AUTOMATIC ROLLOVER IRA, MISSING PARTICIPANT IRA, AND NORMAL RETIREMENT AGE IRA CUSTODIAL AGREEMENT

I. CUSTODIAL AGREEMENT

This Custodial Agreement ("Agreement") is between *PenChecks Trust Company of America* ("IRA Custodian") and the Plan Sponsor/Trustee/Custodian/Plan Administrator or other responsible party (hereinafter collectively referred to as "Trustee"), who is entering into this Agreement on behalf of Plan Participants, and who completes the online registration process where the specific information required is communicated to IRA Custodian with respect to Plan Participants who are either non-responsive or who cannot be located ("Missing Participant"). The execution of this Agreement encompasses not only the relationship with the IRA Custodian, but also with PenChecks, Inc. ("PenChecks") a California Corporation and the parent of the IRA Custodian which provides administrative services to IRA Custodian and Trustee in the context of providing the services described in this Agreement. All references herein to "Qualified Retirement Plans" or "Qualified Plan" shall also include any IRA based retirement arrangements such as SEP, SARSEP and SIMPLE or similar programs as may be defined in the Internal Revenue Code ("Code").

Trustee requests and has the right to make a lump sum distribution from the Plan or to establish an Individual Retirement Account ("IRA") with the IRA Custodian under Code Section 408(a) or a Roth IRA under Code Section 408A, or both, on a representative and involuntary basis for the exclusive benefit of, and to provide for the retirement of the Retirement Plan ("Plan") Participants ("Participant") who are presently missing or lost, and support of the beneficiaries after death of the Participant. The terms of this Agreement are accepted by the Trustee on the date the Trustee completes the online process requesting to establish an Automatic Rollover/Missing Participant Individual Retirement Account ("ARO IRA") on the Participant's behalf and where the required Participant information is communicated to IRA Custodian. In the event IRA Custodian or the Client is unable, after due inquiry, to locate a Participant of an on-going Plan who has attained Normal Retirement Age ("NRA") as defined by the Plan, has terminated employment, and the conditions for distribution upon termination of employment pursuant to the terms of the Plan have been satisfied the Client authorizes IRA Custodian to establish on behalf of such Participant, a Normal Retirement Age Rollover IRA ("NRA IRA") as set forth in section C of this Agreement.

A. TRUSTEE AUTHORIZATION TO ESTABLISH AUTOMATIC ROLLOVER/MISSING PARTICIPANT/NORMAL RETIREMENT AGE ROLLOVER IRA

1. Trustee certifies that the Plan has certain Participants with benefits standing to their credit who have not contacted the Trustee or Administrator as to the disposition of their benefits (involuntary), and/or who cannot be located at this time (missing or lost Participants). The proper administration and/or termination of the plan requires that there be a disposition of the benefits of such Participants.
2. Trustee represents that it has considered alternatives to establishing an IRA for the missing Participant or involuntary Participant, including the purchase of an annuity if applicable, and has determined that establishing an IRA is in the best interests of the Participant.
3. The Trustee is a responsible party to the Plan and has the authority to establish an ARO IRA or NRA IRA on behalf of the Participant. The Plan Sponsor, if still in existence, has completed a company resolution or other written record of action authorizing the Trustee to establish such an IRA.
4. Trustee authorizes IRA Custodian to establish an ARO IRA or NRA IRA under Code Section 408(a) or a Roth IRA under Code Section 408A, or both, for the Participant, therefore no tax withholding is appropriate.
5. In the event the funds to be rolled over arise from a designated Roth account, the Trustee certifies that such account has been maintained in compliance with all applicable laws and regulations concerning such accounts. Such designated Roth Account monies shall only be rolled over to a Roth IRA.
6. Trustee certifies that any information provided or that will be provided to IRA Custodian as it relates to this Agreement, including but not limited to the required Participant information, is true and accurate to the best of its knowledge. In addition, Trustee agrees that any directions or action IRA Custodian takes will be proper under this Agreement and that IRA Custodian is entitled to rely upon such information or direction.
7. Trustee acknowledges receipt and understanding of this Agreement which includes disclosure of Investments, Earnings, Fees and Duties and Obligations of each party as required by Treasury Regulation ("Regulation") Section 1.408-6. Trustee understands that the terms and conditions which apply to this IRA are governed by this Agreement.
8. The Trustee agrees to provide the IRA Custodian with information necessary for the IRA Custodian to prepare any reports required under Code Section 408(i) and Regulations Sections 1.408-5 and 1.408-6.

