

This Recordkeeping Services Agreement (the "Agreement") is entered into by the parties identified below as the Employer and the Service Provider, and with respect to Exhibit D (Custodial Agreement), the Trustee and Capital Bank and Trust Company.SM The Employer agrees to purchase, and the Service Provider agrees to provide certain recordkeeping services to the retirement plan sponsored by the Employer and serviced by the Third-Party Administrator ("TPA") on the terms and conditions set forth below. The Employer acknowledges that the Service Provider's responsibilities to the Employer and the Plan are limited to those described herein.

I. Definitions

Authorized Signer

Means any person designated by the Employer, in writing to the Service Provider, as authorized to provide Employer Instructions. If more than one person is designated as an Authorized Signer, the Service Provider may rely on any one such person to authorize a transaction.

Billing Date

Means the last business day of the first Recordkeeping Quarter ending on or after the Services Start Date and the last business day of each successive Recordkeeping Quarter, including the Services Termination Date.

Custodian

Means Capital Bank and Trust Company and any assignee or successor thereof.

Employer

Means the legal entity that has established and maintains the Plan and that has executed the Agreement.

Employer Instructions

Means such information and instructions that the Service Provider may require to perform its services under this Agreement and that are sent to the Service Provider by the Employer, the TPA or any other person designated by the Employer, in writing or in any electronic medium, to provide Employer Instructions.

ERISA

Means the Employee Retirement Income Security Act of 1974, as amended, and regulations issued thereunder.

Financial Professional

Means the broker-dealer firm, if any, hired by the Employer or Plan.

Invoice Date

Means the date upon which an invoice is prepared stating the amount of any fees payable as of the most recent Billing Date.

Plan

Means the retirement plan that the Employer has established.

Recordkeeping Quarter

Means the three (3) month period beginning on the first day of the month that coincides with or includes the Services Start Date and each successive three (3) month period.

Recordkeeping Year

Means the one-year period beginning on the first day of the month that coincides with or includes the Services Start Date and each successive one-year period (or less in the event of termination of the Agreement).

Service Provider

Means Capital Research and Management CompanySM and any assignee or successor thereof.

Services Start Date

Means the first business day upon which Plan asset records are maintained on the recordkeeping system of the Service Provider.

Services Termination Date

Means the last business day of the Recordkeeping Quarter that coincides with or follows the later of (1) the 60th day after the receipt of the written notice referred to in Section XI of the Agreement, or (2) the date upon which there are no Plan asset records maintained on the recordkeeping system of the Service Provider.

Third-Party Administrator (TPA)

Means the legal entity or person authorized to participate in the RecordkeeperDirect program that is appointed by the Employer to provide plan administrative and compliance services to the Plan.

Trustee

Means Capital Bank and Trust Company and any assignee or successor thereof or a person or group of persons designated by the Employer. When appointed Trustee to the Plan, Capital Bank and Trust Company is a fiduciary to the Plan according to Department of Labor interpretations.

II. Services provided

The Service Provider agrees to perform the recordkeeping services specified in the attached Exhibit A with respect to the Plan. These services may be provided by affiliates or agents of the Service Provider and, to the extent so provided, such affiliates and agents shall have the full benefit of this Agreement. In addition, the Employer may select from the ancillary services described in the attached Exhibit B.

Plans that are established on the recordkeeping system but not funded within six (6) months may have their accounts with the Service Provider closed. Plans that wish to re-establish accounts will be subject to the terms and conditions, including the Exhibit B in effect at the time of re-establishment.

III. Fees

Recordkeeping Fees

As compensation for the services provided under this Agreement, the Service Provider shall be entitled to fees described in Exhibit B and payments from the Plan's investment options described in Exhibit C.

(a) One-time Installation Fee

The one-time installation fee described in Exhibit B will be billed in arrears to the Employer on the Plan's first Invoice Date.

(b) Standard and Ancillary Fees

The standard and ancillary fees payable to the Service Provider will be billed quarterly in arrears to the Employer on the Invoice Date and will be determined by reference to Exhibit B: (1) using the number of participants with an account balance at any time during the Recordkeeping Quarter immediately preceding the Invoice Date; and (2) including any ancillary fees incurred for services rendered during the Recordkeeping Quarter immediately preceding the Invoice Date.

For purposes of calculating fees for a Plan's first Recordkeeping Year, a Plan's average account balance is determined by dividing the total Plan assets by the total number of Plan participants with an account balance as of the first Billing Date.

