expense Ratio % |
|---|------------------------|--------------------------|------------------------|
| Russell LifePoints [®] Bal Strat (Y3) | Balanced | 0.70 | 1.44 |
| Russell LifePoints [®] Cons Strat (Y1) | Balanced | 0.70 | 1.26 |
| Russell LifePoints [®] Grow Strat (Y4) | Balanced | 0.70 | 1.51 |
| Russell LifePoints [®] Mod Strat (Y2) | Balanced | 0.70 | 1.34 |

| Investment Option Large-Cap Stocks | Investment Type | Revenue Sharing % | Expense Ratio % |
|---|------------------------|--------------------------|------------------------|
| Allianz NFJ Div Val (QE) | Large Cap Value | 0.65 | 1.31 |
| Invesco Diversified Dividend (NO) | Large Cap Value | 0.60 | 0.95 |
| Oppenheimer Value (6C) | Large Cap Value | 0.60 | 1.30 |
| Pioneer Equity Income (SE) | Large Cap Value | 0.75 | 1.48 |
| Amer Fds Fundamental Inv (8C) | Large Cap Blend | 0.60 | 0.93 |
| State Street Equity 500 Index (X7) | Large Cap Blend | 0.60 | 0.70 |
| Alger Capital App Instl (R6) | Large Cap Growth | 0.75 | 1.68 |
| Amer Fds Grwth Fund Of America (81) | Large Cap Growth | 0.60 | 0.97 |
| Fidelity Adv New Insights (ET) | Large Cap Growth | 0.60 | 1.32 |
| Franklin Flex Cap Growth (W3) | Large Cap Growth | 0.65 | 1.23 |
| Janus Forty Fund (J4) | Large Cap Growth | 0.75 | 1.43 |

| Investment Option Mid-Cap Stocks | Investment Type | Revenue Sharing % | Expense Ratio % |
|---|------------------------|--------------------------|------------------------|
| Janus Perkins Mid Cap Val (J7) | Mid Cap Value | 0.75 | 1.50 |
| Lord Abbett Mid-Cap Stock (28) | Mid Cap Value | 0.65 | 1.30 |



| Investment Option Mid-Cap Stocks | Investment Type | Revenue Sharing % | Expense Ratio % |
|---|------------------------|------------------------------|----------------------------|
| Fidelity Adv LevCo Stk (EZ) | Mid Cap Blend | 0.60 | 1.35 |
| Invesco Mid Cap Core Equity (H6) | Mid Cap Blend | 0.70 | 1.46 |
| AmCent Heritage (ME) | Mid Cap Growth | 0.60 | 1.26 |
| BMO Mid-Cap Growth (BB) | Mid Cap Growth | 0.25 | 1.23 |

| Investment Option Small-Cap Stocks | Investment Type | Revenue Sharing % | Expense Ratio % |
|---|------------------------|------------------------------|----------------------------|
| Franklin Small Cap Value (W8) | Small Cap Value | 0.65 | 1.42 |
| Fidelity Adv Small Cap (EE) | Small Cap Blend | 0.60 | 1.51 |
| Nuveen Small Cap Index (4J) | Small Cap Blend | 0.65 | 1.14 |
| Oppenheimer Main St Sm&Mid Cap (68) | Small Cap Blend | 0.60 | 1.49 |
| AmCent Small Cap Growth (MT) | Small Cap Growth | 0.60 | 1.66 |
| BMO Small-Cap Growth (BC) | Small Cap Growth | 0.25 | 1.44 |

| Investment Option Foreign Stocks | Investment Type | Revenue Sharing % | Expense Ratio % |
|---|------------------------|------------------------------|----------------------------|
| Oppenheimer Develop Mkts (65) | Diversified Emerg Mkt | 0.59 | 1.70 |
| Amcent Intl Discovery (Z2) | Foreign Sm/Mid Growth | 0.60 | 1.67 |
| Goldman Sachs Struct Intl Eqty (9A) | Foreign Value | 0.60 | 1.35 |
| T Rowe Price Intl Grth & Incom (T9) | Foreign Value | 0.65 | 1.38 |
| Amer Fds EuroPacific Growth (82) | Foreign Blend | 0.60 | 1.13 |
| AmCent Intl Growth (MF) | Foreign Growth | 0.60 | 1.57 |
| Thornburg International Value (32) | Foreign Growth | 0.70 | 1.45 |

