

This Automatic Rollover Services Agreement ("*Agreement*") is between Millennium Trust Company, LLC, an Illinois limited liability company ("*Custodian*"), and the undersigned plan fiduciary ("*Plan Fiduciary*") which is the Plan Sponsor or the Plan Administrator (as that term is defined in Section 3(16) of the Employee Retirement Income Security Act of 1974, as amended ("*ERISA*")) of the plan ("*Plan*") described below.

All references in this Agreement to "*we*," "*us*" and "*our*" refer to the Custodian, and all references in this Agreement to "*you*" or "*your*" refer to the Plan Fiduciary. The term Plan also refers to each plan that you may add to this Agreement upon written notice to, and acceptance by, us. This Agreement is effective as of the date of your signed acceptance.

1. Purpose. The Plan provides for certain involuntary distributions of participants' balances in an ongoing and/or terminating Plan. In either case, the Plan participants' may avoid such involuntary distribution by directing a distribution be paid directly to (i) an eligible retirement plan or (ii) such participant (a "*Participant Election*"). In those situations where the participant has not made a Participant Election, you desire to distribute such participants' balances from the Plan to individual retirement accounts ("*IRAs*") custodied by us. All Plan funds that you transfer to us, including those from uncashed benefit distribution checks, will be held by us in IRAs for Plan participants as provided in this Agreement.

2. Your Responsibilities. You or your authorized agent will direct us to open IRAs to receive automatic rollover distributions from the Plan on behalf of former participants in the Plan who did not submit a Participant Election. You or your authorized agent will make such direction through an individual authorized to act for the Plan Fiduciary or authorized agent. The direction will include:

- (a) Information requested by us necessary to establish an IRA for each former Plan participant ("*Account Opening Information*"); and
- (b) Information on the amount of the automatic rollover distribution for each participant (which shall be in cash only, unless specifically agreed otherwise) from the most recent records of the Plan.

We will treat each Plan as: (i) an ongoing plan and (ii) not including Roth 401(k) accounts, unless in each case you or your authorized agent informs us otherwise in writing. For rollovers from Roth 401(k) accounts, you or your authorized agent agrees to identify any portion of the rollover that is to be placed into a separate Traditional IRA.

You will deliver the Account Opening Information and the funds to be placed in each IRA to us as provided in Section 10 of this Agreement. You or your authorized agent will also provide additional information and data as we may reasonably request.

3. Our Responsibilities. Upon receipt of you or your authorized agent's direction, we will open an IRA on behalf of each identified Plan participant based upon the information

provided by you or your authorized agent. We have no responsibility to ascertain whether any direction received by us is in compliance with ERISA, the Internal Revenue Code of 1986, as amended ("*Code*"), the terms of the Plan or other applicable state or federal rules, regulations or laws (collectively, "*Laws*"). Upon opening an IRA, if the address provided for the individual for whom the rollover is made ("*Account Owner*") passes our standard address verification procedures, we will send the following information to the Account Owner in accordance with the notification and other applicable requirements of ERISA, the Code and Laws:

- (a) an IRA Form, including an IRA fee schedule (collectively, the "*IRA Forms*"), which the IRA Form will include the Account Opening Information that you have provided to us;
- (b) an automatic rollover Traditional or Roth IRA custodial agreement, as applicable ("*Custodial Agreement*"); and
- (c) an automatic rollover IRA disclosure statement ("*Disclosure Statement*") and collectively with the IRA Forms and the Custodial Agreement, the "*IRA Agreements*").

If the Account Opening Information does not provide a current accurate address for an Account Owner, we will (i) attempt to locate the Account Owner and (ii) upon first contact by the Account Owner, if any, provide the IRA Agreements to such Account Owner. If upon first contact by an Account Owner, such Account Owner elects to proceed electronically with a distribution of an IRA, we will not deliver paper copies of the IRA Agreements to such Account Owner unless requested by such Account Owner; provided that the IRA Agreements will be available to such Account Owner on our website. Forms of the IRA Agreements are also available to you and to the Account Owners at any time upon request.

We will update Account Opening Information with any corrected or updated information that is provided to us by an Account Owner. We undertake no obligation to verify the accuracy of the information provided by you, your authorized agent or any Account Owner.