After the first Recordkeeping Year, a Plan's recordkeeping fees will be subject to adjustment annually. For purposes of this adjustment, the Service Provider will determine a Plan's average participant account balance by dividing the total Plan assets by the total number of Plan participants with an account balance as of the first Billing Date in a subsequent Recordkeeping Year.

(c) Payment of Fees

An invoice reflecting fees payable will be sent to the Employer by the Service Provider on the Invoice Date.

- **Consistent with the terms of the Plan, the Employer, in its capacity as Plan administrator or as another Plan fiduciary, may, by written Employer Instructions, cause the Plan to pay some or all of the amount billed.** The Employer shall direct the Service Provider as to which fees shall be deducted on a pro rata or per capita basis from all participant accounts and which expenses shall be deducted only from a specific participant's account. The Service Provider is entitled to rely on such written Employer Instructions that are received from time to time or that are specified as continuing directions until notified to the contrary in writing. Such written Employer Instructions are subject to the requirements and limitations as may be imposed by the Service Provider.

- **Consistent with the terms of the Plan, the Employer may itself pay the amount billed.** In the event, however, that any fees for services remain unpaid for more than ninety (90) days after the Invoice Date, the Service Provider has not received written notice of a dispute, and the terms of the Plan permit the Plan to bear recordkeeping and administrative expenses, the Employer, in its capacity as Plan administrator or other Plan fiduciary, hereby irrevocably directs the Service Provider to deduct these Plan expenses from Plan assets. The Employer hereby further irrevocably directs the Service Provider to deduct general Plan expenses on a pro rata basis from all participant accounts and specific Plan expenses applicable to a participant directly from a participant's account. Notwithstanding the Employer's irrevocable direction, the Service Provider may elect, in its sole discretion, to defer or waive the deduction of unpaid fees from Plan assets. Any such deferral shall not constitute a waiver unless so specified in writing by the Service Provider. In the absence of such written waiver, the Plan shall remain liable for such unpaid fees unless paid by the Employer.

(d) Amendment of Fees

The Service Provider may amend the fees in Exhibit B upon ninety (90) days' written notice to the Employer. Any such amendment will be effective as of the first day of the Recordkeeping Quarter that next follows or coincides with the expiration of the 90-day notice period.

(e) Fees at Services Termination

Upon notice of termination of this Agreement, the Service Provider will send the Employer an invoice for applicable fees through the Services Termination Date.

(f) Investment Fees

The Plan's investment options are entirely American Funds mutual funds. The Service Provider and its affiliates provide services to, and receive compensation from, the American Funds mutual funds. The compensation is described in each fund's prospectus, statement of additional information and annual report. The compensation is reflected in each fund's total annual operating expenses.

Financial Professional/Broker-Dealer Fees

For services provided to the Plan, the Financial Professional shall be entitled to the fees described in Exhibit C. The Plan is obligated to pay such fees. However, the investment options in which the Plan invests will pay such amounts to the broker-dealer firm on behalf of the Plan and such amounts will be a credit to offset the fees that would otherwise be payable by the Plan.

TPA Fees

The TPA may receive payments from the Plan investment options for administrative services provided. See Exhibit C for the schedule used to calculate these payments.

IV. Employer representations and responsibilities

(a) Representations

The Employer represents that: (1) it is authorized to enter into the Agreement on behalf of the Plan; (2) the Plan provides, or will be amended within ninety (90) days from the effective date of the Agreement to provide, that all reasonable Plan expenses of administration may be paid out of Plan assets unless paid by the Employer; (3) all Plan expenses, excluding any expenses related to Plan establishment, design or termination, constitute a liability of the Plan until paid; (4) the Plan's Financial Professional or registered investment advisor may view records maintained by the Service Provider with respect to the Plan; (5) all Authorized Signers have capacity to act on behalf of the Plan; and (6) the Employer shall provide the Service Provider with a written update from time to time of all persons who are Authorized Signers.

The Employer acknowledges that it is solely responsible for: (1) the tax and legal aspects of the Plan; (2) the Plan's operations; (3) the administration of the Plan and the actions of the TPA relating to the Plan; and (4) the selection and periodic review of Plan investments, including the right to add or remove investments made available to the Plan's participants.

(b) Plan Data

The Employer shall promptly furnish accurate and complete Employer Instructions to the Service Provider as may be required by the Service Provider to perform services under the Agreement. The Service Provider shall be fully protected in relying on Employer Instructions and shall have no responsibility to ascertain, with respect to any Employer Instructions, their accuracy, genuineness, compliance with the terms of the Plan, any related documents or applicable law, or their effect for tax purposes or otherwise. The Employer acknowledges that, if the Service Provider receives conflicting instructions from the Employer and the TPA or a Plan participant, the Service Provider shall, without liability to any party, comply with the Employer's instructions.

