

Except as provided below, disputes between the parties to this Agreement shall first be submitted to private binding arbitration at the demand of either party. In any arbitration, each party shall appoint one person who is not in its employ or under contract with it to serve as arbitrator, and the two arbitrators shall name a third arbitrator. Except as otherwise agreed by the parties, the Arbitration Rules of the American Arbitration Association shall apply to the arbitration proceeding. The parties agree that, except below, no court action shall be taken by either party prior to arbitration, and the majority decision of the arbitration panel shall be binding on both parties and in any subsequent action in court.

Notwithstanding the above, the Trustee shall have the right to bring suit against Grantor or the Trust in a court of competent jurisdiction for the recovery of any sums owed Trustee under this agreement, including, but not limited to, fees, costs, expenses and sums paid by Trustee in error to or for the benefit of the Trust or the Grantor.

Article XVI – Administrative Expense

All reasonable costs, charges, expenses, and taxes incurred by the Trustee in the administration of the Trust (including legal fees and compensation of other agents) and such reasonable compensation to the Trustee may be charged to and paid from the Trust by the Trustee. All fees and expenses attendant to this *Safe-Harbor-IRA*[®], including investment of this account, (e.g., establishment charges, maintenance fees, investment expenses, termination costs and surrender charges) shall not exceed the fees and expenses charged by Centier Bank for comparable individual retirement plans established for reasons other than the receipt of a rollover distribution subject to the provisions of Code section 401(a)(31)(B). Trustee shall have the authority to liquidate any and all of Grantor's trust investments at its discretion in order to cover any unpaid fees and expenses due. The fees charged for this account are listed in the Disclosure Statement.

Article XVII – Removal and Appointment of Successor Trustee

Any Trustee or Successor Trustee may resign upon giving sixty (60) days prior written notice to the Grantor or, if the Grantor is then deceased, to the beneficiaries hereunder.

Any Trustee or Successor Trustee may be removed by the Grantor upon giving thirty (30) days prior written notice to the Trustee. The Trustee, in its sole discretion, may waive such notice requirement. The appointment of a Successor Trustee and transfer of the trust assets shall be accomplished by the Grantor delivering a written instrument to the retiring Trustee with the acceptance of the Successor Trustee endorsed thereon. The Successor Trustee so appointed by the Grantor shall be a bank, trust company or person approved by the Secretary of the Treasury to hold and administer assets comprising an Individual Retirement Account under the provisions of Section 657(c) of EGTRRA, creating a safe harbor automatic rollover individual retirement account.

The retiring Trustee shall continue to hold and exercise the powers conferred in the agreement necessary for the transfer and delivery of the trust assets to the Successor Trustee. The retiring Trustee shall also be entitled to withhold from the trust assets such reasonable amounts as it may deem necessary to provide for any compensation

due it, expenses incurred in the termination, transfer and delivery of the trust assets to the Successor Trustee, and amounts for taxes or other liabilities as may be chargeable against the Trust Account. The retiring Trustee shall be reimbursed by the Grantor or his Successor Trustee for any deficiency in the amounts so withheld if they prove to be insufficient for such settlement of accounts.

The Successor Trustee shall acquire all of the powers conferred upon its predecessor, but shall not be personally liable for any act or failure to act of the former Trustee. The transfer and delivery of the trust assets to the Successor Trustee shall constitute a full and complete discharge and exoneration of liability for the retiring Trustee (absent fraud) unless it is so notified by Grantor or the successor Trustee within forty-five (45) days from the date of resignation or removal of irregularities in its trusteeship.

If Centier changes its name, reorganizes, merges with another organization, or if any portion of the business of Centier, including this IRA, is sold to another organization that organization shall automatically become trustee of this IRA, but only if it is the type or organization authorized to serve as an Automatic Rollover trustee or custodian under DOL Regulations for such accounts.

