

Plan Sponsor Services Agreement

This Plan Sponsor Agreement (the "Agreement") is made this
(MM-DD-YYYY) date (the "Effective Date"), by and between
..... (the "Plan Sponsor")
and Morningstar Investment Services, Inc. ("MIS"), to provide certain services
as hereinafter defined, in accordance with the terms and conditions set out below.

Recitals

Whereas, Plan Sponsor maintains a participant-directed defined contribution plan (the "Plan"); and

Whereas, Plan Sponsor wishes to have MIS assist in the initial selection and on-going monitoring of the investment options within the Plan, assist in the creation of an Investment Policy Statement and to make available to Participants (defined below) model asset allocation portfolios, and MIS is willing to provide Plan Sponsor with such services, subject to the terms and conditions of this Agreement;

Now, therefore, in consideration of the mutual promises set forth herein, MIS and Plan Sponsor hereby agree as follows:

Morningstar® Managed Plan SolutionsSM

Plan Sponsor Services Agreement

I. Definitions

The following definitions shall apply to this Agreement and to any Exhibit attached hereto

Business Days

Shall mean those days that the New York Stock Exchange is open for business.

ERISA

Shall mean Employee Retirement Income Security Act of 1974 as amended.

Funds

Shall mean those open-end registered investment companies (e.g., mutual funds) available on your recordkeeping platform.

Fund Universe

Shall mean the investment platform of open-end registered investment companies (e.g., mutual funds) that the Plan Sponsor selected. Plan Sponsor has two investment platforms from which to choose from: (1) mutual funds with 12(b)-1 fees and (2) no-load or load waived mutual funds.

Investment Option or Investment Options

Shall mean those Funds selected from the Fund Universe that are available to Participants.

Model Portfolio or Model Portfolios

Means risk-based model asset allocation portfolios constructed by MIS whose underlying holdings are derived from the Investment Options.

Participant or Participants

Means an individual employee of Plan Sponsor who is enrolled in the Plan and is entitled to gain access to the Model Portfolios.

Provider

Means a third-party entity that provides employee benefit plan products, record-keeping, and other services to Plan Sponsor.

Services

Shall mean the services to be performed or delivered by MIS as described in Exhibit A.

Website

Shall mean the Internet site(s) owned and operated by the Provider.

II. MIS Obligations

- a. MIS shall provide Services to the Plan and maintain its registration as an investment advisor.
- b. No Liability for Plan Benefits: In providing Services, MIS shall not be liable for any benefits due, or claimed to be due, under the Plan.
- c. Standard of Care: During the term of this Agreement, MIS will perform the Services under this Agreement in accordance with the fiduciary requirements of ERISA including in good faith and with the degree of diligence, care and skill that a prudent person rendering similar services would exercise under similar circumstances. The provisions of this Agreement shall not be interpreted to imply any other obligation on the part of MIS to observe any other standard of care. Except as required by ERISA, MIS shall not be liable for the acts or omissions of any other fiduciary to the Plan, including, but not limited to, any acts or omissions of the Plan Sponsor.

III. Plan Sponsor Obligations

- a. Compliance: Plan Sponsor shall be solely responsible for the Plan's compliance with the applicable federal and state rules and regulations including, but limited to, ERISA.
- b. Agreement: Plan Sponsor shall be solely responsible for determining whether or not to enter into this Agreement and will not rely on any advice of MIS or any of its affiliates in making such decision.
- c. Fund Universe: Plan Sponsor shall be solely responsible for the selection of the Fund Universe which will constitute the Plan's Investment Options.
- d. Selection and Monitoring: Plan Sponsor shall be solely responsible for the selection and on-going monitoring of the Provider and MIS.
- e. Investment Options: Plan Sponsor shall be solely responsible for deciding whether to follow MIS' initial Investment Options suggestions and, if applicable, subsequent replacements of one or more of the Investment Options. Plan Sponsor understands that by signing this agreement, they are approving MIS' initial Investment Options selections (see Section 12.1.). If the Plan Sponsor determines not to follow MIS' suggested replacement of one or more Investment Options, the Plan Sponsor agrees to communicate that fact to MIS and the Provider and understands and agrees that the Agreement will terminate in accordance with Section 7(e) below.