The Employer shall promptly furnish all information, data and other materials to the Service Provider in a form and format acceptable to the Service Provider. Plan contributions must be submitted using Automated Clearing House (ACH). The Employer will require that the TPA submit information, data and other materials to the Service Provider in a form and format acceptable to the Service Provider. Additional charges will be assessed if certain data are provided in a non-automated format.

If it is necessary for the Service Provider to reperform any portion of its services due to incorrect or incomplete information or instructions furnished by the Employer, the TPA or their respective agents, the Service Provider will be entitled to charge an additional fee that will be due when billed. If it is necessary for the Service Provider to correct any transactions

due to incorrect or incomplete information furnished by the Employer, the TPA or their respective agents, the Service Provider will charge any losses paid by the Service Provider to the Employer.

If the Service Provider fails to implement investment instructions properly received in accordance with the Service Provider's administrative policies, Service Provider agrees to correct such failure. Employer acknowledges and agrees that Service Provider may make such correction in accordance with its errors and omissions policy for retirement plans, which is posted on the website made available to the Employer in connection with the Plan and may be updated from time to time.

(c) Appointment of TPA

The Employer represents that it has entered into a separate agreement with a TPA, pursuant to which the TPA is responsible for providing certain administrative and compliance services for the Plan. In order to implement such services, the Employer hereby authorizes the Service Provider to grant the TPA access to Plan and participant information stored on the recordkeeping system or to reports produced by the Service Provider. Such access permits the TPA to update Plan and participant information and to execute financial transactions on behalf of participants. The Employer has, in a separate agreement, authorized the TPA as its limited agent and hereby directs the Service Provider to construe such directions or certifications by the TPA as Employer Instructions.

If the separate agreement between the Employer and the TPA is terminated for any reason, the Employer shall notify the Service Provider within five (5) business days of such termination, appoint a successor TPA within ninety (90) days after the agreement is terminated and direct the TPA to transfer the Plan's records to the successor TPA selected by the Employer.

(d) Capital Bank and Trust Company as Custodian

In the case of a plan other than a 403(b) plan, if Capital Bank and Trust Company is not designated or appointed Plan Trustee, the Employer and the Trustee designate Capital Bank and Trust Company as Custodian, pursuant to Exhibit D. In the case of a 403(b) plan, Capital Bank and Trust Company shall be designated as the Plan Custodian pursuant to a separate custodial agreement.

(e) Directions Related to Frequent Trading

The Employer acknowledges that any directions relating to an effort to restrict frequent trading by one or more Plan participants that are received from a representative of an investment option offered under the Plan shall be deemed to be authorized by the Employer.

V. Service Provider responsibilities

The Employer acknowledges that the Service Provider is not responsible for the Plan's operations. The Service Provider's responsibilities shall be limited to those specifically listed in Exhibits A and B. The Service Provider shall have no other obligations or duties relating to the administration or operation of the Plan. Specifically, the Service Provider shall have no obligation with respect to the following nonexclusive list of duties:

- Interpreting Plan provisions
- Determining eligibility or vesting
- Determining hours of service
- Defining compensation
- Maintaining Plan documents in compliance with applicable statutes and regulations
- Monitoring timeliness of contributions
- Determining the deductibility of any contributions
- Filing any returns and reports (not specifically agreed to under this Agreement) with the Internal Revenue Service, Department of Labor or any other government agency
- Obtaining a legal determination of the qualified status of any domestic relations order
- Any other duties for which the Employer is responsible in its capacity as "Plan Administrator," as that term is defined under ERISA.

Nothing in this Agreement will be deemed to impose any obligation on the Service Provider to monitor, control or in any way exercise any powers or discretion in the administration of the Plan or in the handling of any Plan assets, including but not limited to, the selection, the acquisition or disposition of any funds, securities or other assets of the Plan.

The Employer acknowledges and agrees that the Service Provider is not responsible for: (1) the terms of the Plan or its qualification; (2) any claim, regulatory proceeding or litigation arising from the Employer's operation of the Plan, including, but not limited to, consequences resulting from the Employer's direction to pay Plan expenses from Plan assets or to make various investment options available to the Plan's participants; (3) any tax or other liability that may be imposed on the Employer, the TPA, their agents or any Plan participant, beneficiary, Trustee (other than Capital Bank and Trust Company) or fiduciary; and (4) the actions of or failure to act by the TPA.