B. CUSTODIAL DUTIES & OBLIGATIONS

IRA Custodian shall have the power or duty:

1. To establish all ARO IRAs and NRA IRAs in accordance with the requirements of 29 CFR §2550.404a-2 or 29 CFR §2550.404a-3, as applicable. However, IRA Custodian does not maintain that a regulatory safe harbor attaches to NRA IRAs.
2. To hold any securities or other property in the IRA in the name of the IRA Custodian or its nominee, or in another form as IRA Custodian may deem appropriate.
3. To retain any funds or property subject to any dispute without liability for the payment of interest and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes final adjudication.
4. To charge against and pay from the IRA all taxes of any nature levied assessed, or imposed upon the IRA, and to pay all reasonable expenses and attorney fees which may be necessarily incurred by IRA Custodian with respect to the IRA.
5. To file any tax or information return required and to pay from the account any tax, interest or penalty associated with any such tax return; any such filing shall be under the IRA Custodian's EIN number.
6. To furnish or cause to be furnished to Participant an annual calendar year statement concerning the status of the IRA, including a statement of the assets of the IRA held at the end of the calendar year. Such statements include IRS forms 1099-R and/or 5498.
7. To begin, maintain or defend any litigation necessary in connection with the administration of the IRA, except that IRA Custodian shall not be obliged or required to do so unless indemnified to IRA Custodian's satisfaction, including, without limitation, payment of such expenses out of IRA assets.
8. To employ and pay from the account reasonable compensation to agents, attorneys, accountants and other professional persons for advice that in their opinion may be necessary. IRA Custodian may delegate to any agent, attorney, accountant and other persons selected by IRA

Custodian in any power or duty vested in IRA Custodian by this Agreement.

9. To charge separately for any fees or expenses or deduct the amount of the fees or expenses from the assets in a Participant's IRA at IRA Custodian's discretion. IRA Custodian is also entitled to be reimbursed for any taxes and other expenses IRA Custodian assumes or incurs on behalf of Participant's IRA account. IRA Custodian's right to compensation and reimbursement from Participant's account shall constitute a first prior lien against the account. IRA Custodian has the right to change the fees upon 30 days' notice to Trustee and Participant which may be provided electronically via a posting on PenChecks' website. IRA Custodian is authorized to liquidate assets of the IRA for any unpaid fee balance and can, at IRA Custodian's discretion, require Participant to retain uninvested cash in the IRA sufficient to cover at least one year's estimated annual fees, including termination fees. Should fees or expenses not be collected, IRA Custodian shall have the option to cease performing any functions, including, but not limited to, processing investment transactions until such time as all fees and expenses charged against the account are fully paid.
10. To list all accounts with the National Registry of Unclaimed Retirement Benefits (a wholly owned subsidiary of PenChecks, Inc), an online searchable database of missing participants.
11. To require PenChecks or its designee to enforce the requirements of the USA PATRIOT Act once an ARO IRA or NRA IRA holder is properly identified and submits a claim.
12. To require PenChecks or its designee to file all appropriate Federal and State tax forms (i.e. Forms 1099-R, 945, 5498, etc.).
13. To, in no event, charge an ARO IRA or NRA IRA account a fee higher than the IRA Custodian or any of its subsidiaries charge for traditional or rollover IRA accounts.
14. To allow Trustee or the participant, on whose behalf the account has been established, to revoke this IRA without withdrawal charges by mailing or delivering a written notice to PenChecks within sixty (60) days of the opening of the IRA. The annual administrative fee will also be waived if the IRA has been revoked by the Trustee within the sixty (60) day period.
15. Generate and issue the required participant copy of the Form 1099-R (in the distribution year) and Form 5498 each year.
16. IRA Custodian shall have no duty to monitor the sufficiency or adequacy of Trustee's or Participant's actions or duties or those of Participant's heirs, successors, agents, or assigns, nor shall IRA Custodian be required to monitor the acts of any paid consultant to whom IRA Custodian may have contractually delegated any duties or responsibilities pursuant to Trustee's or Participant's direction.
17. IRA Custodian shall not be responsible for losses of any kind that may result from Trustee or Participant directions to IRA Custodian or Trustee's or Participant's actions or failures to act and Trustee and Participant agree to reimburse IRA Custodian for any loss incurred as a result of such directions, actions or failures to act. IRA Custodian shall not be responsible for any penalties, taxes, judgments or expenses Trustee or Participant may incur in connection with the ARO IRA or NRA IRA. IRA Custodian has no duty to determine whether Participant contributions or distributions comply with the Code, regulations, rulings or this Agreement.
18. Participant is responsible for all tax related issues. Trustee understands that IRA Custodian does not make any representation or warranty that all or any portion of the earnings in the IRA will be exempt from income taxation under Federal or State law, or that any rollover contribution will be excludable from income for Federal or State income tax purposes.