Article XVIII – Notice to Trustee

Any and all notices or other communications directed to be given to the Trustee hereunder shall not be deemed delivered until actually received by the Trustee, in writing, at its place of business. The Trustee shall not be required to determine the validity of any receipt, affidavit, notice or other paper or agreement required to be delivered to it under this agreement, but it shall be sufficient that such a document is delivered to it by one of the parties as herein required and that the same shall be in apparently correct form and signed or otherwise executed by the party required to sign or execute the same, and the Trustee shall be relieved of any liability or responsibilities for the sufficiency thereof as long as it purports on its face to be such form and executed by such person as is required by this agreement.

Article XIX – Amendments

Without prior notice to or consent of the Grantor or Grantor's beneficiaries, the Trustee may amend this agreement from time to time in order to comply with the provisions of the Code and the Regulations thereunder and may also make such other amendments consistent with the Code and Regulations as the Trustee shall deem desirable. The Trust Account is created and shall be administered for the exclusive benefit of the Grantor and his beneficiaries, and no amendment shall permit any part or all of the Trust Account to be used or diverted to any other purpose. A copy of each amendment shall, in the sole discretion of the trustee, be posted to the same web-site used for account statements or mailed to the Grantor at his or her last known address, or to the beneficiaries entitled to receive payments from the Trust Account at the time of the amendment, within thirty (30) days of the date such amendment is to be effective. Furthermore, other amendments may be made upon proper notice to the Grantor. The rights, duties and responsibilities of the Trustee shall not be changed without its written consent.



FORM 5305

(Rev March 2002)

Department of the Treasury
Internal Revenue Service

TRADITIONAL INDIVIDUAL RETIREMENT TRUST ACCOUNT

(Under Section 408(a) of the Internal Revenue Code)

[Section 657(c) EGTRRA Automatic Rollover]

This Individual Retirement Account Agreement (sometimes hereinafter called the “*Safe-Harbor-IRA*[®] Agreement”) is made between Centier Bank, an Indiana Banking Corporation of Whiting, Indiana, regulated by the Indiana Department of Financial Institutions (hereinafter called the “Trustee”) and each individual (Hereinafter called the “Grantor”) for whom the fiduciary of a distributing plan executes an Adoption Agreement, incorporating the terms of this Agreement, for the purpose of establishing a traditional Individual Retirement Account (hereinafter called the “trust account”) under section 408(a) of the Internal Revenue Code of 1986, as amended and as provided by Department of Labor (DOL) Regulations for Section 657(c) of the Economic Growth and Tax Relief Reconciliation Act of 2001, as amended (EGTRRA) to provide for his or her retirement and for the support of his or her beneficiaries after death.

Article I

Except in the case of a rollover contribution described in Code section 402(c), 403(a)(4), 403(b)(8), 408(d)(3), or 457(e)(16), an employer contribution to a simplified employee pension plan as described in Code section 408(k), or a recharacterized contribution described in Code section 408A(d)(6), the trustee will accept only cash contributions up to \$3,000 per year for tax years 2002 through 2004. That contribution limit is increased to \$4,000 for tax years 2005 through 2007 and \$5,000 for 2008 and thereafter. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to \$3,500 per year for tax years 2002 through 2004, \$4,500 for 2005, \$5,000 for 2006 and 2007, and \$6,000 for 2008 and thereafter. For tax years after 2008, the above limits will be increased to reflect a cost-of-living adjustment, if any.

Article II

The grantor's interest in the balance in the trust account is nonforfeitable.

Article III

- No part of the trust account funds may be invested in life insurance contracts, nor may the assets of the trust 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)).
- No part of the trust account funds may be invested in collectibles (within the meaning of Code section 408(m)) except as otherwise permitted by Code section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

Article IV

- Notwithstanding any provision of this agreement to the contrary, the distribution of the grantor's interest in the trust account shall be made in accordance with the following requirements and shall otherwise comply with Code section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
 - The grantor's entire interest in the trust account must be, or begin to be, distributed not later than the grantor's required beginning

date, April 1 following the calendar year in which the grantor reaches age 70½. By that date, the grantor may elect, in a manner acceptable to the trustee, to have the balance in the trust account distributed in:

- A single sum or
- Payments over a period not longer than the life of the grantor or the joint lives of the grantor and his or her designated beneficiary.

