

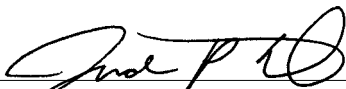
## Stadion QDIA Warranty Certificate

**Our responsibility as a fiduciary is for the prudent investment management of the assets in participants' accounts over which Stadion Money Management has discretionary control. In that capacity, we hereby represent, warrant and covenant that:**

- Stadion satisfies the criteria in section 3(38) of ERISA to be an "investment manager."
- The Stadion QDIA Program satisfies the definition of a qualified default investment alternative in DOL Regulation section 2550.404c-5(e)(3) and (4) (the "QDIA investment requirement").
- Stadion's investment strategies will be appropriate for long-term investing, such as investing for retirement benefits by participants in 401(k) plans (the "retirement investing standard").
- Stadion will indemnify the Plan fiduciaries for any unreimbursed loss resulting from a breach of Stadion's representations, warranties and covenants.
- Stadion will bear the reasonable costs, including attorney's fees, of defending a Claim that is subject to this Warranty.

This Warranty is subject to the requirements, conditions and limitations that follow.

The Warranty is offered solely by Stadion, and Stadion is solely responsible for the representations, covenants and warranties contained herein.

  
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Jud Doherty, President of Stadion

 **stadion**

**WARRANTY**

As an investment manager for participant accounts, Stadion acts as an ERISA fiduciary for those participants and a fiduciary under the Investment Advisers Act of 1940. Its responsibility as a fiduciary is for the prudent investment management of the assets in participants' accounts over which Stadion has discretionary control. In that capacity, Stadion satisfies the criteria in section 3(38) of ERISA to be an "investment manager."

ERISA provides special protection for fiduciaries when participants default (that is, do not direct their investments) and when the fiduciaries satisfy the conditions of section 404(c)(5) of ERISA and the regulation under that section. Among those conditions is the requirement that the default investment be of a type approved by the U.S. Department of Labor (DOL) in the regulation. The default investments that satisfy the requirements are called "qualified default investment alternatives," or "QDIAs."

To assist plan sponsors and fiduciaries in obtaining the protections afforded by ERISA section 404(c)(5) as a part of its investment management service provided to a Plan, Stadion is offering this QDIA Warranty for default accounts of participants and beneficiaries (collectively, "participants") invested in the Stadion QDIA Program (the "Program"). Stadion does not charge a discrete fee for the Warranty; to the extent it receives any compensation for this service, it is included in the investment management fees that are otherwise paid to Stadion that are disclosed in connection with its investment management services.

## The Stadion Warranty

If a Plan satisfies the conditions, and subject to all of the provisions, of the Warranty:

I. Stadion hereby represents, warrants and covenants that the Stadion QDIA Program:

A. Satisfies the definition of a qualified default investment alternative in DOL Regulation section 2550.404c-5(e)(3) and (4) (the "QDIA investment requirement"). Specifically:

1. Stadion is an investment manager as defined in section 3(38) of ERISA and the Program satisfies the conditions of that section.
2. The Stadion QDIA Program is an investment fund product, model portfolio or service that:
  - satisfies the requirements of DOL Regulation section 2550.404c-5(e)(3) and (4) to be a QDIA-eligible investment;
  - is managed so as to minimize the risk of large losses;
  - is designed, for each participant's account, to achieve degrees of long-term appreciation and capital preservation through a mix of equity and fixed income exposures;
  - is based on each participant's age, target retirement date (such as the normal retirement date in the Plan), or life expectancy; and
  - changes the asset allocation and associated risk levels of a participant's account over time with the objective of becoming more conservative with increasing age.

3. The Stadion QDIA Program satisfies the requirement in the regulation that the participants can transfer from the QDIA:

- without transfer restrictions or transfer fees for the 90 days after their first default in the QDIA, and
- thereafter is subject only to the same transfer restrictions and fees as applies to other participants who affirmatively directed their investments to the QDIA (but no less frequently than once each three months).

However, other service providers to a Plan, such as a recordkeeper, may impose trading fees or restrictions that may cause the accounts to lose their QDIA status. Of course, Stadion cannot warrant that the actions of other parties will not affect the qualified status of the QDIA.

B. Will be appropriate for long term investing, such as investing for retirement benefits by participants in 401(k) plans (the "retirement investing standard").

II. In the event of a claim against the Plan fiduciaries (a "Claim") that the Program (i) fails to satisfy the QDIA investment requirement, and (ii) fails to satisfy the retirement investing standard, and that, as a result, a participant's account suffered loss or damage not reimbursed or covered by insurance or any other source ("Loss"), Stadion will:

A. Indemnify the Plan fiduciaries for any unreimbursed Loss resulting from a breach of Stadion's representations, warranties and covenants in the Warranty, as determined in a final, binding and valid adjudication; and

B. Bear the reasonable costs, including attorneys' fees, of defending a Claim against the Plan Fiduciaries that is subject to this Warranty.

## The Responsibility of the Plan Fiduciaries

With respect to the Program, Plan fiduciaries remain responsible for the performance of their fiduciary duties, and the Warranty is conditioned on their performance of those duties. Plan sponsors are only entitled to QDIA protection if the QDIA procedures are followed. (For the purposes of this Warranty, "Plan fiduciaries" refers to Plan sponsors and their officers and employees who make decisions about the investments and related services for their retirement plans.) Those fiduciary duties include, but are not limited to:

- A. Review of our investment management qualifications, experience, procedures and philosophy.
- B. Evaluate the needs of the Plan and its participants, make known the services available to them from Stadion, and assist in the implementation of those services.
- C. Review of our performance as it relates to the reasonable goals and expectations of the Plan participants and to appropriate performance standards.
- D. Evaluate the investment management fees and expenses and compare those to the value of the services to the participants.
- E. Follow all QDIA procedures and ensure that the plan documents are consistent with the procedures and the anticipated transactions.
- F. Monitor, on a regular basis, the services and considerations described in A. through E., above.

