

PLAN SPONSOR INVESTMENT ADVISORY SERVICES AGREEMENT

This investment advisory services agreement and the exhibits hereto (the "Agreement") is entered into as of _____, 2012 ("Effective Date") by and between Morningstar Associates, LLC, a Delaware limited liability company and an investment adviser registered under the Investment Advisers Act of 1940, with its principal place of business at 22 West Washington Street, Chicago, Illinois 60602 ("Morningstar"), and _____, a _____ corporation with its principal place of business at _____ ("Plan Sponsor").

WHEREAS Plan Sponsor maintains the _____ (the "Plan"), a defined contribution plan that is intended to comply with certain provisions of the Employee Retirement Income Security Act of 1974 ("ERISA"); and

WHEREAS Plan Sponsor has entered into a separate written agreement with its financial service provider (the "Service Provider") to provide daily valuation, record keeping and other administrative services to the Plan, including access to Morningstar's investment advisory services, if Plan Sponsor so elects; and

WHEREAS Plan Sponsor wishes to have Morningstar provide certain investment advisory services to and for the benefit of the Participants in Plan Sponsor's Plan, and Morningstar is willing to provide Plan Sponsor with such investment advisory services, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Morningstar and Plan Sponsor hereby agree as follows:

1. **DEFINITIONS.** The following definitions shall apply to this Agreement and to any Exhibit attached hereto

- **Advisory Services** shall mean individually or collectively the Investment Advice and the Investment Management Services, provided, however, that the Plan and Participants shall only receive those Advisory Services specifically selected by Plan Sponsor pursuant to this Agreement and any Exhibits hereto. The Advisory Services specifically exclude analysis of or advice regarding the potential local, state or federal tax consequences resulting from any investment advice or recommendation provided by Morningstar.
- **Initial Delivery Date** means that date on which the Advisory Services are made available to the Plan and its Participants pursuant to the terms of this Agreement and any applicable Exhibits.
- **Investment Advice** means making recommendations regarding the investment allocation of the assets in a Participant's Plan account, within the meaning of section 3(21)(A) of ERISA. Investment Advice shall be made available to the Participants through Morningstar® Retirement ManagerSM specifically selected by Plan Sponsor pursuant to this Agreement and any Exhibits hereto.
- **Investment Management Services** means discretionary asset management services to the Plan and its Participants that provide fund selection, asset allocation strategy, fundamental portfolio

engineering, ongoing monitoring, and rebalancing. The Investment Management Services shall be made available to the Participants through Morningstar Retirement Manager.

- **Morningstar Services** shall mean the services to be performed or delivered by Morningstar along with the Advisory Services, including the various modules described in the Exhibits hereto. Morningstar Services shall not include Investment Advice or Investment Management Services.
- **Participant** means an individual who is enrolled or is eligible to enroll in the Plan and whose Plan Sponsor elected to obtain the Advisory Services and such other services as further described herein. The term Participant shall exclude persons receiving a distribution under the Plan.

2. MORNINGSTAR OBLIGATIONS

a. Morningstar shall:

- (i) Provide the Advisory Services and the Morningstar Services to the Plan and its Participants pursuant to the terms and provisions of the respective Exhibits attached hereto;
- (ii) Act as a fiduciary to the Plan only to the extent of its provision of Investment Advice or Investment Management Services to Participants, and not as a plan administrator or in any other capacity; and
- (iii) Retain final control and authority over the Advisory Services and Morningstar Services provided to the Participants.

b. No Liability for Plan Benefits. In providing the Advisory Services, Morningstar 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, Morningstar will perform the Advisory Services under this Agreement in good faith and with the degree of diligence, care and skill that a prudent person rendering similar services as an investment adviser would exercise under similar circumstances. The provisions of this Agreement shall not be interpreted to imply any other obligation on the part of Morningstar to observe any other standard of care, provided, however, to the extent provision of the Investment Advice or Investment Management Services makes Morningstar a fiduciary as defined under ERISA, Morningstar shall provide such Services in accordance with the requirements of ERISA. Except as required by ERISA, Morningstar 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.