- If the grantor dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
 - If the grantor dies on or after the required beginning date and:
 - the designated beneficiary is the grantor'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.
 - the designated beneficiary is not the grantor'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 grantor and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
 - there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the grantor as determined in the year of the grantor's death and reduced by 1 for each subsequent year.

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- (b) If the grantor 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 grantor's death. If, however, the designated beneficiary is the grantor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the grantor would have reached age 70. But, in such case, if the grantor'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 grantor's death.
4. If the grantor dies before his or her entire interest has been distributed and if the designated beneficiary is not the grantor's surviving spouse, no additional contributions may be accepted in the account.
5. The minimum amount that must be distributed each year, beginning with the year containing the grantor'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 grantor reaches age 70½, is the grantor'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 Treasury Regulation section 1.401(a)(9)-9. However, if the grantor's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the grantor'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 Treasury Regulations 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 paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the grantor's death (or the year the grantor would have reached age 70½, if applicable under paragraph 3(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 Treasury Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).
- (c) The required minimum distribution for the year the grantor reaches age 70½ 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.
6. The owner of two or more IRAs (other than Roth IRAs) may satisfy the minimum distribution requirements described above by taking from one IRA the amount required to satisfy the requirement for another in accordance with the regulations under Code section 408(a)(6).

Article V

- The grantor agrees to provide the trustee with all information necessary to prepare any reports required by Code section 408(i) and Treasury Regulations sections 1.408-5 and 1.408-6.
- The trustee agrees to submit to the Internal Revenue Service (IRS) and grantor the reports prescribed by the IRS.

Article VI

Notwithstanding any other articles that may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles inconsistent with Code sections 408(a) and the related Regulations will be invalid.

Article VII

This agreement will be amended from time to time to comply with the provisions of the Code and related Regulations. As permitted under IRS model forms, Centier Bank has added all provisions that follow Article VII.

Article VIII – General Powers and Duties of the Trustee

- The Trustee, is hereby authorized and empowered:
 - To establish this account upon the authority and signature of the designated fiduciary representing the plan sponsor from which the rolled-over funds are received. The signature of the Grantor is not a condition precedent to the lawful creation of this account. Further, the trustee shall not be required to comply with the provisions of the USA PATRIOT Act until such time as the Grantor or beneficiary first contacts Centier Bank to assert ownership or exercise control over the account. Customer Identification Procedures (CIP) compliance will not be required at the time an employee benefit plan establishes this account and transfers the funds to Centier for purposes of a distribution of benefits from the plan to a separated employee.
 - To invest and reinvest the trust funds only in an investment product designed to preserve principal and provide a reasonable rate of return, whether or not such return is guaranteed, consistent with liquidity. The investment product selected for this rolled-over *Safe-Harbor-IRA*® shall seek to maintain, over the term of the investment, the dollar value that is equal to the amount invested in the product by this individual retirement plan. The investment product selected for this account shall be offered by a state or federally regulated financial institution, which shall be: a bank or savings association, the deposits of which are insured by the Federal Deposit Insurance Corporation; a credit union, the member accounts of which are insured within the meaning of section 101(7) of the Federal Credit Union Act; an insurance company, the products of which are protected by State guaranty associations; or an investment company registered under the Investment Company Act of 1940. If, in the sole discretion of the Trustee, it is determined to be in the best interests of the Grantor or Grantor's beneficiaries to invest funds in this account in one or more qualified investments offered by a regulated investment company (such as a money market or stable value fund) the Trustee may be receiving a shareholder-servicing fee from the mutual fund or money market investments held in the account in return for providing certain recordkeeping services to the providers of these investments. This compensation to Trustee will range between five and twenty-five basis points.
 - To exercise in person or by proxy all the voting and other rights of an individual owner with respect to any assets held in the IRA. Unless instructed to the contrary in writing by the Grantor, the Trustee may, but is not required to vote, in accordance with what the Trustee believes to be the recommendation or preference of the "management" or "controller(s)" of any investment of or any matters pertaining to the Trust account. Notwithstanding the foregoing, the Grantor agrees that the Trustee may, but is not required (unless required under applicable law), to inform Grantor by forwarding materials or otherwise communicating with Grantor as to any questions, decisions or other matters for which a vote may be requested, necessary or helpful, and Trustee shall thereafter have no responsibility whatsoever with respect thereto. Grantor acknowledges and agrees that unless required by applicable law, Trustee is not responsible for communicating, forwarding or notifying any party, including the Grantor, with respect to any communication or matter which comes to the attention of or is received by the Trustee with respect to Trust investments, and that Grantor is responsible for making separate arrangements for receiving such communications.
 - To collect any income generated from the property and add such sums to the trust fund; to make payments, disbursements or distributions from the fund as directed by the Grantor or his authorized agent, or as provided under the provisions of this agreement; to purchase, sell, convey, assign, exchange, mortgage or pledge any property in the Trust in such manner and upon such terms as the Trustee shall deem proper, and in conformity with the terms of this Trust and federal regulations of Individual Retirement Accounts.