In the event that (1) Capital Bank and Trust Company does not serve as the Plan's Trustee and (2) the Plan has assets that are not maintained on the Service Provider's recordkeeping system ("Outside Assets"), the Employer acknowledges that the Service Provider will provide very limited services under this Agreement with respect to Outside Assets. If this paragraph applies to a Plan, the Employer agrees and acknowledges that:

- The calculation of Plan loan limits will not include Outside Assets.
- The calculation of hardship withdrawals will not include Outside Assets.
- Participant statements will not reflect Outside Assets.
- The Service Provider will not include Outside Assets in reports to the Employer and TPA.
- Income tax withholding, remittance and tax reporting will be limited to the actual distributions processed by the Service Provider.
- Exchanges between Outside Assets that are not "Frozen" and assets held on the recordkeeping system of the Service Provider may be permitted at the discretion of the Service Provider on a limited basis. For purposes of the preceding sentence, a "Frozen" asset includes certain insurance contracts or other assets subject to a holding period requirement that has not yet expired, the imposition of a significant redemption or withdrawal fee or other issuer imposed restriction on redemption, withdrawal or transfer.

The Employer acknowledges that the TPA and Financial Professional are not affiliates or subcontractors of the Service Provider or its affiliates, and that the Service Provider is not responsible or liable for the acts or inactions of either party.

VI. Limitation of liability

The Service Provider and its agents and affiliates shall only be liable for direct damages solely and directly caused by the negligent acts of the Service Provider and its agents and affiliates, and shall not be liable for any other direct damages or for any indirect, special, incidental or consequential damages suffered or incurred by the Employer, the Plan, the TPA, their agents, the Trustee(s) (other than Capital Bank and Trust Company) or any other person. This provision shall survive the termination of the Agreement. The Service Provider is specifically not responsible or liable for the inaccuracy of services or reports due to a failure of the Employer or TPA to provide the Service Provider with timely and/or accurate information.

VII. Acts beyond the control of the Employer or the Service Provider

Neither the Employer nor the Service Provider will be responsible for delays or failures in performance resulting from acts beyond its reasonable control. Such acts will include, but not be limited to, acts of God, natural disasters, equipment malfunctions and extraordinary trading volume on any stock exchange that disrupts trading on the exchange.

VIII. Confidentiality of Plan information

The Service Provider agrees that all Plan information and data, including Employer Instructions, provided to the Service Provider by the Employer, the TPA or their agents, are the confidential information of the Employer or the Plan. The Service Provider agrees not to disclose such confidential information to third parties except: (1) to its affiliates or agents for the purpose of providing to Plan participants services or information about the American Funds or an affiliate of the Service Provider; (2) in any administrative or judicial forum involving a dispute under this Agreement; (3) as may be required by law or by order of any government agency, regulatory body or court of competent jurisdiction for purposes other than those specified in this Agreement without the prior consent of the Employer; (4) that non-participant specific information may be provided to support industry surveys; and (5) for the limited purpose of collecting satisfaction surveys from the Employer and/or Plan participants from time to time.

The Employer and its agents agree to use all necessary and appropriate measures to safeguard the confidentiality of any information, data or other materials transmitted to the Service Provider (including, without limitation, any transmissions over the Internet) and to comply with such requirements as may be established from time to time by the Service Provider. The Employer will require that the TPA adhere to the confidentiality standards in the preceding sentence with respect to data and information transmitted by either the Employer or the Service Provider.

IX. Amendment and assignment

This Agreement may be amended or modified at any time by: (1) an instrument executed by the Employer and the Service Provider; or (2) the Service Provider upon sixty (60) days' written notice to the Employer, provided the Employer accepts the amendment by failure to object in writing in accordance with this section. A written objection must be sent to the address in Section XII and be received by the Service Provider within forty-five (45) days after the amendment's mailing date. The Service Provider may, however, amend Exhibit B without the Employer's consent as provided under Section III. This Agreement may not be assigned by either party

without the prior express written consent of the other party, except that the Service Provider may assign its rights and obligations under this Agreement to any affiliate of the Service Provider or any successor in interest to the Service Provider upon thirty (30) days' written notice to the Employer.

X. Float disclosure

Trustee/Custodian float

Upon the issuance of a check from the Plan's assets, no additional earnings will accrue to the Plan with respect to the uncashed check. Earnings on uncashed checks may accrue to Capital Bank and Trust Company as either the Trustee or the Custodian at a money market rate of return. Such earnings will accrue from the date upon which a check is mailed, one business day after the redemption or sale is processed, until the date upon which the check is presented for payment.

Float may also accrue to Capital Bank and Trust Company as either the Trustee or the Custodian with respect to assets sent to Capital Bank and Trust Company. Earnings on such assets may accrue to Capital Bank and Trust Company at a money market rate of return from the date of receipt of the assets until the investment settlement date.