3. PLAN SPONSOR OBLIGATIONS.

- a. Appointment of Morningstar as Investment Manager: Plan Sponsor, in its capacity as named fiduciary of the Plan, hereby appoints Morningstar as an "investment manager" with respect to any Participant who has an account within the Plan, and has elected to enroll in the Investment Management Services. Morningstar shall provide Investment Management Services to such Participants by taking into account the Participant's age and the normal retirement age under the

Plan, but shall not be required to take into account risk tolerances, other investments held outside the Plan, or other individual preferences of such Participant, unless such information is provided by the Participant.

b. Provision of Data: Plan Sponsor agrees to provide or cause Service Provider to provide accurate and timely data and understands that Morningstar will rely on such data to provide the Advisory Services. Morningstar shall not have any liability for Service Provider's or Plan Sponsor's failure to timely inform Morningstar or Service Provider, as applicable, of any changes to the Plan or Participant data. Therefore, Plan Sponsor:

- i. Shall or shall cause Service Provider to provide all necessary Participant census data and updates as requested by Morningstar or Service Provider in order for Morningstar to provide the services described in this Agreement;
- ii. Shall or shall cause Service Provider to provide Plan information and rules to Morningstar or Service Provider that are necessary for set-up services and promptly notify Morningstar or Service Provider with any updates to this information if changes are made; and
- iii. Shall promptly provide to Service Provider any changes to Plan investment options or transaction rules.

c. Selection of Plan Investment Options: Sponsor shall:

- i. Select investment options offered under the Plan;
- ii. Monitor and periodically review Plan investment options;
- iii. Determine if changes to Plan investment options are necessary; and
- iv. If Sponsor so elects, ensure that the Plan qualifies for ERISA Section 404(c) protection and meets all applicable requirements of the regulations issued under Section 404(c).

d. ERISA Compliance. Plan Sponsor represents that the Plan is subject to, and will be administered in material compliance with ERISA. With respect to the Investment Management Services, Plan Sponsor hereby appoints Morningstar as Investment Manager to the Plan, as defined by ERISA section 3(38), and Morningstar hereby acknowledges that it is a fiduciary with respect to the Investment Management Services.

e. Cooperation. Plan Sponsor shall fully cooperate with Morningstar in Morningstar's provision of the Advisory Services and Morningstar Services, in such manner as Morningstar may from time to time reasonably request. Such cooperation shall include accurately communicating to Participants the scope of the Advisory Services and Morningstar Services, and, in certain instances, the Participants' ultimate responsibility for investment decisions.

f. Disclosure to Plan Participants. In addition to any disclosure required of Plan Sponsor in the applicable Exhibit(s), Plan Sponsor shall disclose to Participants in the Plan (a) the amount of any

charges to the Participant's account, (b) whether or not such charges will be imposed if the Participant does not use the Advisory Services, and (c) that any such charges may be allocated among various service providers to the Plan, including but not limited to Morningstar, to compensate them for the services they provide to the Plan. Upon Morningstar's request, Plan Sponsor shall provide Morningstar with copies of such disclosure.

g. Errors. Plan Sponsor shall promptly notify Service Provider of any errors, incompleteness or untimeliness in any of the data, analyses, opinions or other information contained in the Advisory Services or the Morningstar Services about which Plan Sponsor becomes aware.

h. Fund Universe. The initial universe of funds for the Plan (the "Fund Universe") must be provided to Morningstar no later than twelve (12) weeks prior to the Initial Delivery Date. Plan Sponsor agrees and acknowledges that any funds not included in the Fund Universe shall not be included in the recommendation given by Morningstar, and that any funds added to the Fund Universe after such date may not be included within the Morningstar Services on the Initial Delivery Date.

If, after the Initial Delivery Date, Plan Sponsor intends to add funds to the Fund Universe, it shall give Morningstar or cause Service Provider to give Morningstar sixty (60) days' prior written notice thereof, which notice shall include the name of the fund, the fund type (i.e. open-end fund or custom fund) and the fund identifier, such as the ticker symbol, cusip, or external fund identification number, as may be applicable.

Plan Sponsor acknowledges that all funds within a Plan's Fund Universe must be covered in Morningstar Inc.'s database in order for such Plan's Participants to receive the Investment Management Services.

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 Morningstar shall have no responsibility or liability for such proxy voting.