- The Trustee shall be responsible only for such funds received by it hereunder. The Trustee shall act only with the consent and approval of the Grantor in the investment, management, disbursement and disposition of the trust assets for the purposes, and in accordance with the provisions of this agreement. Subject to the terms, conditions and restrictions of Article VIII(1)(b) hereunder, the Grantor or his duly authorized agent shall direct the Trustee as to investment and reinvestment of the trust fund. Trustee shall have no duty or obligation to inquire into the propriety of any direction of the Grantor or his authorized agent, unless the direction conflicts with the terms of this agreement.
- The Trustee shall have no duty to review the assets held in Trust in respect to their safety, risk, or timeliness, and shall render no financial opinion as to property so held or as to the advisability of subsequent purchases directed by the Grantor. The Trustee shall not be held liable or otherwise accountable for losses incurred by reason of investment selections in accordance with Grantor's or his authorized agent's directions.
- The Trustee may hold any trust property in the name of the IRA trust, or in the name of a nominee, and may enter into agreements, including agreements with a brokerage house selected by the Trustee, to facilitate holding such property.

Article IX – Investment of the Account

All investment and reinvestment of funds held in this *Safe-Harbor-IRA*® shall be in strict accordance with the provisions of Department of Labor (DOL) Regulations 2550.404a-2(c)(3) (i), (ii) and (iii). Upon the death of the Grantor, the designated Beneficiary assumes all rights and responsibilities for investment of the Account.

Article X – Other Administrative Powers and Duties of the Trustee

- The Trustee shall have full power and authority to settle, compound or abandon all claims and demands in favor of or against the Trust, including any claim that may be asserted for taxes under present or future laws; to maintain or defend any litigation necessary in its administration of the Trust if indemnified to its satisfaction against any expenses and liabilities sustained or anticipated in connection therewith; to retain any funds subject to any dispute without liability for payment of interest or decline to make payment thereof, until final adjudication of such dispute by a court of competent jurisdiction.
- The Trustee may make any payment or distribution required or authorized hereunder by mailing its check or other property to the payee at the address last furnished to the Trustee. The Trustee shall not be liable for any payment made in good faith without actual knowledge of any changed condition or status of any person receiving benefits hereunder.
- The Trustee may consult with and employ other agents or legal counsel, who may, but need not be counsel for the Trustee individually, and the Trustee shall be fully protected from liability in actions taken or omitted, in good faith, upon the advice of such counsel.
- The Trustee may perform any and all other acts which in its judgment may be necessary or appropriate for the proper and advantageous management, investment and distribution of the trust assets.
- The Trustee may pay any estate, inheritance, income, or other tax or assessment attributable to any property or interest held in the Trust out of the assets of the Trust. Before payment of any benefit, the Trustee may require releases or other related documentation from the taxing authority and require indemnification from such payee as may be necessary for the Trustee's protection against tax liability.