- f. Cooperation: Plan Sponsor shall fully cooperate with MIS in its provision of Services, in such manner as MIS may from time to time reasonably request. Plan Sponsor understands and acknowledges that such cooperation shall include timely and accurate (i) communication to Participants regarding the scope of the Services including the Participants' ultimate responsibility for the investment decisions pertaining to their Plan assets (ii) communication to Participants regarding Model Portfolios and, if applicable, any updates or changes to them and (iii) if applicable, Participant information and their Model Portfolio selection ("Participant Information").
- g. Disclosure to Participants: In addition to, or as part of, any disclosure required of the Plan Sponsor in accordance with applicable federal and state rules and regulations, Plan Sponsor shall disclose to Participants in the Plan (i) the amount of any charges to the Participant's account, (ii) whether or not such charges will be imposed if the Participant does not use the Services, and (iii) that any such charges may be allocated among various service providers to the Plan, including but not limited to MIS, to compensate them for the services they provide to the Plan. Upon MIS' request, Plan Sponsor shall provide MIS with copies of such disclosure.
- h. Errors: Plan Sponsor shall promptly notify MIS and Provider of any errors, incompleteness or untimeliness in any of the data, analyses, opinions or other information contained in the Services and/or Participant Information about which Plan Sponsor becomes aware of. Moreover, Plan Sponsor acknowledges and agrees that MIS does not guarantee that the Model Portfolios will be delivered via the Plan's recordkeeper without interruption, timely, error-free, or secure. Errors may occur in software-based services as a result of programming errors, database errors, or other causes.
- i. Proxy Voting: Plan Sponsor represents that with respect to proxies attributable to securities held in Plan accounts, the Plan provides that the Plan Sponsor or the Plan trustee shall be responsible for voting such proxies. Plan Sponsor agrees that MIS shall have no responsibility or liability for such proxy voting.
- j. Class Actions: Plan Sponsor represents that the Plan Sponsor or the Plan trustee shall be solely responsible for monitoring whether any class action lawsuits have been filed pertaining to the Investment Options and determining whether the Plan is eligible to participate and whether it is in the best interests of the Plan to participate in such class actions.
- k. Qualified Default Investment Alternative ("QDIA"): The Plan has in place an automatic enrollment feature. For those participants who are automatically enrolled into the Plan, the Plan Sponsor represents that it has determined to use the Model Portfolios as the default investment in accordance with Section 404c-5 of ERISA and the regulations thereunder. MIS understands and acknowledges that it will act as an investment manager as defined by ERISA and will be a fiduciary only with respect to the QDIA until such time as a Participant exercises control over the assets in his or her account. Plan Sponsor shall be responsible for ensuring that the Provider has access to timely and accurate information regarding Participants who are automatically enrolled into the Plan and who have not provided any investment directions with respect to their Plan accounts ("QDIA Participant"). Until a QDIA Participant exercises control over his or her Plan account, MIS shall be responsible for selecting an appropriate Model Portfolio for the QDIA Participant based on his or her age at the time of being automatically enrolled into the Plan and for making subsequent changes such as (i) replacing one or more Investment Options underlying a Model Portfolio, (ii) changes in a Model Portfolio's asset allocation percentages, and (iii) moving a QDIA Participant to the next conservative Model Portfolio when his or her age is greater than the maximum age for his or her current Model Portfolio. Plan Sponsor shall be solely responsible for compliance with Section 404c-5 of ERISA including the required notifications noted within Section 404c-5(c) (3). On behalf of the QDIA Participants, Plan Sponsor acknowledges that it has received MIS' Overview (a substitute brochure of MIS' Form ADV Part II) ("Brochure") located at Exhibit C prior to or at the time of entering into this Agreement. Additionally, Plan Sponsor agrees to make the Brochure available upon a QDIA Participant's request.
- l. Consent to Electronic Delivery of Information: Plan Sponsor acknowledges that through its agreement with the Provider, services, including those provided by MIS, and information related to your Plan is provided through electronic means, primarily through the Website. Plan Sponsor represents that they have provided the Provider a valid electronic mail address ("E-Mail Address") and consent to having communication between Plan Sponsor and MIS relating to the Services sent to that E-Mail Address ("MIS Communications"). Plan Sponsor represents to MIS that its E-Mail Address allows them to read and print MIS Communications. Plan Sponsor agrees that such electronic delivery shall be deemed by MIS as effective delivery to the Plan Sponsor whether or not you access or review the MIS Communication. To receive electronic delivery of MIS Communication, Plan Sponsor represents to MIS that it has a computer with Internet access and an E-Mail Address. Plan Sponsor also represents to MIS that it can download and save or download and print MIS Communication so as to retain the MIS Communication for their records. Plan Sponsor understands and acknowledges that Internet access may involve some costs to them. Plan Sponsor may withdraw or revoke their consent of receiving MIS Communication electronically at any time by notifying the Provider.

However doing so, Plan Sponsor understands that it may affect its ability to use MIS' Services.

IV. Use and Promotion

- a. The Services shall be made available only to retirement plans duly established under the laws of the United States of America and to Participants that are citizens and/or legal residents of United States of America or its territories.
- b. The Services, or any portion thereof, may be used by Plan Sponsor and its Participants only in connection with Plan assets. Any other use by the Plan Sponsor, including commercial use for the benefit of another person, is prohibited under this Agreement and shall be a material breach of this Agreement. Plan Sponsor shall take all commercially reasonable actions to ensure that there is no unauthorized use by its employees, agents, independent contractors, vendors or other third parties. Plan Sponsor shall immediately notify MIS of any actual or potential unauthorized use of which Plan Sponsor becomes aware. Plan Sponsor agrees to cooperate and provide reasonable assistance to MIS in connection with preventing and stopping any unauthorized use, of the data, analyses, opinions and other information contained in the Services.
- c. Approval of Promotion: Except to the extent required by ERISA, Plan Sponsor may not mention or refer to MIS, the Services, any of MIS' Intellectual Property (defined below) or any of MIS' correspondence, public announcements, advertising, marketing or promotional materials, announcements or events (collectively, the "Promotion Material") without MIS' prior written approval, unless such material was provided by MIS to Plan Sponsor for its incorporation into such Promotion Material. Plan Sponsor shall incorporate appropriate notice, attribution and disclaimer language into the Promotion Material, as MIS may specify in its review of the Promotion Material. Plan Sponsor shall have a limited license to use the MIS name, trademarks, service marks (the "Morningstar Marks") identified herein but, in each instance, only in the manner and format specified by Morningstar in writing in advance.

V. Confidentiality

The parties acknowledge that in the course of their dealings hereunder, each may acquire information about the other, its business activities and operations, its technical information and its trade secrets, all of which are proprietary and confidential (the "Confidential Information"). Except as required by applicable law, each party hereby agrees that: (a) all Confidential Information (including, but not limited to the terms of this Agreement) remains the exclusive property of the

disclosing party; (b) it shall maintain, and shall use prudent methods to cause its employees and agents to maintain (and not to otherwise copy, publish, disclose or use other than as contemplated under this Agreement), the confidentiality and secrecy of the disclosing party's Confidential Information; and (c) it shall return or destroy all copies of the disclosing party's Confidential Information upon request of the disclosing party. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (i) is or becomes a part of the public domain through no act or omission on the part of the receiving party; (ii) is disclosed to third parties by the disclosing party without restriction on such third parties; (iii) is in the receiving party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement; (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; (v) is released from confidential treatment by written consent of the disclosing party; or (vi) is required to be disclosed by a court of competent jurisdiction; provided the receiving party gives the disclosing party prior written notice of such proposed disclosure sufficient to enable the disclosing party to obtain an appropriate protective order, if it so desires.