C. INVESTMENTS AND POWERS

1. Investments (see exception below)
    a. Trustee understands and acknowledges that only cash may be rolled over to this ARO IRA or NRA IRA and that the ARO IRA's or NRA IRA's assets will bear the expense of the IRA Custodian's fees in accordance with the Service Fees section of this Agreement.
    b. The IRA Custodian may accept additional residual cash rollover contributions from the Trustee for the benefit of the Participant. It is contemplated that only ARO IRA or NRA IRA accounts (as opposed to "traditional contributory" IRAs) will be maintained hereunder.
    c. Investment of assets in the ARO IRA or NRA IRA will be made pursuant to paragraph E below. The IRA Custodian may purchase an annuity on the Missing Participant's behalf.
    d. IRA Custodian does not guarantee the ARO IRA or NRA IRA from loss or depreciation. IRA Custodian's liability to make payment to the Participant at any time and all times is limited to the available assets of the ARO IRA or NRA IRA.
    e. No part of the Custodial funds may be invested in life insurance contracts, nor may the assets of the Custodial account be commingled with other property except in a common trust fund or common investment fund [within the meaning of Code Section 408(a)(5)].
    f. No part of the Custodial funds may be invested in collectibles [within the meaning of Code Section 408(m)].
    g. IRA Custodian will not provide any tax, legal or investment advice.
    h. For avoidance of doubt, while all NRA IRAs are established under this section pursuant to the framework in DOL Safe Harbor Regulations 2550.404a-2 and 2550.404a-3 ("DOL Regs 2550404a-2 and 404a-3.") and DOL Field Assistance Bulletin 2014-01, IRA Custodian does not maintain that a regulatory safe harbor attaches to NRA IRAs.
2. Powers
    a. The Participant's interest in the IRA is non-forfeitable.
    b. Transfers of monies from other qualified plans or IRAs to an account established hereunder are not permitted.
    c. This is not a managed account. The IRA Custodian will maintain the ARO IRA or NRA IRA as set out in paragraph E below.
    d. IRA Custodian shall not commingle the IRA with any other property except in a common trust fund or common investment fund. IRA Custodian retains the power to take such actions as are reasonable and necessary to carry out IRA Custodian's duties under the ARO IRA or NRA IRA. IRA Custodian is under no duty to take any action other than as specified under this Agreement unless Trustee provides IRA Custodian with instructions and agrees to indemnify and hold IRA Custodian harmless from any claims arising out of such instructions. Subject to the rules imposed by IRA Custodian, IRA Custodian is authorized and empowered, but not by way of limitation, with the following powers, rights and duties:
        i. To hold or invest any part or all of the ARO IRA or NRA IRA in any asset permissible under law as an investment for an ARO IRA or NRA IRA.
    e. Neither the Participant nor any Beneficiary may sell, transfer or pledge any interest in this ARO IRA or NRA IRA in any manner whatsoever, except as provided by law or this Agreement.
    f. The assets in this ARO IRA or NRA IRA shall not be responsible for debts, contracts or torts of any person entitled to distributions under this Agreement.
    g. Any fees charged to this ARO IRA or NRA IRA are included in the Service Fees section of this Agreement.

D. EARNINGS

Interest is computed daily and compounded and credited to the ARO IRA or NRA IRA monthly.

E. <u>SERVICE LEVELS, PROGRAM DESCRIPTION AND FEES</u>

1. *Express Automatic Rollover IRA:*

   Client directs Plan assets and all necessary Participant data to PenChecks Trust. There is no account minimum. PenChecks Trust will:

   a. Send notifications to Client, e.g., upon receipt of Plan assets, unless Client elects to opt out of certain notifications not required by law.
   b. PenChecks Trust will mail a Welcome Letter to the ARO IRA or NRA IRA holder within 3 business days of account set-up.
   c. Provide access to Amplify™ where Client will bulk upload or manually enter all necessary Participant data in order to establish the ARO IRA or NRA IRA (i.e., Name, SSN, DOB, Address, Account Balance, etc.).
   d. Establish an ARO IRA or NRA IRA on behalf of the Participant according to DOL Safe Harbor Regulations 2550.404a-2 and 404a-3, respectively. This regulatory safe harbor does not apply to NRA IRAs.
   e. Register Participants with the National Registry of Unclaimed Retirement Benefits, an online searchable database of missing Participants. A Participant can search to find their benefit. If a match results, PenChecks Trust is notified.
   f. File all appropriate Federal and State tax forms (i.e., Forms 1099-R, 945, 5498, etc.).
   g. Generate and issue the required participant copy of the 1099-R (in the distribution year) and Form 5498 each year.
   h. Perform address search annually to update Participant address included on Form 5498.
   i. Provide continuous access to Amplify™ to view history, current status of distribution, generate reports, or make additional distribution requests.

2. *Premier IRA:*

   PenChecks Trust facilitates the entire distribution process from beginning to end – from providing and collecting Participants' benefit elections to processing all payments and tax withholding, remitting and reporting. Client registers Client, plan sponsors, and Plan online with PenChecks Trust and directs Plan assets and basic Participant data (i.e., name, SSN, DOB, address, account balance, etc.) to PenChecks Trust. PenChecks Trust will:

   a. Send notifications to Client, e.g., upon receipt of Plan assets, unless Client elects to opt out of certain notifications not required by law.
   b. Notify Participant of the pending distribution and direct them to PenChecks Trust benefit election website. When disclosure to Participants of specific alternative benefits is required to be included in the Participant notice, PenChecks Trust must be provided all such benefits. PenChecks Trust is not responsible for the calculation of any such benefits.
   c. Provide required IRC 402(f) Special Tax Notice.
   d. Provide access to the PenChecks Trust Benefit Election Website where Participants can quickly and securely log on and elect to rollover their funds to an IRA or new employer Plan or take a cash lump sum. Paper forms are available.
   e. Disburse funds via Check, Wire, or ACH (additional handling fees apply) according to the instructions provided. Client by executing the Agreement represents to PenChecks Trust that distributions may be made under PenChecks Trust's standard procedures that allow Participants to waive, to the extent permitted by the Code, any election and revocation periods, including, but not limited to a Participant's waiver of the 30-day period to consider whether to receive a distribution.
   f. Withhold mandatory/voluntary Fed /State taxes, remit taxes to taxing authority, and file all necessary Fed/State tax forms (i.e., 1099-R, 945, 1096, etc.)
   g. Monitor and resolve all returned/uncashed disbursements and all expired Participant notices. Perform address searches and update address as needed.
   h. Provide continuous access to Amplify™ to review history, distribution status, generate reports, or make additional distribution requests.
   i. If Client chooses to establish an Automatic Rollover/Missing Participant IRA ("ARO IRA") or Normal Retirement Age IRA ("NRA IRA") for non-responsive Participants, PenChecks Trust will:
      i. Provide all benefits included in the Express IRA service (below) as well as comply with DOL FAB 2014-01 requirements.
      ii. Perform an initial address search for all Participants, consistent with DOL FAB 2014-01, and update as necessary, then perform annual searches, unless superseded by Client direction.
      iii. Notify Participants via first-class mail of pending distribution, Plan's intent to establish an ARO IRA or NRA IRA if Participants are unresponsive and request Participant to contact PenChecks Trust in a timely manner to make a benefit election. If Participant does not respond to initial mailing, complete additional mailing via certified mail.
      iv. Notify Participants' designated beneficiary if provided by Client and request beneficiary's assistance in locating the missing Participant.
      v. Direct all responsive Participants to the PenChecks Trust Benefit Election Website where Participants can safely and easily log on and elect to rollover their funds to an IRA or new employer Plan or take a cash lump sum distribution.
      vi. Disburse funds to responsive Participants via Check, Wire, or ACH (additional handling fees apply) according to the instructions provided.
      vii. Establish an ARO IRA or NRA IRA for those non-responsive Participants in accordance with DOL Safe Harbor Regulations 2550.404a-2 and 404a-3. Note: This regulatory safe harbor does not apply to NRA IRAs.
      viii. Handle all future Participant interaction and assist Participants in collecting/transferring their ARO IRA or NRA IRA elsewhere.
      ix. Rollovers from ARO/NRA IRAs to PenChecks Trust NextLevel IRA: No fee. Rollover termination fee: $30; Overnight mailing: $40.
      x. *The ARO IRA or NRA IRA that is established will be subject to the fees set out in section B(iii) below.*

3. **Stable Value Program:** All ARO IRAs and NRA IRAs are invested in the Guaranteed Fixed Income Fund offered by the Standard pursuant to an agreement between IRA Custodian and the Standard.

   a. The rolled-over funds will remain invested in the Stable Value Program unless otherwise directed by the Participant or Beneficiary, subject to Required Minimum Distribution ("RMD") regulations.
   b. **Stable Value Program Administration Fee:** After the assets are invested in the Standard Guaranteed Fixed Income Fund, IRA Custodian shall be entitled to receive an administration fee. The administration fee shall be assessed monthly in arrears for servicing and administering the ARO IRA/NRA IRA. Each month, to the extent that the Standard Guaranteed Fixed Income Fund pays interest in amounts in excess of the Money Market rate calculated by the Federal Deposit Insurance Corporation ("FDIC Money Market Rate") for the applicable month, IRA Custodian shall be entitled to a fee that shall be equal to the lesser of (i) 1/6 of 1% of the ARO IRA/NRA IRA account balance as of the end of the month or (ii) 1/12 of the annualized interest rate paid by the Standard Guaranteed Fixed Income Fund for the month in excess of the FDIC Money Market Rate. The fee may change from time to time upon thirty (30) days written notice to the Participant or beneficiary which may be provided electronically via a posting on IRA Custodian's website. IRA Custodian shall deem the Participant or beneficiary's failure to respond to any written notice as consent to the proposed change. The Participant or beneficiary directs IRA Custodian to deduct the annual administration fees from the interest earned from the

Guaranteed Fixed Income Fund. Notwithstanding anything to the contrary, in no event shall the interest received by the Participant in any given month exceed 75% of the interest received by PenChecks Trust pursuant to the above fee arrangement.

4. **Recordkeeping and Other Fees**: The IRA Custodian charges each ARO IRA/NRA IRA the following fees:
    a. Set-up Fee
        i. Express Automatic Rollover IRA – n/c
        ii. Premier IRA – $45 if participant makes an election or if an ARO IRA or NRA IRA is established.
    b. Account Maintenance Fee - $2.00 per month for account recordkeeping at the individual IRA level.
    c. Account Closeout & Distribution Fee -20% not to exceed $30.
5. If processing fees are paid by Plan Participants of a Defined Benefit Plan, the Sponsor/Trustee hereby certifies that the Plan Document(s) governing the distribution for such Plan Participant allows distribution fees to be charged against the Plan Participant's benefit.
6. IRAs are established for accounts in non-PBGC covered Defined Benefit and Cash Balance Plans with no initial fees. However, after the ARO IRA or NRA IRA is established and the funds are no longer held within a Defined Benefit or Cash Balance plan, PenChecks' normal and customary fees apply as set forth in section E(5) above.
7. IRA Custodian shall be reimbursed or reserve funds for all reasonable expenses the IRA Custodian incurs in connection with the administration of the ARO IRA or NRA IRA Programs.
8. IRA Custodian has the right to liquidate assets in the ARO IRA or NRA IRA, if necessary, to make distributions or to pay fees, expenses or taxes properly chargeable against the ARO IRA or NRA IRA. If instructions are not provided to IRA Custodian as to which assets to liquidate, IRA Custodian will use its sole discretion in deciding which assets to liquidate and Participant and Trustee agree not to hold IRA Custodian liable for any adverse consequences that result from such discretion.
9. These Program fees are subject to change (prospectively) upon thirty (30) days written notice which may be provided electronically via a posting on IRA Custodian's website.