4. RULE 408(b)(2) DISCLOSURE

a. Services Morningstar agrees to provide the Advisory Services and Morningstar Services defined in Section 1 above.

b. Morningstar's Status Morningstar is a registered investment adviser registered with the United States Securities and Exchange Commission. In performing the Services, Morningstar agrees to act as a fiduciary, as more particularly described in Sections 2.a.(ii), 3.a., and 3.d above.

c. Compensation

- i. As direct compensation for the Advisory Services and Morningstar Services, Morningstar receives fees described in Section 9 below and on Exhibit D.
- ii. In addition, Morningstar receives a fixed annual licensing fee from Service Provider to make the Advisory Services and Morningstar Services available to Plan Sponsors. The

fixed annual licensing fee is solely Service Provider's responsibility and is not an obligation of the Plan or Plan Sponsor. The amount of compensation paid to Morningstar by Service Provider does not change based upon any particular fund recommended by Morningstar.

- iii. Morningstar does not receive any other indirect compensation, such as 12b-1 or shareholder servicing fees from the underlying investment options included in the Advisory Services.

5. USE AND PROMOTION:

a. The Advisory 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 Advisory Services, or any portion thereof, may be used by Plan Sponsor and its Participants only for effecting retirement planning for Participants that elect to receive the Advisory Services. 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 Morningstar of any actual or potential unauthorized use of which Plan Sponsor becomes aware. Plan Sponsor agrees to cooperate and provide reasonable assistance to Morningstar in connection with preventing and stopping any unauthorized use, of the data, analyses, opinions and other information contained in the Advisory Services or the Morningstar Services.

c. Approval of Promotion. Plan Sponsor may not mention or refer to Morningstar, the Advisory Services, the Morningstar Services, any of Morningstar's Intellectual Property or any of Morningstar's web sites in any correspondence, public announcements, advertising, marketing or promotional materials, announcements or events (collectively, the "Promotion Material") without Morningstar's prior written approval, except if such material was provided 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 Morningstar may specify in its review of the Promotion Material. Plan Sponsor shall have a limited license to use the Morningstar 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. The Morningstar Marks include:

Morningstar® Retirement ManagerSM

Morningstar®



Morningstar® Investment ProfileTM

Any Promotion Material using the Morningstar name or the Morningstar Marks shall include the following disclosure:

"The Morningstar name and trademarks are used, under license, from Morningstar Associates, LLC. Morningstar Associates, LLC is a registered investment adviser and a wholly owned subsidiary of Morningstar, Inc. Morningstar Associates, LLC is not an affiliate of Plan Sponsor."

Morningstar has the authority to communicate to Participants the benefits of the Advisory Services through direct mail and email, and may require the Plan Sponsor to provide the Participant data necessary to make these communications.

6. 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"). 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 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.

7. OWNERSHIP. Notwithstanding the rights granted under this Agreement, Plan Sponsor acknowledges and agrees that: (i) Morningstar retains sole and exclusive ownership over all data, analyses, opinions, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information or other information contained in the Advisory Services and the Morningstar Services ("Intellectual Property"), except the data referred to in (ii) below, and that the Advisory Services and the Morningstar Services and all data, analyses, opinions and other information contained in it include valuable copyrighted and proprietary material of Morningstar; (ii) Morningstar, Inc. retains sole and exclusive ownership rights in certain data contained within each the Morningstar Services and the Advisory Services (the "Morningstar Data") and that the Morningstar Data contain the valuable copyrighted and proprietary material of Morningstar, Inc. (iii) Morningstar or Morningstar, Inc. as applicable, retains sole and exclusive ownership over the Intellectual Property; (iv) the Morningstar 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 Morningstar 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 Morningstar Services and Intellectual Property, except as specifically granted by this Agreement. Plan Sponsor has no right to make

derivative works of the Morningstar 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 Morningstar's ownership of all right, title and interest in and to the Morningstar 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 Morningstar 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 Morningstar 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 Morningstar to confirm or protect Morningstar's 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.