| Investment Option World Stocks | Investment Type | Revenue Sharing % | Expense Ratio % |
|---|------------------------|------------------------------|----------------------------|
| Amer Fds Capital World Gro&Inc (84) | World Stock | 0.60 | 1.10 |
| Amer Funds SmallCap World (8G) | World Stock | 0.60 | 1.41 |
| Russell LifePoints® EqGro Stra (Y5) | World Stock | 0.70 | 1.55 |

| Investment Option Specialty | Investment Type | Revenue Sharing % | Expense Ratio % |
|--|------------------------|------------------------------|----------------------------|
| AmCent Real Estate (MH) | Specialty | 0.60 | 1.41 |
| Goldman Sachs Tech Tollkeeper (98) | Specialty | 0.60 | 1.60 |
| Invesco Energy Fund (NA) | Specialty | 0.60 | 1.13 |
| Invesco Global Health Care (NC) | Specialty | 0.45 | 1.21 |
| Oppenheimer Gold & Special Min (6H) | Specialty | 0.60 | 1.45 |
| Prudential Jenn Natural Resrcs (JH) | Specialty | 0.55 | 1.18 |

| Investment Option Managed Asset Allocation | Investment Type | Revenue Sharing % | Expense Ratio % |
|---|------------------------|------------------------------|----------------------------|
| AmCent LIVESTRONG 2015 (ZF) | Mgd Asset Allocation | 0.60 | 1.03 |
| AmCent LIVESTRONG 2020 (ZG) | Mgd Asset Allocation | 0.60 | 1.06 |
| AmCent LIVESTRONG 2025 (ZH) | Mgd Asset Allocation | 0.60 | 1.08 |
| AmCent LIVESTRONG 2030 (ZI) | Mgd Asset Allocation | 0.60 | 1.11 |
| AmCent LIVESTRONG 2035 (ZJ) | Mgd Asset Allocation | 0.60 | 1.14 |
| AmCent LIVESTRONG 2040 (ZK) | Mgd Asset Allocation | 0.60 | 1.17 |
| AmCent LIVESTRONG 2045 (ZL) | Mgd Asset Allocation | 0.60 | 1.18 |
| AmCent LIVESTRONG 2050 (ZM) | Mgd Asset Allocation | 0.60 | 1.20 |



| Investment Option Managed Asset Allocation | Investment Type | Revenue Sharing % | Expense Ratio % |
|---|------------------------|------------------------------|----------------------------|
| AmCent LIVESTRONG Income (ZN) | Mgd Asset Allocation | 0.60 | 1.00 |

AUL and/or its affiliate, OneAmerica Securities, Inc. ("OAS") have contractual arrangements with the investment management companies that provide mutual funds or collective trusts that underlie the investment options offered by AUL in your group annuity contract. Pursuant to these arrangements, AUL and/or OAS receive revenue sharing payments from the investment management companies as compensation for providing plan participant recordkeeping, communication, marketing, distribution and other services to the investment management companies. These revenue sharing amounts consist of a portion of the expense ratio of the underlying mutual fund or collective trust investment and can take the form of 12b-1 fees, subtransfer agency fees, shareholder servicing fees or other types of fees. The amount of revenue sharing received by AUL and/or OAS varies from one underlying investment option to another and is shown on the investment chart above.

Included in these revenue sharing amounts are those paid to OAS by OneAmerica Funds, Inc., an AUL and OAS affiliate.



Exhibit C: Fee Schedule

This document is intended to provide the Plan Sponsor and all Plan fiduciaries with the information necessary for them to make informed decisions about the services to be provided by AUL in connection with the referenced Plan and the cost of these services. In providing this information, this document will serve as the initial fee disclosure document required by the U.S. Department of Labor (DOL) regulation §2550.408b-2(c).

An AUL group annuity contract(s) is the funding vehicle(s) for the Plan. This Contract includes the investment options selected in Exhibit B.

AUL credits interest to amounts allocated to either the AUL Fixed Interest Account or AUL Stable Value Account investment options at interest rates determined and declared in advance by AUL. All such rates will be equal to or greater than any applicable minimum guaranteed interest rate. At all times amounts allocated to these options and all interest credited is fully guaranteed by AUL and backed by the assets of AUL's general account.