F. IRA WITHDRAWALS/DISTRIBUTION

1. In the event that a Participant for whom an account was established pursuant to this Agreement is found or decides to exercise his/her rights with respect to his/her account and identifies him or herself to the satisfaction of IRA Custodian or authorized agent as the Participant for whom such account was established the Participant may elect to either:
    a. Receive an immediate lump sum distribution of all amounts allocated to the account (less any applicable fees or costs, as provided herein);
    b. Convert this account to a regular IRA by immediately executing an adoption agreement on such forms as IRA Custodian may require; or
    c. Elect to rollover such funds to a new employer plan.
2. If the Participant does not make an election within ninety (90) days after first identifying him or herself to the IRA Custodian, the nature of the account held hereunder shall remain the same and, if the Participant subsequently requests a distribution of the account or other distribution, the Participant must, once again, identify him or herself to the satisfaction of the IRA Custodian or authorized agent as set forth in F(1) above. Once the Participant satisfies this requirement, the same options will be available for another 90-day period.
3. In the event that the claim on the account is by someone claiming through the Participant either as the executor or death beneficiary of the Participant, once that individual has established his or her claim to the satisfaction of the IRA Custodian or authorized agent the account will be distributed to such individual as a lump sum distribution unless the distributee is the Participant's primary beneficiary, spouse or other family member in which event the distributee shall have the option to either receive the distribution or to convert the account into a spousal/inherited rollover IRA account.
4. All requests for withdrawal shall be in writing on a form provided by or acceptable to IRA Custodian or authorized agents. The method of distribution must be specified in writing. The word "writing" will also include electronic communication. The tax identification number and proof of identity of the recipient must be provided to IRA Custodian before IRA Custodian is obligated to make a distribution. In addition, the claiming Participant or beneficiary must give to IRA Custodian adequate proof of identity as required by the Patriot Act. Failure to provide such adequate proof will preclude IRA Custodian from making a distribution to a Participant or a Beneficiary.
5. Any withdrawals shall be subject to all applicable tax and other laws and regulations including possible early withdrawal penalties and withholding requirements and to any applicable fees charged either at the time of the transaction, monthly, or annually.

G. BENEFICIARIES /DEATH OF PARTICIPANT

1. If a Participant dies prior to receiving all the amounts in the ARO IRA or NRA IRA, payments from the IRA will be made to the Participant's beneficiaries.
    a. **IRA Beneficiary Designation:** The Participant may designate one or more persons or entities as beneficiary(ies) of the IRA. This designation can only be made on a form prescribed by or acceptable to IRA Custodian and it will only be effective when it is filed with IRA Custodian for the lifetime of the Participant or until it is revoked by the Participant. Each beneficiary designation that is filed with IRA Custodian will cancel all previous ones. The consent of a beneficiary shall not be required for the Participant to revoke a beneficiary designation.
    b. **No IRA Beneficiary Designation:** If the Participant does not designate a beneficiary for the IRA, a previous designation of beneficiary pursuant to the provisions of the qualified plan where the Participant's interest accumulated prior to establishing an IRA will be honored by IRA Custodian as the beneficiary designation. If such a beneficiary designation exists, the Trustee will submit a copy of the designated beneficiary form to the IRA Custodian and the IRA Custodian is directed to rely on such designation. The Trustee is not naming a beneficiary, but is merely providing information regarding the Participant's beneficiary designation under the Plan.
    c. A spouse beneficiary will retain the option to treat the deceased's IRA as his or her own. If the beneficiary payment election described in the Required Minimum Distribution Section of this Agreement (Section P 5(b)) is not made by December 31 of the year following the year of Participant's death, the following rules apply. If the beneficiary is the Participant's spouse, the payment method described in Section P, 5(b)(i) will be deemed elected (that is, payments over the life or life expectancy of Participant's spouse). If the beneficiary or beneficiaries are or include anyone other than Participant's surviving spouse, the payment method described in Section P, 5(b)(ii) will be deemed elected (that is, the 5-year rule). To the extent applicable, the Trustee represents it shall follow the provisions of its Plan with regard to deceased Participants and beneficiaries.

H. TERMINATION

1. This Agreement may be terminated at any time by either party giving to the other party thirty (30) days prior written notice of such termination; provided, however, that the parties may agree to waive any part or all of such time period. In the event of a termination of this Agreement by the IRA Custodian, the Participant will be given notice of the need to transfer the ARO IRA or NRA IRA to another IRA Custodian. If the Participant

does not complete a transfer of the ARO IRA or NRA IRA within thirty (30) days from the date IRA Custodian mails the notice to the Participant, IRA Custodian has the right to transfer the IRA assets to a successor IRA Custodian or Trustee that IRA Custodian chooses in its sole discretion or IRA Custodian may pay the IRA to the Participant in a single sum, or, IRA Custodian may transfer the assets to an applicable state escheat fund subject to guidance from appropriate Federal Agencies. IRA Custodian shall not be liable for any actions or failures to act neither on the part of any successor IRA Custodian or Trustee nor for any tax consequences the Participant may incur that result from the transfer or distribution of ARO IRA or NRA IRA assets pursuant to this section.