4. Deceased Participants; Escheat. If we discover, or you or your authorized agent informs us, that a participant of an ongoing Plan for whose benefit you sought to establish a rollover IRA died prior to the establishment of the rollover IRA, the intended rollover funds applicable to such participant will remain assets of the Plan. In this case, you or your authorized agent may direct us to (1) return such funds to the Plan or (2) deposit the funds into a custodial account in the name of the Plan for the benefit of the deceased participant (a "*Custodial Account*"). If you direct us to establish a Custodial Account, we will, acting as your agent for the limited purpose of completing the distribution of the deceased participant's account and pursuant to your or your authorized agent's written direction, distribute such funds upon direction pursuant to the provisions of the Plan and/or any applicable beneficiary designation.

If we discover, or you or your authorized agent informs us, that a participant of a terminating Plan for whose benefit you sought to establish a rollover IRA died prior to the establishment of the rollover IRA, you or your authorized agent may direct us to (1) return such funds to the Plan or (2) otherwise distribute such funds, including opening a rollover IRA for the benefit of a beneficiary of the deceased participant in a terminating Plan (including a spousal beneficiary). If you direct us to open a rollover IRA for the benefit of a beneficiary, we will open the rollover IRA upon our receipt from you or your authorized agent of Account Opening Information that verifies the death of the Plan participant and substantiates the beneficiary status of the individual for whom such rollover IRA account is to be opened, all subject to the terms of this Agreement.

In the event you or your authorized agent does not direct us to return such deceased participant's funds to the Plan or otherwise distribute such funds, including opening a Custodial Account or a rollover IRA for a beneficiary, as applicable, you direct us to distribute the funds to the estate of the deceased Plan participant; provided, however, if we are unsuccessful in distributing the funds to the estate of the deceased Plan participant, you further direct us to escheat the funds as follows.

The state of residence of an individual shall be the state of residence of such individual as reported in the Account Opening Information provided by you or your authorized agent, as the same may be updated by the Account Owner or by us. If directed by you or your authorized agent under this Agreement or if required by any Laws, we will escheat an IRA or Custodial Account to the state of residence of the individual for whose benefit such account was established, or, if no state of residence has been determined pursuant to this Section 4, to the State of Illinois.

5. IRA. Each automatic rollover IRA will be a Traditional or Roth IRA, as applicable, based on the information provided by you in Section 2 above. The Custodial Agreement will be between us and the Account Owner, and its terms will be enforceable by the Account Owner.

6. Initial Investment of IRA. Pursuant to Department of Labor ("DOL") regulations in Title 29 of the Code of Federal Regulations Section 2550.404a-2(c)(3)(i)-(iii), you direct us initially to invest the rollover IRA funds in one or more FDIC-insured, interest-bearing bank accounts. After the initial investment, the Account Owner will have discretion to direct the investment of the IRA.

7. Fees and Expenses. We may amend the fee schedule that forms a part of the IRA Forms applicable to an IRA from time to time as provided in the Custodial Agreement. The IRA fees and expenses in effect from time to time for rollover IRAs established pursuant to this Agreement will not exceed the fees and expenses we charge for comparable IRAs established by us in circumstances other than automatic rollover contributions.

8. Representations and Warranties.

(a) You hereby represent and warrant as follows:

(i) This Agreement has been duly authorized, executed and delivered by you and constitutes a valid and binding agreement of you and the Plan.

(ii) The Plan is intended to be one of the following: (A) a tax-qualified retirement plan; (B) a 403(b) plan subject to ERISA; (C) a 403(b) plan of a church or a governmental entity exempt from ERISA; or (D) a 457(b) governmental plan exempt from ERISA. You have no reason to believe that the Plan would not be treated as a tax-qualified plan and satisfy the requirements of ERISA (if applicable), the Code and any Laws.

(iii) Any automatic rollover contribution made to us will be made pursuant to the terms of the Plan, the Code and any Laws.

(iv) The information provided to us pursuant to Section 2 of this Agreement, including Account Opening Information, is the most recent information available to you or the Plan.

(v) You have taken all steps necessary to allow us to open IRAs based solely upon the Account Opening Information. To the extent such compliance is appropriate, you have taken or will take all steps necessary to ensure that the establishment of the IRAs satisfies the safe harbor requirements for an automatic rollover contribution as described in Title 29 of the Code of Federal Regulations Sections 2550.404a-2, 404a-3 and Section 401(a)(31) (B) of the Code, as applicable, and any successor provisions or additional regulatory guidance or Laws that may govern with respect to opening IRAs under this Agreement for ongoing and terminating Plans (collectively, the "Safe Harbor").