VI. Ownership

Notwithstanding the rights granted under this Agreement, Plan Sponsor acknowledges and agrees that: (i) MIS retains sole and exclusive ownership over and all data, analyses, opinions, developments, inventions, processes, formulas, technology, or other information contained in the Services ("Intellectual Property"), except the data referred to in (ii) below, and that the Services and all data, analyses, opinions and other information contained in it include valuable copyrighted and proprietary material of MIS; (ii) Morningstar, Inc. retains sole and exclusive ownership rights in certain data contained within each of the Services (the "Morningstar Data") and that the Morningstar Data contain the valuable copyrighted and proprietary material of Morningstar, Inc. (iii) MIS or Morningstar, Inc. as applicable, retains sole and exclusive ownership over the Intellectual Property; (iv) the Services and Intellectual Property are being made available to the Plan Sponsor for the express purposes and use set forth herein and nothing contained herein transfers to Plan Sponsor any ownership interest in the Intellectual Property or the Services and any software, pictures, images, materials, changes, materials, or other works of authorship provided contained therein or Intellectual Property; and (v) Plan Sponsor shall not have any rights in and to the Services and Intellectual Property, except as specifically granted by this Agreement. Plan Sponsor has no right to make derivative works of the Services, the Morningstar Data or the Intellectual Property in any form for use in any medium currently in existence or under development, now or in the future. Plan Sponsor shall not, at any time during or after the term of this Agreement: (i) contest or assist any third party in contesting the validity or enforceability of MIS' ownership of all right, title

and interest in and to the Services and all corresponding intellectual property rights, or in Morningstar, Inc.'s ownership of all right, title and interest in and to the Morningstar Data and all corresponding intellectual property rights thereto; (ii) use the Intellectual Property, except as specifically authorized by this Agreement; (iii) use any trademark, service mark, trade name or corporate name that is a colorable imitation or confusingly similar to any of the Intellectual Property, except as expressly authorized by MIS in writing in advance; or (iv) contest or assist any third party in contesting the validity or enforceability of the Intellectual Property or the ownership of all right, title and interest in and to the Intellectual Property. To the extent Plan Sponsor is authorized to use any of the Intellectual Property, such use shall inure to the benefit of MIS or Morningstar, Inc., as appropriate. Plan Sponsor shall, at all times during or after the term of this Agreement, execute any documents and take such other actions reasonably requested by MIS to confirm or protect MIS' and Morningstar, Inc.'s right, title and interest in and to the Morningstar Data or the Intellectual Property, as applicable, and any corresponding intellectual property rights.

VII. Term and Termination

- a. **Term:** The term of this Agreement shall begin on the Effective Date and shall continue until any of the events described in this section occurs. Plan Sponsor understands and agrees that upon termination all Services will cease. Termination of this Agreement for any reason shall not affect Plan Sponsor's obligation to pay any and all fees and other amounts due and payable under this Agreement, nor shall such termination relieve Plan Sponsor of any liability for breach of this Agreement or of the obligation to arbitrate disputes arising under this Agreement.
- b. **Termination Upon Default or Insolvency:** If either party defaults in the performance of, or is in material non-compliance with, any provision contained in this Agreement (including, but not limited to, any uncured insolvency or the like), and such default is not cured within thirty (30) Business Days after written notice thereof is given to the defaulting party, the party giving such notice may then give further written notice which shall terminate this Agreement as of the date specified in such notice.
- c. **Termination Upon Termination of Agreement between MIS and Provider:** This Agreement will terminate automatically upon the termination of the agreement between MIS and the Provider.
- d. **Termination With Notice:** This Agreement may be terminated by either party upon fifteen (15) Business Days written notice to the other party.

VIII. Fees

- a. **Fees.** During the term of this Agreement, the Plan and/or the Plan Sponsor, as the case may be, shall pay a fee (the "MIS Fee") described on Exhibit B attached hereto and made part hereof.
- b. **Collection Authorization and Payment Terms:** The parties hereby agree that Provider shall collect the MIS Fee from the Plan Sponsor or the Plan, if so directed by the Plan Sponsor, and is hereby authorized to remit the MIS Fee to MIS. The parties agree and acknowledge that Provider shall collect and remit the applicable MIS Fee in quarterly installments in arrears beginning at or near the end of the calendar quarter in which the MIS Fee was earned by MIS.

IX. Representations and Warranties

- a. **Representations of MIS:** MIS represents and warrants to Plan Sponsor that (a) it is an investment advisor registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended ("Advisers Act"); (b) to MIS' knowledge it has all rights in and to all of the Intellectual Property necessary to market, distribute the Services in accordance with the terms of this Agreement; (c) this Agreement is binding on MIS; (d) MIS' entry into this Agreement does not violate any prior obligation or agreement of MIS; and (e) it will act as a fiduciary only with respect to the initial identification and on-going monitoring of the Investment Options, construction of the Model Portfolios and any subsequent changes made to them, and the QDIA accounts.
- b. **Representations of Plan Sponsor:** Plan Sponsor represents and warrants to MIS that (a) Plan Sponsor has the authority and power to enter into and comply with its obligations under this Agreement and the rights and licenses necessary to enter into and perform its obligations under this Agreement; (b) this Agreement is binding on Plan Sponsor and the Plan; (c) Plan Sponsor's entry into this Agreement does not violate any prior obligation or agreement of Plan Sponsor; (d) the individual signing this Agreement and any Exhibits thereto on behalf of Plan Sponsor is a named fiduciary of Plan or is authorized to sign on behalf of the Plan Sponsor in its capacity as a named fiduciary of Plan and is also authorized to sign on behalf of the Plan Sponsor in its corporate capacity; (e) consistent with the terms and conditions contained in all governing documents of Plan Sponsor's Plan with respect to the voting of proxies, Plan Sponsor or the Plan Trustee will vote proxies for securities held in any Participant's Plan account, (f) Plan Sponsor authorizes the use of electronic communication (including by electronic mail) in communicating to its Participants about the Services and that such communication will be

facilitated primarily by the Provider, and (g) the instruments under which the Plan is maintained authorize the Plan to pay any fees for which the Plan is responsible as provided in this Agreement.