2. If this Agreement is terminated, IRA Custodian may hold back from Participant's ARO IRA a reasonable amount of money that IRA Custodian believes is necessary to cover any one or more of the following:
    a. any fees, expenses (including any expenses arising out of the transfer of funds) or taxes chargeable against the ARO IRA or NRA IRA; and
    b. any penalties associated with the early withdrawal of any savings instrument or other investment in the ARO IRA or NRA IRA.
3. If the IRA Custodian's company is merged with another organization (or comes under the control of any Federal or State agency) or if IRA Custodian's entire organization (or any portion which includes the IRA) is bought by another organization, that organization (or agency) shall automatically become the Trustee or IRA Custodian of the ARO IRA or NRA IRA, but only if it is the type of organization authorized to serve as an IRA Trustee or IRA Custodian.
4. If IRA Custodian is required to comply with Regulation Section 1.408-2(e) and IRA Custodian fails to do so, or IRA Custodian is not keeping the records, making the returns or sending the statements as is required by forms or regulations, the IRS may, after notifying the Participant, require the Participant to substitute another IRA Custodian or Trustee.
5. If any State of the United States claims a Participant's account and shows due and reasonable proof of the perfection of its claim, the IRA Custodian may pay such claim to the State without any further liability to anyone hereunder. IRA Custodian shall notify the Participant at the Participant's last known address of the payment of such claim.
6. Once a Participant who was either Missing or Involuntary has been located and demonstrates that he or she is the correct individual, PenChecks or its assignee will forward to such Participant or someone claiming under him or her Benefit Election Paperwork explaining Participant's rights and the various procedures and fees that are applicable to such withdrawal.

I. <u>ANNUITY BENEFIT OPTIONS</u>

If the Plan is subject to annuity benefit options and requires the Participant and spouse to waive eligibility for a joint and survivor annuity payout, the Trustee has the right to preserve such a requirement. In order to preserve the requirement to waive eligibility for a joint and survivor annuity benefit the Trustee must inform the IRA Custodian that such an option exists, and the Trustee must receive a copy of the joint and survivor language in a governing plan document. If the IRA Custodian does not receive a copy of the joint and survivor language, the related benefit and restrictions will not be preserved.

J. <u>QUALIFIED DOMESTIC RELATIONS ORDER</u>

Trustee certifies that if any Qualified Domestic Relations Order ("QDRO") which relates to the Participant's benefit under the Plan exists, then a copy must be attached to this application and the IRA Custodian shall take such steps as are necessary to implement such QDRO. In the event no QDRO is attached to this application, IRA Custodian shall have no duty to establish an account for anyone other than the Participant and Trustee agrees to indemnify IRA Custodian in full for any costs, expenses or charges incurred by it as a result of any action of any kind whatsoever which challenges the Participant's entitlement to 100% of the dollars rolled over.

K. <u>PARTICIPANT NOTIFICATION / DUE DILLIGENCE</u>

1. In the case where the Premier IRA Service has been elected to establish an ARO IRA or NRA IRA, Trustee certifies that a Participant search has not been performed. Therefore, PenChecks will perform a search for the Participant in accordance with the provisions of the Employee Benefit Security Administration Field Assistance Bulletin No. 2014-01 ("FAB 2014-01"), as amended. If the Participant is located and responsive, PenChecks will collect the Participant's benefit election information and issue a disbursement accordingly.
2. In the case where the Express IRA Service has been elected to establish an ARO IRA or NRA IRA, Trustee certifies that the participant search and notification requirements of FAB 2014-01 have been completed. Therefore, an Automatic Rollover/Missing Participant/Normal Retirement Age Rollover IRA will be established assuming that the Participant has been properly notified and that the Participant has the directions and contact information in order to claim their benefit.

L. <u>INDEMNIFICATION</u>

To the extent PenChecks or IRA Custodian acts upon the instruction or direction of the Trustee or its Authorized Representative(s), the parties agree that PenChecks and IRA Custodian are not fiduciaries under ERISA or the Code and are treated as excluded fiduciaries under SDCL 55-1B.To the extent not prohibited by Federal or State law, Trustee agrees to indemnify, defend and hold IRA Custodian and PenChecks and their subsidiaries (including its officers, employees, and agents) harmless against and from any and all claims, demands, liabilities, costs and expenses (including reasonable attorneys' fees and expenses), arising in connection with the acceptance by IRA Custodian of this rollover, with respect to (a) any negligence or alleged negligence, whether passive or active, by the Trustee and its subsidiaries (including its officers, employees, and agents), (b) any breach or alleged breach, whether passive or active, by the Trustee and its subsidiaries (including its officers, employees, and agents) of any responsibilities under this rollover agreement, or (c) any breach or alleged breach, whether passive or active, by a third party of responsibilities with respect to this rollover agreement. Trustee further agrees to pay for the defense of IRA Custodian and PenChecks and its subsidiaries (including its officers, employees, and agents) by independent counsel of their choice against any such claims, demands, liabilities, costs or expenses referred to in the preceding sentence. Furthermore, Trustee shall expressly indemnify and hold harmless IRA Custodian, its affiliates, and subsidiaries, their agents, directors, officers and employees from any losses, costs, damages and liabilities, including, without limitation, any attorney's fees, court costs and fines, however arising from any potential or actual claim, suit, injunction, action, proceeding, or investigation related to the establishment or operation of any NRA IRA established by IRA Custodian under section C of this Agreement. This provision shall survive any termination of this Agreement.