8. TERM AND TERMINATION

a. Term. The term of this Agreement ("Initial Term") shall begin on the Effective Date and shall continue for one (1) year from the Initial Delivery Date unless the term ends earlier as otherwise provided for under this Section 8. This Agreement shall automatically renew for successive periods of one (1) year each ("Renewal Term") after the Initial Term and each Renewal Term unless either party provides written notice of non-renewal to the other party no later than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, as the case may be.

b. Termination Upon Default or Insolvency. If either party defaults in the performance of, or is in 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) 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 Morningstar and Service Provider. This Agreement will terminate automatically upon the termination of the agreement between Morningstar and the Service Provider under which Morningstar provides the Service Provider with certain retirement services, including, but not limited to, any of the Services described herein.

d. Termination Upon Breach of Fiduciary Duty. This Agreement may be terminated by either party upon written notice if the other is in breach of its fiduciary duties under ERISA.

e. Effect of Termination. Upon expiration or termination of this Agreement for any reason, all rights granted to Plan Sponsor hereunder shall terminate immediately and all Participants shall no longer have access to the Advisory Services or the Morningstar Services. Expiration or 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 or relieve Plan Sponsor of any liability for breach of this Agreement. Any prepaid fees or expenses shall be non refundable.

9. FEES AND BILLING

a. Fees. During the term of this Agreement (including any Renewal Term), the Plan and/or the Plan Sponsor, as the case may be, shall pay the applicable fees that are set forth on Exhibit D attached hereto and made part hereof.

b. Collection Authorization and Payment Terms: The parties hereby agree that Service Provider shall collect all applicable fees from Plan Sponsor and is hereby authorized to remit such fees to Morningstar. The parties agree and acknowledge that Service Provider shall collect and remit the applicable Investment Management Fees in monthly installments in arrears beginning at the end of the calendar month in which the Investment Management Fees were earned by Morningstar.

10. REPRESENTATIONS AND WARRANTIES

a. Representations of Morningstar. Morningstar represents and warrants to Plan Sponsor that it is an investment adviser registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940 and, to Morningstar's knowledge (a) it has all rights in and to all the Intellectual Property necessary to market, distribute the Advisory Services and the Morningstar Services in accordance with the terms of this Agreement; (b) this Agreement is binding on Morningstar; and (c) Morningstar's entry into this Agreement does not violate any prior obligation or agreement of Morningstar.

Morningstar represents and warrants to Plan Sponsor that the Investment Management Services will (a) apply generally accepted investment theories; (b) be diversified to minimize risk of large losses; (c) be designed to provide varying degrees of long-term appreciation and capital preservation through a mix of equity and fixed income based on participant's age, retirement date or life expectancy; and (d) change the asset allocation and associated risk levels over time to become more conservative with increasing age.

b. Representations of Plan Sponsor. Plan Sponsor represents and warrants to Morningstar 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; (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 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 investment account for which Morningstar may provide advice hereunder, and (f) 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.

11. DISCLAIMERS:

a. Data Disclaimer. Morningstar will use commercially reasonable efforts to ensure that the data, analysis, opinion, and other information contained in the Advisory Services or the Morningstar Services are correct. Although gathered from sources believed to be reliable, Plan Sponsor acknowledges that Morningstar 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 Morningstar's control.

b. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10 ABOVE, MORNINGSTAR PROVIDES NO WARRANTIES, EITHER EXPRESS, IMPLIED OR OTHERWISE WITH RESPECT TO THE SERVICES DELIVERED PURSUANT TO THIS AGREEMENT, OR THE SOFTWARE COMPRISING THE SERVICES, AND TO THE EXTENT PERMITTED BY LAW, INCLUDING ERISA, MORNINGSTAR DISCLAIMS THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY WITH RESPECT TO SUCH SERVICES.

c. Acknowledgement of Limitations on Recommendations. Plan Sponsor acknowledges and agrees that in formulating recommendations through the Advisory Services, Morningstar will only consider investment options offered by the Plan Sponsor's Plan. As a result, the Advisory Services may not be comprehensive because it may not recommend use of investment options that otherwise might be appropriate investments but that are not offered through Plan Sponsor's Plan.

12. LIMITATION OF LIABILITY: The following Limitations of Liability shall be applicable:

a. Limitation of Damages. EXCEPT AS OTHERWISE PROVIDED BY LAW (INCLUDING BUT NOT LIMITED TO ERISA), AND EXCEPT FOR PLAN SPONSOR'S PAYMENT OBLIGATIONS HEREUNDER AND FOR DAMAGES ARISING AS A RESULT OF A PARTY'S WILLFUL MISCONDUCT OR BREACH OF FIDUCIARY DUTY, EACH PARTY'S AGGREGATE LIABILITY FOR ANY DIRECT DAMAGES ARISING UNDER OR IN ANY WAY RELATING TO THIS AGREEMENT, THE ADVISORY SERVICES, AND MORNINGSTAR SERVICES PROVIDED HEREUNDER (WHETHER ARISING IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY) SHALL BE LIMITED TO THE GREATER OF (I) ONE MILLION DOLLARS (\$1,000,000) OR (II) THE TOTAL FEES AND COSTS PAID OR PAYABLE BY PLAN SPONSOR TO MORNINGSTAR UNDER THIS AGREEMENT FOR THE ONE (1) YEAR PERIOD PRIOR TO THE DATE ON WHICH SUCH DAMAGES FIRST AROSE IN CONNECTION WITH THIS AGREEMENT.