XI. Term of Agreement

The Agreement will continue in effect and will automatically be renewed from Recordkeeping Year to Recordkeeping Year but may be terminated at any time with or without cause by the Employer upon sixty (60) days' written notice. The Agreement may be terminated immediately, at the option of the Service Provider, if the Employer: (1) fails to provide required information within thirty (30) days of a request; (2) fails to appoint a TPA; (3) fails to pay the applicable fees within thirty (30) days of the Invoice Date; (4) fails to appoint a successor TPA within ninety (90) days after the separate agreement between the Employer and the TPA is terminated; or (5) makes an assignment for the benefit of creditors, files (or has filed against it) a petition under the bankruptcy laws of any jurisdiction, appoints (or has appointed for it) a trustee or receiver for its property or business or is adjudicated bankrupt or insolvent. In all other circumstances, the Agreement may be terminated by the Service Provider upon 120 days' written notice.

The final Billing Date will be the Services Termination Date. In the event of termination of the Agreement, fees will be payable through the Services Termination Date. Any unpaid fees will be withheld from the Plan liquidation proceeds.

If Capital Bank and Trust Company is appointed the Custodian pursuant to Exhibit D, this Section XI is modified by Section 5 of Exhibit D.

XII. Notices

All notices to the Service Provider shall be addressed to: Capital Research and Management Company; Recordkeeper Direct Retirement Plans; c/o American Funds Distributors, Inc.; 333 S. Hope Street, 55th Floor; Los Angeles, California 90071, unless the Employer is otherwise notified in writing of any change. All notices to the Employer shall be sent to the address of record unless the Service Provider is otherwise notified in writing of any change. Electronic media (with return receipt) may be used to satisfy any notice requirements required by the Agreement. If Capital Bank and Trust Company is either Trustee or Custodian, all notices to Capital Bank and Trust Company as Trustee or Custodian shall be addressed to Capital Bank and Trust Company; 6455 Irvine Center Drive; Irvine, California 92618, unless the Employer is otherwise notified in writing of any change.

XIII. General terms

This Agreement supersedes any prior written and oral agreements, communications or negotiations between the parties, and it constitutes the complete and full agreement of the parties with regard to the services to be provided pursuant to this Agreement (except as otherwise provided in an exhibit or addendum to this Agreement). The parties agree that the Plan is not a party to the Agreement. None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any person (other than the Employer and the Service Provider and its affiliates or agents) including, without limitation, the Plan, the TPA and any participant or any beneficiary covered by the Plan. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all counterparts, together, constitute only one Agreement. No waiver by any party of any failure or refusal to comply with an obligation hereunder shall be deemed a waiver of any subsequent failure or refusal to so comply. This Agreement shall inure to the benefit of and shall be binding upon the successors and assignees of the respective parties. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be governed by the laws of the State of California, except to the extent such laws are superseded by ERISA. Any claim, dispute, controversy or other matter arising under or related to this Agreement shall be subject to the sole and exclusive jurisdiction of the federal and state courts located in Los Angeles, California, and all parties hereby waive any claims of *forum non conveniens* or lack of personal jurisdiction with respect to such courts.

XIV. Disclosure

This Agreement provides important disclosures regarding the services provided, and the compensation received, by the Service Provider, including disclosures that satisfy the requirements of section 408(b)(2) of ERISA. By executing the Agreement, the Employer agrees and acknowledges that it has reviewed the Agreement.

This Agreement also includes important information about compensation payable to the Plan's TPA and Financial Professional in connection with the Plan. The Agreement does not, however, provide comprehensive disclosures of the Plan's services arrangement with the TPA or Financial Professional. The Employer agrees and acknowledges that it has received appropriate disclosures from the TPA and the Financial Professional.

XV. Custodian Designation (NOT APPLICABLE FOR A 403(b) PLAN)

If Capital Bank and Trust Company is not the Plan Trustee, the Employer hereby designates Capital Bank and Trust Company as Custodian as specified in the Custodial Agreement in Exhibit D. The Employer hereby agrees to the terms and conditions of the Custodial Agreement in Exhibit D.

XVI. Effective date

This Agreement shall be effective beginning on the date the signed Agreement is received by the Service Provider.

The Employer has caused this Agreement to be executed by a duly authorized officer.