M. <u>ADVERSE CLAIMS</u>

If IRA Custodian receives any claim to the assets held in a Participant's IRA which is adverse to the Participant's interest or the interest of Participant's beneficiary, and IRA Custodian determines, in its absolute discretion that the claim is, or may be, meritorious, IRA Custodian may withhold distribution until the claim is resolved or until instructed by a court of competent jurisdiction. As an alternative, IRA Custodian may deposit all or any portion of the assets in Participant's ARO IRA or NRA IRA into the court through a motion of interpleader. Deposit with the court shall relieve IRA Custodian of any further obligation with respect to the assets deposited. IRA Custodian has the right to be reimbursed from the funds deposited for its legal fees and costs incurred.

N. <u>APPLICABLE LAW; BINDING EFFECT; SEVERABILITY</u>

This Agreement shall be construed and enforced pursuant to the laws of the State of South Dakota to the extent that such laws have not been preempted or superseded by Federal law. This Agreement shall be binding upon, and shall inure to the benefit of, the parties thereto and their respective successors and assigns. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereto or affecting the validity or enforceability of such provision in any other jurisdiction. Either party's failure to insist at any time upon strict compliance with any of the terms or provisions of this Agreement, or any continued course of conduct on its part shall not constitute or be construed as a waiver by such party of any of its rights or privileges hereunder.

O. AGREEMENT AMENDMENTS

This Agreement may be amended by PenChecks or IRA Custodian without the consent of Trustee where changes in the law or the relevant regulations, enforcement authority, or regulatory guidance requires such an amendment. All other modifications or amendments including, but not limited to fees, services, and service levels will be communicated no less than thirty (30) days prior to the effective date of the amendment via posting at amplify.penchecks.com or PenChecks' website allowing the Trustee, their authorized representative, or participant to continue or terminate this Agreement pursuant to Section H above. IRA Custodian shall deem the Trustee, Participant, or Beneficiary's failure to respond to any posting as consent to the proposed change.

P. REQUIRED MINIMUM DISTRIBUTIONS (RMDs)

1. Trustee understands that the normal retirement age for IRAs is that age when RMDs must begin and certifies that the birth date of the Participant provided is true and correct to the best of its knowledge.
2. Participant may make an election to begin receiving payments from their ARO IRA or NRA IRA in a manner that satisfies the RMD rules no later than April 1st of the year following the year Participant reaches age 70½ (if born before July 1, 1949) or age 72 (if born after June 30, 1949) (the "required beginning date" or such RMD age as may hereafter be established by law). If Participant fails to make such an election by their required beginning date, PenChecks can, at its complete and sole discretion, do any one of the following:
    a. make no payment until Participant gives PenChecks a proper payment request;
    b. pay the entire ARO IRA or NRA IRA to Participant in a single sum payment or distribution in kind; or
    c. calculate Participant's RMD from their ARO IRA or NRA IRA each year based on the Participant's single life expectancy (recalculated or not recalculated) and pay those distributions to Participant until Participant directs otherwise;
    d. deposit the RMD annually (after withholding) into a federally insured taxable savings account or omnibus account with a financial institution of PenChecks' choosing in the name of the Participant and under the Participant's Social Security Number.
        i. Neither PenChecks nor the IRA Custodian will be liable for any penalties or taxes related to the Participant's failure to take a distribution. PenChecks and IRA Custodian shall have no obligation to make payments to anyone if Participant remains a missing Participant.
3. Subject to the provisions of the NOTE immediately following this paragraph, notwithstanding any provision of the Agreement to the contrary, the distribution of the Participant's interest in the Custodial Account shall be made in accordance with the following requirements and shall otherwise comply with Code Sections 408(a)(6) and 401(a)(9)(A) and the regulations there under, the provisions of which are incorporated by reference.
    a. **NOTE:** In the event that a Custodial Account established hereunder is derived from a Designated Roth Account, the distributions rules set forth in this Section P shall have no application so long as the Participant is alive. Upon the death of the Participant, the rules applicable to post-death distributions shall apply except that the Participant shall have no required beginning date. In the event the Participant's surviving spouse elects to treat himself/herself as the owner of the Roth IRA, then the post-death distribution rules shall not apply until the death of such surviving spouse.
4. The entire interest in the Custodial Account must be, or began to be, distributed not later than the Participant's required beginning date, April 1 following the calendar year in which the Participant reaches age 70½ (if born before July 1, 1949) or age 72 (if born after June 30, 1949). By that date, the Participant may elect, in a manner acceptable to the IRA Custodian, to have the balance in the Custodial account distributed in:
    a. A single sum or
    b. Payments over a period not longer than the life of the Participant or the joint lives of the Participant and his or her designated beneficiary.
5. If the Participant dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
    a. If the Participant dies on or after the required beginning date and:
        i. the designated beneficiary is the Participant's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
        ii. the designated beneficiary is not the Participant's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the Participant and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
        iii. there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the Participant to the Participant's heirs at law as determined in the year of the Participant's death and reduced by 1 for each subsequent year.
    b. If the Participant dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below.
        i. The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the Participant's death. If, however, the designated beneficiary is the Participant's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Participant would have reached age 70½ (if born before July 1, 1949) or age 72 (if born after June 30, 1949). But, in such case, if the Participant's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.
        ii. The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death.
6. If the Participant dies before his or her entire interest is distributed and if the designated beneficiary is the Participant's surviving spouse, the spouse may treat the account as their own or may transfer it to a spousal rollover account.
7. The minimum amount that must be distributed each year, beginning with the year containing the Participant's required beginning date is known as the "required minimum distribution" and is determined as follows:
    a. The required minimum distribution under paragraph 2(b) for any year, beginning with the year the Participant reaches age 70½ (if born before July 1, 1949) or age 72 (if born after June 30, 1949), is the Participant's account value at the close of business on