X. Disclaimers

- a. **Data Disclaimer:** MIS will use commercially reasonable efforts to ensure that the data, analysis, opinion, and other information contained in or utilized for the Services are correct. Although gathered from sources believed to be reliable, Plan Sponsor acknowledges that MIS cannot guarantee the accuracy of the data or information used to provide the Services. The completeness and timeliness of all data and information used to provide the Services is dependent upon the sources of such data and information, which are outside of MIS' control.
- b. **Disclaimer of Warranties:** Except as expressly set forth in Section 9 above, MIS provides no warranties, either express, implied or otherwise with respect to the Services delivered pursuant to this Agreement, and to the extent permitted by law, including ERISA, MIS disclaims the implied warranties of fitness for a particular purpose and merchantability with respect to such Services.
- c. **Liability:** To the extent permitted by applicable law, MIS shall not be liable to Plan Sponsor, the Plan, or any Participant for any error of judgment or mistake of law or for any loss suffered by the Model Portfolios in connection with the matters to which this Agreement relates, except a loss resulting from misfeasance, bad faith or negligence on the part of MIS in the performance of its duties or from reckless disregard by it of its duties under this Agreement. The federal and state securities laws impose liabilities on persons who act in good faith and nothing contained in this Agreement should be construed as a waiver or limitation of Plan Sponsor's rights under such laws under certain circumstances. To the extent permitted by applicable law, neither party will be liable to the other for any consequential, special, incidental, direct, or punitive damages of any kind arising out of or in connection with this Agreement.
- d. **Plan Sponsor's Rights Under Securities Laws:** Nothing in this Agreement is intended to or shall waive any rights to which Plan Sponsor is specifically entitled under the securities laws of the United States.

XI. Indemnification

Indemnification by MIS

MIS agrees to indemnify, defend and hold harmless the Plan Sponsor and its and their successors and assigns, and its and their directors, officers and employees, from and against any

and all third party claims, demands, suits, actions, and any and all damages, losses, liabilities, taxes, penalties, fines, charges costs and expenses, including reasonable attorneys' fees, (individually a "Loss" and collectively "Losses") arising from MIS' breach of its obligations under this Agreement. MIS' indemnification obligation shall not apply to any Loss or Losses arising out of or relating to a Loss due to any of the following: (i) the financial performance of any Investment Option included within the Plan; (ii) any violation of law, rules, or regulations by a party other than MIS in connection with such Investment Option; (iii) the decisions, fault or negligence of the Plan Sponsor; (iv) untimely and/or inaccurate Participant Information provided by the Plan Sponsor to the Provider or MIS; (v) the violation of rules or regulations by Plan Sponsor; (vi) the fault or negligence of services provided by the Provider; or (vii) the decisions made by Participants to use a Model Portfolio or any other decisions relating to their Plan account. Plan Sponsor shall provide prompt written notice of any claim, action, or proceeding giving rise to such obligation, shall reasonably cooperate with its defense and/or settlement efforts and shall grant MIS at MIS' option, sole control of the defense and/or settlement of such claim, action, or proceeding. This indemnification obligation shall survive any termination of this Agreement.

Indemnification by Plan Sponsor

Plan Sponsor agrees to indemnify, defend and hold harmless MIS and its and their successors and assigns, and its and their directors, officers and employees, from and against any and all third party claims, demands, suits, actions, and any and all damages, losses, liabilities, taxes, penalties, fines, charges, costs and expenses, including reasonable attorneys' fees, (individually a "Loss" and collectively "Losses") arising from the Plan Sponsor's breach of its obligations under this Agreement or its fiduciary obligations under the Plan, its use of the Intellectual Property provided hereunder in any manner not specifically authorized hereunder, or its failure to provide accurate information to MIS or the Provider. Plan Sponsor's indemnification obligation shall not apply to any Loss or Losses arising out of or relating to a Loss due to any of the following: (i) the financial performance of any Investment Option included within the Plan; (ii) any violation of law, rules, or regulations by a party other than Plan Sponsor in connection with such Investment Option; (iii) the fault or negligence of, or violation of rules or regulations by MIS; or (iv) MIS' decisions pertaining to the identification of Investment Options and the construction of Model Portfolios. MIS shall provide prompt written notice of any claim, action, or proceeding giving rise to such obligation, shall reasonably cooperate with its defense and/or settlement efforts and shall grant Plan Sponsor at Plan Sponsor's option, sole control of the defense and/or settlement of such claim, action, or proceeding. This indemnification obligation shall survive any termination of this Agreement.

 XII. Miscellaneous

- a. Notices: All notices or other communications shall be in electronic communication. Unless otherwise provided, notice will be effective on the date it is officially recorded as delivered by the Provider's electronic email system.
- b. Entire Understanding; Partial Invalidity: This Agreement, along with any Exhibits or other attachments hereto, sets forth the entire understanding between the parties and supersedes any and all oral or written agreements between the parties as to the subject matter of this Agreement. If any provision of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of the Agreement, or the application of such provisions as to which it is not held to be invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and be enforced to the fullest extent permitted by law.
- c. Modification: This Agreement may be modified only in a document signed by both parties.
- d. Assignment: The parties' benefits and obligations in this Agreement shall not be assigned (as the term "assignment" is defined and interpreted under the Advisers Act) without the prior consent of the other party. This Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their permitted successors in interest and assigns. The parties acknowledge that there are no intended third party beneficiaries of this Agreement.
- e. No Waiver; Force Majeure: The failure of one party to require the other to perform hereunder shall in no way affect the first party's right to require such performance thereafter, nor shall the waiver by either party of a breach of any Agreement provision be deemed a waiver of any succeeding breach of that provision or a waiver of the provision itself. In no event shall one party be liable to the other for any delay or failure to perform hereunder if the delay or failure is due to causes beyond the reasonable control of that party.
- f. Injunctive Relief: Each party acknowledges that the other's legal remedies (including the payment of damages) would not adequately compensate the non-breaching party for the other's breach of this Agreement regarding ownership, use, copying, distribution, confidentiality or nondisclosure, as applicable, of the Services (or any part thereof), the Intellectual Property, or Confidential Information and that it would suffer continuing, irreparable injury as a direct result of such breach. Therefore, in the event of any such breach or threatened breach, the non-breaching party may seek entry of any injunctive relief necessary to prevent or cure such breach (including temporary and preliminary relief, and relief by order of specific performance), without posting of bond or other security or proof of irreparable harm.
- g. Arbitration: Any dispute under this Agreement shall be settled by binding arbitration in Chicago, Illinois before a panel of three impartial arbitrators under the rules of the American Arbitration Association. In any such arbitration, each party shall bear its own costs, expenses and attorneys' fees and the parties shall share the arbitrators' fees and other expenses of arbitration. The arbitration award may be enforced in any court having jurisdiction over the parties and the subject matter of the arbitration, and the parties irrevocably submit to the nonexclusive jurisdiction of the Superior Court of the State of Illinois, and the United States District Court for the Northern District of Illinois, in any action to enforce an arbitration award. Notwithstanding the foregoing, this binding arbitration clause in no way limits or affects the Plan Sponsor's rights under the Advisers Act.
- h. Choice of Law: To the extent not preempted by federal law, all disputes arising under this Agreement or its performance shall be determined exclusively under the laws of the State of Illinois without regard to its conflict of laws provisions.
- i. Acknowledgment of Receipt of MIS' Disclosure Statement: Plan Sponsor acknowledges that it has received the Brochure noted in Exhibit C prior to or at the time of entering into this Agreement.
- j. Survival of Rights: Termination or cancellation of this Agreement for any reason shall not relieve either party of obligations that accrued prior to termination or cancellation, or of obligations that by their nature are intended to survive this Agreement, including but not limited to obligations in connection with warranties, disclaimers, confidential information and indemnification.
- k. Counterparts: This Agreement may be signed in two counterparts, which together shall form a single agreement as if both parties had executed the same document.
- l. Approval: By signing below, Plan Sponsor approves of the Investment Options identified by MIS.