## Additional Conditions and Limitations for the Stadion Warranty

In order for the Warranty to apply, the following conditions must be satisfied:

1. If a Claim is asserted against any of the Plan fiduciaries, the Plan fiduciaries must promptly notify Stadion of the Claim (including providing a copy of the claim, if in writing), provide a copy of any notice of claim filed under any fiduciary liability or other insurance policy that may cover the Claim, provide Stadion with complete copies of any such insurance policies, and provide Stadion with

complete copies of any other policies or agreements that may provide coverage, reimbursement or similar protections. The Plan fiduciaries will also promptly provide any other information or materials as Stadion may reasonably request.

2. In the event of a Claim that may be subject to this Warranty, Stadion will have the right and option, if it so chooses, to assume, direct or participate in the defense of the Claim, including but not limited to the right to approve of counsel selected to defend such Claim, or alternatively, to appoint defense counsel with regard to such Claim, and the right to settle such Claim provided, however, that in the event fiduciary liability or other insurance coverage provides coverage for such Claim, the rights afforded to Stadion under this Warranty shall not cause this Warranty to be considered "primary" relative to any such insurance.
3. Plan fiduciaries must reasonably cooperate with Stadion in connection with all matters described in our Warranty, including but not limited to the defense of any Claim.
4. The Warranty does not apply if the Plan offers company stock as an investment.
5. The Warranty does not apply to participant accounts invested in Target Date Collective Investment Funds managed by Stadion.
6. The Warranty does not apply to participant accounts that invest in a Self Directed Brokerage Window.
7. The Warranty does not apply to any restricted portion if, during the initial 90-day period after the QDIA is effective, the participant's account is invested in the Stadion QDIA Program, and the Plan or Provider imposes a restriction, fee or expense on any transfer or withdrawal. However, even if the Plan imposes a restriction on transfers or withdrawals, including—for example—a Market Value Adjustment (MVA), the Plan fiduciary will be nonetheless protected from liability under section 405(d)(1) of ERISA, which states that Plan fiduciaries are not liable for the investment decisions of an investment manager appointed as provided in 402(c)(3) of ERISA.

The failure of Plan Fiduciaries to satisfy any of the conditions in this Warranty will result in the complete loss of any and all protections, indemnifications and responsibilities of Stadion under this Warranty.

This Warranty is available only to defined contribution plans as defined in section 3(34) of ERISA, and applies only to participant assets within the Plan under full

discretionary management by Stadion. Any claim relating to assets not managed by Stadion (including, for instance, company stock, self-directed brokerage accounts, or any investment options not available to Stadion for management of participant accounts) is excluded from the terms of our Warranty. The Warranty does not cover any Claim or Loss resulting from, or in any manner related to, the fees and expenses, direct or indirect, of the investments or of the Program. This includes, for example (but is not limited to), any expenses charged to or by any mutual funds, or plan providers or advisers. The Plan fiduciaries must consider any such fees and expenses and compare them to the value received by the Plan and the participants and to the cost of similar investments and services. Past performance is not a guarantee of future results and, as such, Stadion cannot warrant or guarantee that the Program will yield any specific return, or even that it will yield a positive return.

## Warranty Limited to Stadion

None of the other service providers to the Plan, including their directors, officers, employees, agents and affiliates, have any liability with respect to any losses, claims, damages, liabilities, fines and penalties, or litigation by reason of anything contained in the Warranty or any breach by Stadion of any term of the Warranty, any of Stadion's representations and warranties under the Warranty, or (except as required by applicable law) any breach by Stadion or any of its directors, officers, employees, agents or affiliates of any of their respective duties to the Plan or its participants under applicable law.

## Duration of Warranty

This Warranty will remain in effect until terminated by either party (that is, by Stadion or by a Plan fiduciary). If the Warranty is terminated, it will not apply after the effective date of the termination; however, the Warranty will continue in effect for any claims against Plan fiduciaries by participants based on Losses that occurred prior to the termination date.

## Explanation of QDIA Requirements

The following is for educational purposes only. It is intended to assist Plan sponsors in understanding additional conditions that must be satisfied to qualify for QDIA fiduciary protections. This information is for general education purposes; Plan sponsors and fiduciaries should obtain individualized advice on complying with these and other requirements for QDIA fiduciary protection. The Warranty does apply to the following, except as noted in the second bullet point.

For Plan fiduciaries to obtain QDIA protection, the DOL regulation requires that six conditions be satisfied. Those are:

- There must be a "default." That is, a participant must have had the opportunity to direct the investment of his account, but did not do so.
- The default account must be invested in a manner that is eligible to be a QDIA. The Warranty provides assurance to Plan fiduciaries that the Stadion QDIA Program satisfies that requirement.
- Notices must be provided to the participants that satisfy the requirements in the regulation. Your adviser can help you with this.
- Certain information about the QDIA must be given to the participant. Your adviser can help you with this information.
- Participants defaulted into QDIAs must have the right to transfer to other investments in the Plan as frequently as a participant who affirmatively elected that option. However, for the 90 days following the first deferral, participants must also have the right to transfer without transfer fees or restrictions.
- The Plan must offer a broad range of investment alternatives. Your adviser can help you satisfy this condition.



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