(vi) You have relied on your own legal counsel and/or other tax/employee benefit professionals for advice in taking actions under the Plan, taking actions to meet the Safe Harbor and in executing this Agreement and you have not relied on us and we have not provided any recommendation, investment, legal or tax advice to you in connection with the IRAs to be established pursuant to this Agreement.

(b) We hereby represent and warrant as follows:

(i) This Agreement has been duly authorized, executed and delivered by us and constitutes our valid and binding agreement.

(ii) Each IRA is intended to constitute a Traditional or Roth IRA under the Code, as applicable.

(iii) The IRA Agreements will conform to the requirements of the Code and Laws applicable to such rollover IRAs.

(iv) The IRAs and the services provided under this Agreement are designed to satisfy applicable Safe Harbor requirements for automatic rollover contributions from the Plan to the IRAs.

9. Confidentiality. Each party agrees that all information, including all Account Opening Information, communicated to the other party during the term of this Agreement will be received and held in strict confidence, and will be used only for the purposes of this Agreement, and no such information will be disclosed to third parties by the recipient party, its employees or its agents without the prior written consent of the other party, except that each may share with its respective vendors and agents such confidential information as required for those vendors or agents to carry out their responsibilities with regard

to services involving this Agreement and the IRAs. Each party agrees to take all reasonable precautions to prevent the disclosure to other third parties of such information, including without limitation, the provisions of this Agreement and the IRA Agreements, except as expressly provided herein or as may be necessary by reason of subpoena, court order, legal, accounting or regulatory requirements or applicable Laws. You authorize us to release all records and information upon receipt of any request, audit or exam by the DOL, without the need for additional authorization from the Plan or a subpoena or court order from the DOL. We will notify you of any DOL request for information or documents regarding the Plan prior to complying with any such request.

These confidentiality provisions will survive the expiration or termination of this Agreement and continue for so long as either party is in possession of data or information protected under this Agreement.

10. Computerized Data and Funding Requirements.

You or your authorized agent will provide us with electronic files identifying the individuals for whom automatic rollover contributions are made, together with the corresponding funding amount applicable to each individual, in a format acceptable to us. You agree to aggregate the automatic rollover funds from the Plan, including those from uncashed checks, and send them to us via wire transfer. The transfer of the electronic files and corresponding rollover amounts will serve as evidence of your direction to establish the IRAs for the Account Owners. Each party will use reasonable practices to avoid introducing any viruses into the other's systems by such electronic files. It is the responsibility of each party or its authorized agent to encrypt such electronic files to the extent and in a manner that such party considers necessary to protect the confidentiality of the information contained in such files.

11. Authorized Parties. In addition to the directions provided pursuant to Section 10 of this Agreement, you or your authorized agent may direct us to act upon directions of certain identified individuals, whether written or oral, by telephone, mail or e-mail, and we may rely upon the direction of any individual whom we reasonably believe is authorized to act on behalf of you or your authorized agent.

12. Indemnification. Regardless of whether the Plan is ongoing or terminating, you will indemnify and hold us harmless from any and all liability, claims, damages, costs or expenses (including reasonable attorneys' fees) (collectively "Damages") arising from or claimed to have arisen from (a) your breach of this Agreement, including any representation or warranty made by you in this Agreement, except for Damages arising from our negligence, bad faith or willful misconduct; (b) your or your authorized agent's negligence, bad faith or willful misconduct; (c) inaccurate information provided by you or your authorized agent about the Account Owner, the Plan, or the funds transferred to the IRA; or (d) any act or omission by us arising out of or resulting from our execution of any direction provided by you or your authorized agent.

We will indemnify and hold you harmless from any and all Damages arising from or claimed to have arisen from (a) our breach of this Agreement, including any representation or

warranty made by us in this Agreement, except Damages arising from you or your authorized agent's negligence, bad faith or willful misconduct; or (b) our negligence, bad faith or willful misconduct.