Name of Employer (print)

Name of authorized signer (print)

Title

X
Authorized signature

Date

**CAPITAL RESEARCH AND MANAGEMENT COMPANY,
SERVICE PROVIDER**

Exhibit A: Recordkeeping Services

The Service Provider will provide the following recordkeeping services under the Agreement:

Standard Recordkeeping Services

A. Installation

1. A Plan Installation Kit
2. An Administration Manual to facilitate transactions relating to the recordkeeping of the Plan
3. Establishment of the Plan and participant accounts on the recordkeeping system

B. Ongoing recordkeeping

1. Access to the plan sponsor website to facilitate the transmission of participant and contribution data. Processing and allocating payroll deductions, Employer contributions and rollover contributions to participants' accounts via the plan sponsor website. Processing name, address and other indicative data changes submitted via the plan sponsor website.
2. A voice response system (VRS) with customer service representatives available during normal business hours. Initiation of exchanges between investment options via VRS or customer service representatives.
3. Production of the following reports:
 - a. Quarterly Participant Statements
 - b. Monthly Plan Sponsor Reports
 - c. Monthly and Annual Trust Reports
 - d. Transaction Confirmations
4. A website accessible to Plan participants to review account information and execute transactions.
5. Tracking of participant-vested percentages.
6. Tracking of amounts eligible for participant loans and/or hardship withdrawals.
7. Processing participant withdrawals, including applicable federal withholding and mandatory state withholding, preparation of Form 1099-R, and withholding tax remittance and reporting.
8. Processing of QDRO distributions.
9. Processing of loan distributions and repayments.

Exhibit B: Fee Schedule

One-time installation and recordkeeping

Class R-2 shares

Average participant balance	\$5,000 or less	\$5,001 or more
One-time installation fee	\$500	\$0
Annual recordkeeping fees	\$500	\$0

Class R-3 shares

Average participant balance	\$50,000 or less	\$50,001 or more
One-time installation fee	\$750	\$0
Annual recordkeeping fees	\$750	\$0

Class R-4 shares

Average participant balance	\$10,000 or less	\$10,001 to \$25,000	\$25,001 to \$50,000	\$50,001 or more
One-time installation fee	\$1,000	\$750	\$750	\$0
Annual recordkeeping fees				
Per Plan plus	\$1,500	\$1,500	\$1,000	\$0
Per participant ¹	\$15	\$5	\$0	\$0

Class R-5 shares

Average participant balance	\$10,000 or less	\$10,001 to \$25,000	\$25,001 to \$50,000	\$50,001 to \$100,000	\$100,001 or more
One-time installation fee	\$1,000	\$750	\$750	\$750	\$0
Annual recordkeeping fees					
Per Plan plus	\$1,500	\$1,500	\$1,000	\$750	\$0
Per participant ¹	\$20	\$10	\$5	\$0	\$0

Class A shares — Applicable ONLY to grandfathered A-share plans

One-time installation fee	\$750
Annual recordkeeping fees	
0–50 participants	\$750
More than 50 participants	\$750 + \$10/participant in excess of 50

¹Based on the number of participants with an account balance at any time during a recordkeeping quarter

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Participant services

Loan fees	
• Loan establishment	\$85 one-time, deducted from account balance
• Annual maintenance	\$50 annually, deducted from account
Distribution fees	
• Nonrecurring payments	\$25 one-time, deducted from distribution amount
• Periodic payments	
– Setup	\$25 one-time, deducted from initial distribution amount
– Maintenance	\$25 annually, deducted from first distribution of each subsequent calendar year

Ancillary services

Corporate trustee services provided by Capital Bank and Trust Company	\$750 annually
Custodian certified trust statement for self-trusteed Plans	\$750 annually
Paper copy of ERISA 404(a)(5) Participant Disclosure (provided in bulk to the Plan administrator)	\$5 per statement, no charge for statements relating to 1) initial Plan setup; and 2) newly eligible employees

Exhibit C: Investment Option Payments to the Service Provider, TPA and Financial Professional's Broker-Dealer Firm

Please note that the payment schedule may change from time to time, and you will find the most current version posted in the Forms section of the Plan Sponsor website at americanfunds.com/retiresponsor.

Investment Option Payments to the Service Provider and TPA

The Service Provider receives payments for recordkeeping up to the maximums shown below, from the investment options held by the Plan pursuant to subtransfer agency arrangements. These payments compensate both the Service Provider and the TPA for providing services to the Plan that would otherwise be provided by service providers to the investment options.

Share class	Fund payments
A*	\$12/participant position ¹
R-2	\$27/participant position + 0.15% of assets
R-3	\$12/participant position + 0.10% of assets
R-4	0.10% of assets
R-5	0.05% of assets

Investment Option Payments to TPA (included in Fund Payments shown above)

Unless otherwise requested, the Service Provider or its affiliates may pay to the TPA, on behalf of the Employer or the Plan, a portion of the recordkeeping payments as described below. These payments are made pursuant to an arrangement with the TPA providing services to the Plan. The TPA is responsible for disclosing all compensation it receives, and services it provides, in connection with the Plan.