In witness whereof, the parties have entered into this Agreement as of the date set forth above.

Plan Sponsor

.....
Name (Print) Title
▶
.....
Signature Date

Morningstar Investment Services, Inc.

Jeffrey Ptak, CFA

.....
Name (Print) Title
▶ 
Signature Date

Exhibit A

MIS Services

MIS Services consist of the following:

I. Selection of Investment Options

MIS will provide Plan Sponsor assistance in selecting the Investment Options to be made available for investment by Participants under the Plan. MIS' goal in identifying Investment Options is to include a range of Funds that will enable Participants to invest according to varying risk tolerance, savings time horizon and other financial goals.

MIS will assist the Plan Sponsor in complying with its fiduciary responsibilities in selecting the Investment Options, but the final approval remains with the Plan Sponsor. The Fund Universe which MIS may consider and identify Investment Options from is defined by the Plan Sponsor and is confined to Funds.

MIS will identify appropriate Investment Options through the use of qualitative and quantitative analysis. MIS will use a proprietary rating system that assesses the performance, tenure and investment process of a Fund's portfolio manager(s). MIS will assign a rating based on the following key factors:

Investment Process: Fund managers must employ a disciplined, proven process. MIS looks for attributes such as insightful security analysis, robust valuation assessments, active risk management, and strong idea generation.

People: MIS judges the quality of each Fund's portfolio management team and stability of the organization as well as management's tendency to act in the best interests of shareholders.

Risk-Adjusted Performance: Funds must deliver solid, risk-adjusted performance consistently over time.

Capacity: MIS makes an assessment of the Fund's size compared to its investment strategy and if there are constraints, what steps management has taken to address capacity issues.

Expenses: MIS reviews a Fund's expenses from multiple angles because costs impact performance.

Other Factors: MIS considers each Fund's fit within a portfolio, the attractiveness of the asset class or fund style within a given market environment, the level of communication and support the Fund company provides, and other subtle, yet important factors.

II. Ongoing Investment Monitoring

MIS will perform on-going monitoring of the Investment Options within the Plan. MIS will monitor each selected Fund by:

- ▶ using the process noted above;
- ▶ conducting interviews with the investment options portfolio manager(s);
- ▶ using the extensive databases and products of its parent, Morningstar, Inc.;
- ▶ using statistical or other data sources from various unaffiliated vendors; and
- ▶ using other sources including financial newspapers and magazines, annual reports, prospectuses, filings with the Securities and Exchange Commission, and press releases.

If in the performance of this monitoring function, MIS identifies one or more Investment Option(s) that it believes is no longer appropriate for the Plan, MIS will communicate that fact to the Plan Sponsor no less than forty-five (45) Business Days prior to the proposed change ("Investment Option Change"). Plan Sponsor understands and acknowledges that they have the right to accept or decline an Investment Option Change and that if they choose to decline, they will notify the Provider no later than thirty (30) Business Days from when the change is to occur. Plan Sponsor understands and agrees that such notification to the Provider declining an Investment Option Change will invoke the termination provision described in Section 7d. above.

III. Investment Policy Statement

MIS will provide the Plan an Investment Policy Statement ("IPS"). The purpose of the IPS is to provide guidelines for the investment and management of assets held for the benefit of Participants and beneficiaries of the Plan. The primary intent of the IPS is to:

- ▶ Establish a framework for structuring a retirement savings program for Plan participants by making available diversified investment options that support a range of long-term needs, goals and risk tolerances.
- ▶ Provide Plan participants with investment options which, when prudently used, will diversify portfolio risks and better accommodate the range of risk/return preferences they may have.
- ▶ Establish prudent procedures for monitoring and evaluating the performance of the investment options within the Plan.

- ▶ Explain the investment process used to select the investment options and the asset allocation portfolios available in the Plan.
- ▶ Identify the roles and responsibilities of the different parties involved in the oversight of Plan investment activities.

IV. MIS' Model Asset Allocation Portfolios

MIS will make available to Participants Model Portfolios. Through the Provider's recordkeeping platform, Participants will have the opportunity, and be solely responsible for, deciding whether to construct their own portfolio from the Investment Options available or to choose one of the Model Portfolios they feel is most appropriate for them based on their retirement needs and goals. The Model Portfolios to be available are:

Conservative: Intended to provide capital preservation and current income by investing in primarily fixed income Funds with some exposure to equity Funds.

Income and Growth: Intended to provide a balance between income and capital appreciation by investing in equity and fixed income Funds.

Moderate Growth: Intended to provide long-term capital appreciation by investing in a portfolio of primarily equity Funds with some exposure to fixed income Funds.

Growth: Intended to provide long-term growth of capital through a portfolio of carefully selected equity Funds with a modest portion of assets dedicated to fixed income Funds.

Aggressive Growth: Intended to provide long-term growth of capital through a portfolio of primarily diversified equity Funds.