Article XI – Designation of Beneficiaries and Mode of Distribution

The Grantor shall file with the Trustee a written election of the method of payment of benefits under Article IV and a written designation of beneficiary or beneficiaries. Such designations may be changed from time to time, without the consent of any party, by filing a new designation with the Trustee on a form provided by or acceptable to the Trustee, prior to the Grantor's death. If no beneficiary designation is effective at Grantor's death, then distribution shall be made in accordance with the default beneficiary designation as provided in the *Safe-Harbor-IRA*® Adoption Agreement. If distribution under paragraph 3 of Article IV has commenced prior to Grantor's death and there is no beneficiary designation at the death of Grantor's surviving spouse, then distribution shall be made in a single sum to the estate of the surviving spouse.

Article XII – Records, Reports, and Valuation of Trust Accounts

- The Trustee shall furnish or cause to be furnished to the Grantor an annual calendar year report concerning the status of the Account. Unless otherwise directed by the Grantor, this statement shall be furnished electronically by posting such statement to a web site selected by the Trustee. Notice regarding the location of the statement web-site and instructions for Grantor access to account statements on such web-site shall be published or delivered to the Grantor in a manner consistent with information made available to the Trustee regarding the last known address of the Grantor, including a notice published in a newspaper of general circulation. The records of the Trust Account shall be opened to inspection by the Grantor during the Trustee's regular business hours.
- The Trustee shall determine the value of the Trust Account as of December 31 of each year, or such other additional day or days as the Trustee may select, or upon liquidation of the Trust Account, which value shall be based upon its fair market value if readily determinable at such time. For distribution purposes, the liquidation date shall be the date of valuation of the account, which liquidation shall occur a reasonable time after written notification to the Trustee that a distribution is to be made to Grantor.
- The Trustee agrees to submit reports to the Internal Revenue Service and the Grantor at such time and in such manner and containing such information as is prescribed by the Internal Revenue Service.
- Grantor shall have forty-five (45) days after receipt of an account statement to file any written objections or exceptions with Trustee. Posting a statement to a web site for electronic delivery to the Grantor shall constitute receipt of such account statement. The failure to file any objections or exceptions within said forty-five (45) day period shall signify Grantor's approval of the statement and preclude Grantor from making future objections or exceptions regarding the statement. Such approval by Grantor shall be full acquittance and discharge to Trustee of such statement.

Article XIII – Disability of Grantors

In the event that Grantor should become permanently and totally disabled, the Trustee shall receive written notification of Grantor's disability, and payments to the Grantor under the terms of the Trust shall begin forty-five (45) days after receipt of such notice and demand.

Article XIV – Spendthrift Provisions

Neither the Grantor nor any beneficiary shall have any right to pledge, assign, anticipate, hypothecate, or in any manner create a lien upon any assets, payments, or benefits while such are held in the Trust. No interest in the Trust Account shall be liable in any manner for the debts, defaults, obligations or liabilities of the Grantor, the Grantor's beneficiaries, spouse, or heirs-at-law. Each distribution, transfer or payment of any part of the Trust by the Trustee shall be made to the person entitled thereto (or in the event of such person's legal disability, then to his legal representative) and only to them and upon their personal receipts or endorsements, free of anticipation or alienation, voluntary or involuntary, and not upon any written or verbal order or upon any assignment or transfer by such person.

Article XV – Hold Harmless

The Trustee shall act solely in the interest of the Grantor and the Grantor's beneficiaries and with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent investor acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The exercise or non-exercise of any discretion, power, or duty by the Trustee in good faith and with reasonable care shall be conclusive and binding on all persons. The Trustee shall be fully protected in taking or failing to take any actions in reliance on the written instruction, designation or representation of the Grantor or his authorized agent, and the Grantor agrees to hold the Trustee harmless from all liabilities and expenses incurred in connection with any actions taken or failures to act in reliance upon the Grantor's or his authorized agent's written instructions, designations, and representations, or in the exercise of any right, power, or duty of the Trustee in good faith and with reasonable care.