13. Limitation of Liability. In no event shall the terms of the Plan or this Agreement, either expressly or by implication, be deemed to impose upon us any power or responsibility other than those set forth specifically in this Agreement. Nothing in this Agreement is intended to make us a sponsor or administrator of the Plan and, to the contrary, the intent of the parties is that we are not, and will not become, a fiduciary of the Plan under ERISA, the Code or other Laws.

Notwithstanding any other provisions of this Agreement to the contrary, in no event shall either party be liable to the other for any consequential, indirect or special damages of any nature whatsoever.

The terms of these limitations on liability will survive the termination of this Agreement.

14. Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, will be determined by arbitration in Chicago, Illinois before a sole arbitrator, in accordance with the laws of the State of Illinois. The arbitration will be administered by JAMS ("JAMS") under its Comprehensive Arbitration Rules and Procedures, and will be conducted by a retired judge who is experienced in dispute resolution. No consequential or punitive damages will be awarded. Notwithstanding any other rules to the contrary, no arbitration proceeding brought against us will be consolidated with any other arbitration proceeding without our consent. Judgment may be entered upon any award granted in any arbitration in any court of competent jurisdiction in Chicago, Illinois, or in any other court having jurisdiction. Each party shall pay its own costs, fees and expenses (including legal fees); provided, however, that each shall pay one-half of all fees paid to JAMS and the arbitrator. You agree that you and the Plan may bring claims and disputes to arbitration only in your individual capacity or for the Plan, and not as a plaintiff or class member in any purported class or representative arbitration.

15. Term. This Agreement may be terminated by either party at any time upon sixty (60) days' written notice. Termination will not affect any IRA previously established pursuant to this Agreement (prior to the expiration of the 60-day notice period).

16. Miscellaneous.

(a) This Agreement will be governed by and construed in accordance with the laws of the State of Illinois to the extent not preempted by controlling federal law. You hereby submit to the jurisdiction of courts of competent jurisdiction located in the State of Illinois.

(b) Neither party will be in breach of this Agreement as a result of, nor will either party be liable to the other party for, liabilities, damages, or other losses arising out of delays in performance caused by circumstances or events beyond the reasonable control of the delaying party.

(c) Any written notice required to be given pursuant to this Agreement will be deemed effective on the earliest of (i) actual receipt, (ii) the next business day following deposit for overnight delivery with a nationally recognized overnight courier service, and (iii) the same day following transmission of an electronic mail message ("E-mail") during regular business hours, in each case, with fees, if any, prepaid and addressed to the party and/or the Plan's recordkeeper, consultant or third party administrator, if any, at the address set forth below or at such other address as that party may notify the other of in writing in accordance with this paragraph. Under this Agreement, an E-mail transmission is a writing, and the term "address" shall include a party's E-mail address. Each party is entitled to rely on the contact information contained in this Agreement until it has received written notification of a change in such information and has had a reasonable period of time to react to such change. Either you, the recordkeeper, consultant or third party administrator may provide us with a change of address for the recordkeeper, consultant or third party administrator, respectively, as the case may be.

(d) Either party may assign or transfer this Agreement, or any of its rights and obligations under it upon written notice to the other party, provided the assignee agrees in writing to the obligations of the assigning party set forth in this Agreement.

(e) This Agreement may be amended from time to time only upon the mutual written agreement of the parties.

(f) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will continue to be fully effective.

(g) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date of the Plan Fiduciary's acceptance set forth below.

Plan Fiduciary:

By: _____
Signature

Print Name:

Title:

Date:

E-mail:

Address:

Attn.:

Phone:

Plan Name:

Plan Taxpayer ID/EIN:

The Account will not be opened unless the applicable boxes are checked either below or on the Additional Plans page attached hereto.

- Ongoing Plan Terminated Plan
- Defined Benefit Defined Contribution Plan

Please check one:

- Recordkeeper Consultant
- Third Party Administrator

Name:

Address:

E-mail:

Attn.:

Phone:

Accepted by:

Millennium Trust Company, LLC

By: Terrence W Dunne
Signature

Name: Terrence W. Dunne
Title: SVP, Retirement Services

Address: 2001 Spring Road, Suite 700
Oak Brook, IL. 60523
Attention: Terrence W. Dunne

Phone: 630.368.5614
Fax: 630.368.5699
E-mail: tdunne@mtrustcompany.com

ADDITIONAL PLANS

Plan Name	Ongoing	Terminated	Defined Contribution	Defined Benefit	Taxpayer ID/EIN
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					