Plan Sponsor acknowledges and agrees that (i) MIS does not guarantee that the Model Portfolios will be delivered via the Provider's recordkeeping without interruption, timely, error-free, or secure; errors may occur in software-based services as a result of programming errors, database errors, or other causes; (ii) Model Portfolios are to be used only as it relates to a Participant's Plan assets; and (iii) MIS does not guarantee that the objectives of its Model Portfolios will be achieved nor does it guarantee that negative returns will be avoided in any of its Model Portfolios.

On an on-going basis, MIS will monitor Investment Options within the Model Portfolios using a regular and disciplined process. Performance at multiple levels will be monitored such as (i) at the Model Portfolio level to ensure each stays in line

with its established parameters, (ii) at the underlying investment option level, and (iii) at the general market level to monitor influences impacting the Funds. MIS may make changes to the underlying Fund holdings and/or asset allocation percentages to one or more Model Portfolios ("Model Portfolio Change") as a result of this monitoring. When a Model Portfolio Change occurs, Participants will receive advance written notice no less than thirty (30) Business Days prior to when the Model Portfolio Change is to occur. Plan Sponsor understands and acknowledges that Participants have the right to accept or decline a Model Portfolio Change and that if they choose to decline; they are to notify the Provider. Plan Sponsor understands and agrees that notification by a Participant to the Provider declining a Model Portfolio Change will invoke the termination provision described in Participant's Advisory Agreement with MIS and Participants will be required to give the Provider instructions on how their Plan assets are to be allocated and at what percentages. Such Participants will be advised that going forward they will no longer receive communication regarding the Portfolios.

V. Risk Tolerance Questionnaire

MIS will make available to Participants through the Provider's recordkeeping platform a risk tolerance questionnaire. The questionnaire's sole purpose is to provide Participant's with general assistance in terms of identifying their risk tolerance and investment objectives and based on this, which Model Portfolio is most aligned with that risk tolerance/investment objective.

Exhibit B

MIS Fee

For plans with under \$5 million in total assets, the Plan Sponsor will pay, or shall cause the Plan to pay to MIS an annual fee of .30% (30 basis points) for the Services (MIS Fee). For plans with over \$5 million in total assets, the Plan Sponsor will pay, or shall cause the Plan to pay to MIS an annual fee of .25% (25 basis points) for the Services (MIS Fee). The MIS Fee will be charged quarterly based on the Plan's assets at the end of each calendar quarter. The MIS Fee will be remitted to MIS by either the Plan Sponsor or Provider.

At the Plan Sponsor's sole discretion, a Participant's Plan account may be charged a pro-rata share of the MIS Fee. If that occurs, the Plan Sponsor represents that amount charged to each Plan account will be reflected on the Participant's Plan account statement.

At the Plan Sponsor's sole discretion, fees related to record-keeping and certain other administrative services for the Plan may be charged to a Participant's Plan account. In addition to the MIS Fee, Plan Sponsor understands and acknowledges that Participants will also incur advisory and other fund-related expenses imposed by the Funds in which their Plan assets are invested. This may include redemption fees that a Fund may impose as a result of a transaction-related request. Lastly, the Plan Sponsor understands and acknowledges that the financial advisor they have retained may also receive distribution, marketing and/or shareholder servicing fees from the Funds. Plan Sponsor understands and acknowledges that all of the fees and expenses described in this paragraph are separate from the MIS Fee and that MIS has no control, influence or involvement in them.

Exhibit C

MIS Overview (Substitute for Form ADV Part II)

Please read carefully.

The following provides information about the qualifications and business practices of Morningstar Investment Services, Inc. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any State securities authority.

Morningstar Investment Services Inc.

Morningstar Investment Services, Inc. ("MIS") is a federally registered investment advisor and a wholly owned subsidiary of Morningstar, Inc. MIS has made notice filings in all states, the District of Columbia, and Puerto Rico. The primary purpose of MIS' investment adviser operations is to construct portfolios consisting of the securities such as open-end registered investment companies ("Funds"). Additional information about MIS is available on the Internet at <http://www.adviserinfo.sec.gov>. This site will provide you with MIS' most recent Form ADV Part I (read "Part One") filed with the SEC.

Service to Participant-Directed Defined Contribution Plans

MIS offers various services intended for participant-directed defined contribution plans (each a "Plan", collectively "Plans"). Those services include:

Investment Line-up

MIS may assist entities responsible for establishing and maintaining the Plan ("Plan Sponsor") in determining the Funds that will be made available under the Plan. MIS selects the appropriate Funds primarily through the use of a proprietary fund rating system that is based on the following key factors:

Investment Process: Fund managers must employ a disciplined, proven process. MIS looks for attributes such as insightful security analysis, robust valuation assessments, active risk management, and strong idea generation.

People: MIS judges the quality of each of the Fund's portfolio management team and stability of the organization as well as management's tendency to act in the best interests of shareholders.

Risk-Adjusted Performance: Funds must deliver solid, risk-adjusted performance consistently over time.

Capacity: MIS makes an assessment of each Fund's size compared to its investment strategy and if there are constraints, what steps has management taken to address capacity issues.

Expenses: MIS reviews each Fund's expenses from multiple angles because costs can have a major impact on future performance.

Other Factors: MIS considers each Fund's fit within a portfolios, the attractiveness of the asset class or fund style within a given market environment, the level of communication and support the fund company provides, and other subtle, yet important factors.

On an on-going basis, MIS monitors the selected Funds by using the above explained process as well as conducting interviews with the Fund's portfolio manager(s) and the extensive databases and products of its parent, Morningstar, Inc. Other sources include financial newspapers and magazines, annual reports, prospectuses, filings with the Securities and Exchange Commission, and press releases. Statistical or other data sources from various vendors may also be used in its manager research process.

Investment Policy Statement

MIS may also work with Plan Sponsors in developing an Investment Policy Statement ("IPS") for the Plan. The purpose of the IPS is to provide guidelines for the investment and management of assets held for the benefit of participants and beneficiaries of the Plan. The primary intent of the IPS is to:

- ▶ Establish a framework for structuring a retirement savings program for Plan participants by making available diversified investment options that support a range of long-term needs, goals and risk tolerances.
- ▶ Provide Plan participants with investment options which, when prudently used, will diversify portfolio risks and better accommodate the range of risk/return preferences they may have.
- ▶ Establish prudent procedures for monitoring and evaluating the performance of the investment options within the Plan.
- ▶ Describe the investment process used to select the Plan's investment options and the asset allocation portfolios available in the Plan.
- ▶ Describe the roles and responsibilities of the various parties that may be involved in the oversight of Plan investment activities.