	Payments in respect to A shares	Payments in respect to R-2 shares ²	Payments in respect to R-3 shares ²	Payments in respect to R-4 shares ²	Payments in respect to R-5 shares
Less than \$1 million	0.00%	0.12%	0.10%	0.02%	0.00%
At least \$1 million, but less than \$2 million	0.00	0.11	0.09	0.02	0.00
At least \$2 million, but less than \$3 million	0.00	0.10	0.08	0.02	0.00
At least \$3 million, but less than \$4 million	0.00	0.09	0.07	0.02	0.00
At least \$4 million, but less than \$5 million	0.00	0.08	0.06	0.02	0.00
At least \$5 million, but less than \$6 million	0.00	0.06	0.06	0.02	0.00
\$6 million or more	0.00	0.05	0.05	0.02	0.00

Investment Option Payments to Broker-Dealer Firm — R-Share Plans

The Plan is obligated to pay the Financial Professional the compensation amounts stated below for providing services to the Plan. However, the investment options held by the Plan will pay these same amounts on behalf of the Plan to the broker-dealer firm of the Plan's Financial Professional to offset the fees the Plan is otherwise obligated to pay. The payments are generally made pursuant to selling group agreements and each investment option's distribution agreement. The Financial Professional is responsible for disclosing all compensation it receives, and services it provides, in connection with the Plan.

R shares

Share class	Fund payments ³
R-2	0.75% of assets
R-3	0.50% of assets
R-4	0.25% of assets
R-5	0.00%

*Applicable only to grandfathered A-share plans

¹ For the American Funds Target Date Retirement Series® A shares, fund payment is 0.10% of assets.

² Payments to TPAs with respect to plan assets held in the American Funds Money Market Fund® may be suspended.

³ Payments to broker-dealers with respect to plan assets held in the American Funds Money Market Fund may be suspended.

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Investment Option Payments to Broker-Dealer Firm — A-Share Plans

A shares*

Amount of sale/account value	Sales charge	To compute offering price, divide NAV by	Dealer commission
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Sales charges and dealer commissions for growth, growth-and-income, equity-income and balanced funds

Less than \$25,000	5.75%	0.9425	5.00%
\$25,000 but less than \$50,000	5.00	0.9500	4.25
\$50,000 but less than \$100,000	4.50	0.9550	3.75
\$100,000 but less than \$250,000	3.50	0.9650	2.75
\$250,000 but less than \$500,000	2.50	0.9750	2.00
\$500,000 but less than \$750,000	2.00	0.9800	1.60
\$750,000 but less than \$1 million	1.50	0.9850	1.20
\$1 million or more	NAV ¹	—	varies ²

Sales charges and dealer commissions for most bond funds

Less than \$100,000	3.75%	0.9625	3.00%
\$100,000 but less than \$250,000	3.50	0.9650	2.75
\$250,000 but less than \$500,000	2.50	0.9750	2.00
\$500,000 but less than \$750,000	2.00	0.9800	1.60
\$750,000 but less than \$1 million	1.50	0.9850	1.20
\$1 million or more	NAV ¹	—	varies ²

Sales charges and dealer commissions for Intermediate Bond Fund of America® and Short-Term Bond Fund of America®

Less than \$500,000	2.50%	0.9750	2.00%
\$500,000 but less than \$750,000	2.00	0.9800	1.60
\$750,000 but less than \$1 million	1.50	0.9850	1.20
\$1 million or more	NAV ¹	—	varies ²

In addition, ongoing service fees for American Funds Class A shares are paid (subject to annual fund board approval) to qualifying dealer firms on assets held at least one year. Service fees are paid after quarters ending February, May, August and November following the first anniversary of purchase. **No compensation is paid on shares purchased under the broker NAV privilege.**

Annual service fees for Class A shares

Assets	Annual Service Fee
Money market fund assets	0.15%
All other assets with a first anniversary of purchase on or after 7/1/88	0.25

***Applicable only to grandfathered A-share plans**

¹There is no initial sales charge on purchases of \$1 million or more. A 1% contingent deferred sales charge (CDSC) may be assessed if a redemption occurs within one year of purchase.

²Dealers are paid a commission of 1% on the first \$4 million of NAV purchases (sales of \$1 million or more), 0.50% on the next \$6 million of NAV purchases and 0.25% on all NAV purchases over \$10 million. Commissions are based on cumulative investments over the life of the account with no adjustment for redemptions, transfers or market declines. In addition, an ongoing annual service fee of 0.25% may be paid to qualifying dealer firms on assets held at least one year.