December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulation Section 1.401(a)(9)-9. However, if the Participant's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Participant's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulation Section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the Participant's (or, if applicable, the Participant and spouse's) attained age (or ages) in the year.

b. The required minimum distribution under paragraph 5(a) and 5(b)(i) for a year, beginning with the year following the year of the death (or the Participant would have reached age 70½ (if born before July 1, 1949) or age 72 (if born after June 30, 1949), if applicable under paragraph 5(b)(i) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulation Section 1.40(a)(9)-9) of the individual specified in such paragraph 5(a) and 5(b)(i).

c. The required minimum distribution for the year the Participant reaches age 70½ (if born before July 1, 1949) or age 72 (if born after June 30, 1949) can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

8. The owner of two or more traditional IRAs may satisfy the minimum distribution requirements described above by taking from one traditional IRA the amount required to satisfy the requirement for another in accordance with the regulations under Code Section 408(a)(6).

   a. **NOTE**: The above RMD provisions of applicable law shall in the case of any ARO IRA or NRA IRA, be complied with in full by the IRA Custodian forwarding the RMD to the last known address of the non-responsive Participant. In the event that no response is received from the Participant or if the payment is returned to the IRA Custodian or such other facts exist that demonstrate that the Participant continues to be non- communicative, PenChecks may direct the IRA Custodian to deposit the RMD annually (after withholding) into a taxable FDIC insured savings account with a financial institution in the name of the Participant and under the Participant's Social Security Number. If PenChecks is unable to determine from any source what the date of birth of a Participant is, PenChecks will assume that the Participant is age 40 at the time an ARO IRA or NRA IRA is established hereunder.

   b. In addition, in the case of a Missing Participant Account where the Participant for whom said account is held continues to be and remains a Missing Participant at the time said RMD rules become applicable, the RMD provisions of applicable law shall be satisfied when PenChecks directs the IRA Custodian to deposit the RMDs annually (after withholding) into a taxable FDIC insured savings account with a financial institution in the name of the Participant and under the Participant's Social Security Number. With respect to such taxable savings account, such financial institution will prepare, where applicable, a Form 1099 INT and any other necessary reports. Such financial institution shall be entitled to a reasonable fee for its services.

   c. **In lieu of annual deposits, any account with a balance of less than $45.00 shall be transferred in its entirety to an insured savings account at the time the Minimum Required Distribution rules become effective with respect to such account.**

   d. PenChecks will administer such accounts referred to in the Note above subject to an annual reasonable fee for such administration. In addition, at such time as is appropriate under the applicable provisions of law, PenChecks will cause any taxable savings account established hereunder to be escheated to the state of last residence of the Participant for whom the account was created.

Q. COUNTERPARTS; ELECTRONIC SIGNATURES

1. This Agreement may be executed in any number of counterparts, each of which is an original, but all the counterparts together constitute the same document. Delivery of an executed counterpart of a signature page to this Agreement by e-mail or other electronically delivered signatures of the Parties shall be as effective as delivery of a manually executed counterpart of this Agreement.

R. TEMPLATE - SUMMARY OF MATERIAL MODIFICATIONS & AUTOMATIC ROLLOVER NOTICE

Available upon request is a sample Summary of Material Modification to the Summary Plan Description and a sample Participant Automatic Rollover Notice.

[Signature Page Follows]

AUTOMATIC ROLLOVER IRA, MISSING PARTICIPANT IRA, AND NORMAL RETIREMENT AGE IRA CUSTODIAL AGREEMENT SIGNATURE PAGE:

____
Company Name

______________________________ ______________________________
Plan Name | Plan EIN

______________________________ T. Rowe Price
Plan Type | Custodian (i.e., Bank/Trust Co) or Trading Platform

______________________________ SS&C
T. Rowe Price Plan ID / Account Number | Integration Partner

______________ ______________ ______________ ______________
Plan Sponsor Contact First Name | Plan Sponsor Contact Last Name | Phone | Email Address

______________ ______________ ______________ ______________
Trustee First Name | Trustee Last Name | Phone | Email Address

______________________________ ______________________________
Plan Type | Custodian (i.e., Bank/Trust Co) or Trading Platform

______________ ______________ ______________ ______________
Address | City | State | Zip Code

______________________________ ______________
Signature of Plan Sponsor/Trustee/Custodian/Plan Administrator or, Other Responsible Party & Title | Date