Model Asset Allocation Portfolios for Plan Participants

Under the direction of the firm's Chief Investment Officer, MIS or an affiliate constructs various model asset allocation portfolios covering various risk levels (e.g., conservative, aggressive, etc) (each a "Portfolio", collectively, "Portfolios"). Each Portfolio strives to achieve long-term risk and return objectives through diversification among multiple asset classes using the Funds available to an employee benefit plan (e.g., 401k). The Portfolios are intended for Plan participants who are employees of an employer who maintains a participant-directed defined contribution plan.

Risk Tolerance Questionnaire

MIS may make available to a Plan's participants a risk tolerance questionnaire. The questionnaire's sole purpose is to provide Plan participants with general assistance in terms of identifying their risk tolerance and investment objectives and based on this, which model asset allocation portfolio is most aligned with that risk tolerance/investment objective.

Fees

For plans with under \$5 million in total assets, the Plan Sponsor will pay, or shall cause the Plan to pay to MIS an annual fee of .30% (30 basis points) for the Services (MIS Fee). For plans with over \$5 million in total assets, the Plan Sponsor will pay, or shall cause the Plan to pay to MIS an annual fee of .25% (25 basis points) for the Services (MIS Fee). The MIS Fee will be charged quarterly based on the Plan's assets at the end of each calendar quarter. The MIS Fee will be remitted to MIS by either the Plan Sponsor or Provider.

In addition to the Fee, a Plan participant will also incur advisory and other fund-related expenses imposed by the funds in which their Plan assets are invested. This may include redemption fees that a fund may impose as a result of a transaction-related request. Also, at the Plan Sponsor's sole discretion, fees related to recordkeeping and certain other administrative services for the Plan may be charged to a plan participant's Plan account. Lastly, the Plan Sponsor may also secure the services of a financial advisor who may receive distribution, marketing and/or shareholder servicing fees from fund companies within the Plan. All of the fees and expenses described in this paragraph are separate from the above-mentioned Fee and MIS has no control, influence or involvement in them.

Other Advisory Services Provided by MIS

In addition to the above described services, MIS also offers other advisory services, the cornerstone of which is the Morningstar Managed Portfolios program ("Program"). This Program is a discretionary investment advisory program available to individuals and institutions primarily through arrangements MIS has with various unaffiliated registered investment advisers ("Advisory Firm"). The Program consists of various portfolio strategies such as asset allocation, focused/completion, stock basket and exchange-traded fund strategies. Each of the Program's portfolios consists of either no-load/load-waived open-end mutual funds, exchange-traded funds, or common stocks. The Program's strategies can be used for taxable or non-taxable accounts. Personnel involved in activities related to the Program, including but not limited to creating and the on-going monitoring of portfolios within the Program, are the same personnel involved in the above described service to Plan participants.

Education and Business Standards

MIS employees have experience in the investment management industry generally in such areas as financial analysis and research. They may have undergraduate or advanced degrees in economics, mathematics, finance, computer science and/or

practical work experience in either financial analysis or the securities industry. Although not a required condition, certification as a Chartered Financial Analyst, Certified Financial Planner, or equivalent designation is considered desirable.

Education and Business Background

The following persons are officers of MIS and/or have responsibilities for determining, among other things, the asset allocation of each portfolio and its underlying holdings.

Officers

Jeffrey Ptak, CFA—President and Chief Investment Officer
Mr. Ptak joined MIS in July 2008. Prior to becoming the President and Chief Investment Officer, Mr. Ptak was an Investment Manager for MIS. Prior to joining MIS, Mr. Ptak was director of exchange-traded securities analysis for Morningstar, Inc. Prior to that, he was a manager in Arthur Andersen's national office. Mr. Ptak was born in 1972 and holds a bachelor's degree in business administration from the University of Wisconsin in Madison. He holds the Chartered Financial Advisor designation and is a certified public accountant.

D. Scott Schilling—Chief Compliance Officer and Secretary
Prior to joining Morningstar in 2000, Mr. Schilling previously occupied positions, respectively, as mutual fund accounting manager and senior compliance consultant with Lincoln National Corporation and its affiliate, Lincoln Investment Management, Inc. He was born in 1960 and holds a bachelor's degree in accounting from Purdue University. Mr. Schilling also holds NASD Series 7, 24, 28 and 63 registrations and is a Certified Securities Compliance Professional[®]. Mr. Schilling is also the Chief Compliance Officer and Secretary of Morningstar Associates, LLC, Ibbotson Associates, Inc, and Ibbotson Associates Advisors, LLC, all of which are affiliates of MIS.

Meegan M. Ryan—Director of Business Services and Treasurer
Previously Ms. Ryan was Director of Operations for Organic, Inc. and prior to that was a Finance Manager for Mannesman Rexroth. Ms. Ryan was born in 1973 and holds a bachelor's degree in finance and business economics from University of Notre Dame and a MBA from Kellogg Graduate School of Management at Northwestern University.

Investment Team

William Harding, CFA—Director of Research
Previously, Mr. Harding was a mutual fund analyst for Morningstar, Inc. Prior to joining Morningstar Inc., he was a financial analyst at Leprino Foods Company. Mr. Harding was born in 1974 and holds a Bachelor's degree in business administration from the University of Colorado and an MBA from Loyola University in Chicago.

Paul Gozali, CFA—Director of Quantitative Analysis
Since 1991 Mr. Gozali has held various positions within Morningstar, Inc. such as programming manager, quantitative research analyst and a member of Morningstar, Inc.'s Research Department where he managed the Research Support

group, conducted investment research, and oversaw the implementation/maintenance of Morningstar global methodologies. Mr. Gozali was born in 1961 and holds a Bachelor of Science degree in electrical and computer engineering and an MBA from the University of Iowa.

Sean Hynes, CFA—Investment Manager

Prior to joining MIS in May 2006, Mr. Hynes was a senior associate in investment research for Managers Investment Group. Prior to that, Mr. Hynes was in the finance and planning group of NEON Communications, Inc. and prior to that a senior network manager for ADM Investor Services, Inc. Mr. Hynes was born in 1975 and holds a Bachelor of Science degree in mathematics from University of Notre Dame and a MBA from Carnegie Mellon University with concentration in finance, accounting and strategy.