Exhibit D: Custodial Agreement — NOT APPLICABLE TO A 403(b) PLAN

This Custodial Account Agreement (“Custodial Agreement”) is entered into by and between the Employer, the Trustee (if not Capital Bank and Trust Company), the Custodian, and the Service Provider, as those terms are defined in the Agreement between the Service Provider and the Employer.

Whereas, a custodian must hold Plan assets to facilitate certain financial transactions with respect to Plan assets, such as the acquisition and disposition of investments held by the Plan’s trust account, the funding of Plan loans, the payment of Plan distributions and related tax withholdings, and such other limited transactions as shall be agreed to by a custodian from time to time;

Whereas, the Employer wishes to appoint Capital Bank and Trust Company as the Custodian to serve in a limited capacity and hold certain Plan assets at the request of the Trustee to facilitate the financial transactions described above;

Whereas, the Employer and Trustee acknowledge that Custodian is not a fiduciary as defined in ERISA and therefore, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby mutually declare and agree as follows:

Section 1: Establishment of Custodial Account

- (a) In order to carry out the purposes of the Plan and Trust, the Trustee hereby creates and establishes a Custodial Account (hereinafter called the “Custodial Account”) beginning on the effective date of the Agreement. The Custodian accepts this Custodial Account and agrees to act as Custodian hereunder, but only on the terms and conditions set forth in this Custodial Agreement. Although the Trustee has elected to hold Plan assets in the name of the Custodian in the limited circumstances described herein, all right, title and interest in and to the Plan assets shall at all times be vested exclusively in the Trustee.
- (b) The Custodial Account shall include only those assets that the Custodian initially accepts, and assets that are subsequently added to the Custodial Account. All assets so received, together with the income thereon shall be held by the Custodian pursuant to the terms of this Custodial Agreement without distinction between principal and income and without liability for the payment of interest thereon.

Section 2: General Duties of Custodian

- (a) The Custodian shall receive, hold, invest and reinvest the assets of the Custodial Account pursuant to this Custodial Agreement in accordance with the directions consistent with the terms of the trust agreement received from the Trustee or any delegate of the Trustee, including but not limited to the Employer or Plan participants. The Custodian shall have no duty to ascertain the validity of instructions or directions provided by the Trustee or any delegate.

- (b) The Custodian shall be responsible only for such assets as are actually received by it as Custodian hereunder. The Custodian shall have no duty or authority to ascertain whether any contributions should be made pursuant to the Plan or to bring any action to enforce any obligation to make any contribution, nor shall it have any responsibility concerning the amount of any contribution or the application of the Plan’s contribution formula.
- (c) The duties and obligations of the Custodian hereunder shall be limited to those expressly imposed upon it by this Custodial Agreement, notwithstanding any contrary reference in the Plan or trust agreement, and no further duties or obligations of the Custodian shall be implied.

Section 3: Power and Duties of Custodian with Respect to Custodial Account Assets

The Custodian shall have the following powers and duties regarding the Custodial Account:

- (a) To hold title to the assets of the Custodial Account on behalf of the Trustee, which may include entering into depository arrangements for the safekeeping of assets and records relevant to the ownership of such assets with any bank or banks, mutual fund companies, and/or depositories as the Custodian may choose and the right to hold such assets in omnibus accounts in the Custodian’s name, in nominee name, or in any other book entry or any other data processing form.
- (b) To make investments or disbursements from the Custodial Account as directed by the Trustee or its delegate(s) or Plan participants consistent with the terms of the trust agreement. The Custodian shall be entitled to rely on such direction, and shall have no responsibility to ascertain whether the Plan permits such a transfer or disbursement.
- (c) To delegate to its affiliates or others, any or all of its duties arising out of this Custodial Agreement.

Section 4: Disbursement of Custodial Account Assets

Payments from the Custodial Account shall be made to such persons, in such manner, and in such amounts as the Trustee shall properly direct in writing, or by any other method authorized by the Trustee or the Employer and agreed to by the Custodian, and amounts paid pursuant to such direction shall no longer constitute a part of the Custodial Account.

Section 5: Termination of Agreement: Instructions Regarding the Transfer of Assets from the Custodial Account

Pursuant to Section XI of the Agreement, upon termination of the Agreement and prior to the termination date of the Agreement as defined in Section XI, the Trustee shall provide instructions to the Custodian to transfer any assets in the Custodial Account to the Trustee or successor trustee.