Variable investment options are provided through investment accounts within an AUL separate account, which are supported by securities purchased as directed by the group annuity contractholder and/or Plan participants. In general these securities are shares of mutual funds and/or collective investment trusts that have been screened and selected by AUL to provide multiple options based upon different investment styles and objectives.

In addition to providing the group annuity contract(s) as the funding vehicle(s) for the Plan, AUL will provide the services listed in Exhibit A.

In compensation for its professional services in connection with providing the group annuity contract(s) as funding vehicle(s), providing recordkeeping and administrative services and the acquisition costs, compliance support, sales office expenses, overhead, sales commissions, annuity purchase rate guarantees, reasonable profit, and other related costs, AUL receives compensation from the following:

- **Direct charges:** These are charges that are billed to the Plan Sponsor or deducted from participant accounts if properly authorized.
- **Asset Charge:** This charge is a stated percentage of the assets in the variable separate account investment options and may be collected by way of the calculation of the unit price of a separate account investment option.
- **Revenue Sharing:** These are amounts received from the investment management companies that provide the mutual funds or collective trust investments that underlie the separate account investment option offered by AUL in the Contract.

Fees for plan administrative, legal, accounting, and other services are paid by the Plan Sponsor. However, the Plan Sponsor may direct that these fees be assessed against participant accounts on a pro rata or per capita basis.



Direct Administrative Fees:

| Other Administrative Fees | | |
|---|---------------|---|
| Fee Type | Amount | Description |
| Contribution Census System Non-Usage | \$1,000 | An annual fee |
| Administrative/Recordkeeping Work (ARW) | \$100 | Optional Service, per hour |
| Advanced Plan Compliance Work (APCW) | \$200 | Optional Service, per hour |
| Special Plan Services (SPS) | \$1,000 | Optional Service, per year or per event |

Direct Contract Termination Fees (also may apply to Individual Participant Withdrawals):

| Other Contract Termination Fees | | |
|--|---------------|--|
| Fee Type | Amount | Description |
| Market Value Adjustment | Variable | Please consult a copy of the AUL Group Annuity Contract provided to the Plan Sponsor for more information. |
| Test File Package | \$500 | Refer to the AUL Glossary at http://www.oneamerica.com/investmentglossary |
| Electronic Deconversion File Package | \$1,000 | Refer to the AUL Glossary at http://www.oneamerica.com/investmentglossary |

Investment Option Charge (IOC):

The AUL portion of the IOC is calculated using the following asset charge.

Asset Charge:

| The variable investment plus (VIP) feature applies to participant variable account balances. The VIP Credit amounts are calculated using the monthly equivalents of the annual factors. | | | |
|--|--|---------------------------------|---|
| A portion of the charge may be paid to the Third Party Administrator of your Plan. | | | |
| Aggregate Month-End Plan Investment Account Value (Minimum) | Aggregate Month-End Plan Investment Account Value (Maximum) | Annual VIP Credit Factor | Effective Net Asset Charge After VIP |
| \$0 | \$749,999 | 1.05% | 0.20% |
| \$750,000 | \$1,499,999 | 1.05% | 0.20% |
| \$1,500,000 | \$2,499,999 | 1.05% | 0.20% |
| \$2,500,000 | \$4,999,999 | 1.05% | 0.20% |
| \$5,000,000 | \$9,999,999 | 1.05% | 0.20% |
| \$10,000,000+ | | 1.05% | 0.20% |



Non-AUL Fees:

In addition, the Plan Sponsor has authorized the collection of fees for other plan services providers from participant accounts. No portion of these fees will be retained by AUL. These fees are as follows:

| Other Plan Service Provider Fees | | |
|---|--------------------------|--|
| Fee Type | Amount | Description |
| Redemption Fee | Variable | A fee assessed to a participant account by an investment management company if shares of a particular mutual fund are purchased and sold within the minimum holding period determined by the investment management company. No portion of this fee will be retained by AUL. A detailed description of a redemption fee calculation can be found on eSponsor or Account Services (R-21389). |
| TPA Assessed Fee Collection | Detailed by TPA Fee Type | The type of fees and amounts are based on your arrangement with a Third Party Administrator |
| Annual Admin Service | Variable | Fee amount is determined by the TPA |
| Per Participant | Variable | Fee amount is determined by the TPA |
| Loan Initiation | \$150 | Fee per loan is deducted from the participant's account at the time of distribution |
| One Time Miscellaneous | Variable | Fee amount is determined by the TPA |