Marta Norton, CFA—Investment Manager

Ms. Norton's responsibilities include equity, alternative and fixed income research, asset allocation and portfolio management. Previously, she was a senior mutual fund analyst for Morningstar's fund analyst team, where she primarily covered equity mutual funds. She also led Morningstar's 529 college savings plans coverage and was the lead analyst on long-short funds, small-value funds, and telecom funds. Before joining Morningstar in 2005, Ms. Norton was an economist with the Bureau of Labor Statistics and a research analyst at LECCG, LLC. Ms. Norton holds a bachelor's degree from Wheaton College in Illinois.

John Owens, CFA—Investment Manager

Mr. Owens joined Morningstar Investment Services as an Investment Manager in January 2009. Prior to joining MIS, Mr. Owens was a senior equity analyst and investing specialist in Morningstar's equity research department, responsible for covering select retail and restaurant stocks. Before joining Morningstar in January 2005, Mr. Owens spent five years as a consultant in capital advisory and corporate restructuring, two years as the chief operating officer at Sandefer Capital Partners (a private equity investment firm), and three years as an auditor for Coopers & Lybrand. Mr. Owens holds an MBA from the University of Texas at Austin and a bachelor's degree in accounting from Oklahoma State University. He is a Certified Public Accountant and also holds the Chartered Financial Analyst (CFA) designation.

Sam Yan, CFA—Quantitative Analyst

Prior to joining MIS in September 2006, Mr. Yan was a software developer for Morningstar Associates where he oversaw the scoring process for more than 13,000 funds and VAs, and conducted various research projects. Prior to that, he was a database programmer for Morningstar, Inc. Mr. Yan was born in 1973 and holds a Bachelor of Science degree in civil engineering from Tsinghua University, China, and a master's degree in computer science from the University of Illinois at Springfield.

Affiliated Companies

MIS may use the services of Ibbotson Associates, Inc., an indirect affiliate, in the creation and on-going monitoring of certain model asset allocation portfolios available to Plan participants. Services performed by Ibbotson Associates will be monitored by MIS. MIS will be solely responsible for compensating Ibbotson Associates for the work they may perform. The Plan will not incur a separate charge from nor be responsible for paying Ibbotson Associates directly.

Code of Ethics

MIS is dedicated to providing effective and proper professional investment management services to its clients including pro

tecting their sensitive information. MIS' reputation is a reflection of the quality of its employees and their dedication in supporting the ethical culture of the firm. Because this culture is of critical importance, MIS has adopted a Code of Ethics that all employees must adhere to. Every MIS employee is expected to demonstrate the highest standards of moral and ethical conduct including placing client's interests ahead of their own and those of MIS. MIS' Code of Ethics covers such topics as:

- ▶ fiduciary responsibility to our clients,
- ▶ prevention of client's non-public personal information being disclosed,
- ▶ giving and receiving of gifts,
- ▶ mitigating and disclosing conflicts of interests,
- ▶ reporting and monitoring employees' personal security transactions, and
- ▶ insider trading prohibitions.

At a minimum, on an annual basis, MIS' Code of Ethics is distributed to all employees. In conjunction with this, the Chief Compliance Officer reminds the employees of the key points of the Code as well as points out and discusses any new or modified provisions that have been put in place since the last time the Code was distributed to them. Upon their review of the Code and the aforementioned communication by the Chief Compliance Officer, employees required to provide the Chief Compliance Officer with a written acknowledgement indicating that they have read, understood, and will adhere to the Code of Ethics. At anytime a Plan Sponsor and/or Plan participant may request MIS' Code of Ethics policy by contacting the Plan's recordkeeper.

Participation or Interest in Client Transactions

MIS personnel may purchase or sell for their own accounts the same or different investments from those recommendations made to its clients. However, MIS personnel are not allowed to buy/sell positions in publicly traded companies that, as a significant part of their business, manage mutual funds and/or closed-end funds. Additionally, MIS personnel cannot transact in securities listed on its parent company's restricted list. Also, all MIS employees are required to submit to the Chief Compliance Officer an initial and annual holdings report

as well as quarterly transaction reports. These prohibitions are intended to mitigate any appearance of conflicts of interest for MIS. MIS seeks to ensure that potential or actual conflicts of interests are appropriately addressed, putting clients' interests ahead of its own.

Insider Trading Restrictions

MIS has adopted policies to prevent employees from trading on the basis of material nonpublic information. Employees in possession of material, nonpublic information may not trade in securities to which the information relates or tip such information to others. In certain instances, the firm will employ information blocking devices, watch lists, and restricted lists as a means of preventing illegal insider trading.

Additional Disclosure

MIS, as owner-of-record, maintains various portfolios containing the same holdings as those available to its clients. However, any potential conflict arising from this is mitigated by the fact that any rebalancing and/or reallocating instruction sent to the applicable back-office provider is executed for all eligible accounts (i.e., both client and MIS accounts).

From time-to-time, a Plan's recordkeeper may request that MIS pay to sponsor a marketing event or provide marketing support as it relates to MIS' services. These requests are reviewed on a case-by-case basis. For marketing events, such monetary support will only be provided if a representative or representatives of MIS attend, including being a speaker, and/or is provided booth space.

For those portfolios consisting of open-end mutual funds, there may be situations where one or more of these funds own shares in MIS' parent company, Morningstar, Inc. Such an investment in Morningstar, Inc. is solely the decision of the fund's portfolio manager. MIS has no input into a fund's investment decision nor does it require that the funds underlying its portfolios own shares of Morningstar, Inc.

Whether or not a fund has a position in Morningstar, Inc. has no impact on MIS' fund selection process. In addition, Morningstar, Inc. provides its subscribers various services including information about open-end mutual funds and exchange-traded funds. In some cases, this information includes written analysis of the fund. While MIS does utilize Morningstar, Inc.'s databases for statistical information, it does not participate in or have any input in the written analyses Morningstar, Inc. provides to its subscribers. MIS and its employees are separate and distinct from Morningstar, Inc. and as such conducts its own research and analysis of the funds used within the Program.