EXCEPT AS OTHERWISE PROVIDED BY LAW, AND FOR DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT, IN NO EVENT WILL THAT PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. 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.

13. INDEMNIFICATION

Indemnification by Morningstar. Morningstar 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 Morningstar's breach of the fiduciary duty imposed pursuant to this Agreement. Morningstar'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 in a defined contribution plan; (ii) any violation of law, rules, or regulations by a party other than Morningstar in connection with such investment option; (iii) the fault or negligence of, or violation of rules or regulations by Plan Sponsor or (iv) the delivery or transmission by the Service Provider, the Plan Sponsor or the Participant of incorrect, inaccurate, or incomplete Participant data. 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 Morningstar at Morningstar'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.

Indemnification by Plan Sponsor. Plan Sponsor agrees to indemnify, defend and hold harmless Morningstar 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 Plan Sponsor's breach of its fiduciary obligations under the Plan, or its use of the Intellectual Property provided hereunder in any manner not specifically authorized hereunder. 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 in a defined contribution plan; (ii) any violation of law, rules, or regulations by a party other than Plan Sponsor in connection with such investment option; or (iii) the fault or negligence of, or violation of rules or regulations by Morningstar. Morningstar 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.

14. ENHANCEMENTS AND MODIFICATIONS: Morningstar reserves the right in its sole discretion to enhance, modify, or provide upgrades (collectively "Changes") of the Morningstar Services or Advisory Services from time to time. Morningstar shall notify Service Provider of any Changes, who shall notify Plan Sponsor.

15. MISCELLANEOUS

a. Notices. All notices or other communications shall be in writing and be delivered in person, or sent by certified mail, return receipt requested, overnight courier service, facsimile or e-mail to such addresses or numbers as may be stipulated in writing by the parties pursuant hereto. Unless otherwise provided, notice will be effective on the date it is officially recorded as delivered by return receipt or equivalent or by facsimile confirmation date.

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 without the prior written 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 Morningstar Services or the Advisory 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. Such panel shall consist of an actuary, an attorney and an employee benefit consultant, each of whom shall have had at least ten (10) years of professional experience in the administration of participant-directed defined contribution plans similar to the Plan. In any such arbitration, each party shall bear its own costs, expenses and attorneys' fees. 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.

h. Choice of Law and Venue. Except as provided in Section 14(g), 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 Morningstar's Disclosure Statement. Plan Sponsor acknowledges that it has received Morningstar's Form ADV Part 2 prior to 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, 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.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

Plan Sponsor:

Morningstar Associates:

By: _____

By: 

Print Name: _____

Print Name: Tom Idzorek

Title: _____

Title: President

Date: _____

EXHIBIT A – INVESTMENT ADVICE

Morningstar will provide Investment Advice by and through Morningstar® Retirement ManagerSM in its standard design with current supported plan types and functionality and any subsequent global modifications, enhancements, or upgrades. Morningstar Retirement Manager includes a proprietary web-based application that is primarily focused on providing Investment Advice. Morningstar Retirement Manager includes the following modules as further described herein: Research, Education, and Measurement, including standard functionality and standard modifications for each.

1. ACCESS, TECHNICAL REQUIREMENTS AND SPECIFICATIONS

Method of Access: Morningstar shall provide Plan Sponsor's Participants with access to Morningstar Retirement Manager and Plan Sponsors with access to the Measurement Module via the Internet through an HTTP connection, which connection shall be established and maintained by Service Provider for Plan Sponsor's benefit.

Participants shall access Morningstar Retirement Manager and and Plan Sponsor shall access the Measurement Module from the Service Provider's website, which will provide a link to a web site designated and maintained by Morningstar.

Technical Requirements:

Browsers:

- × Microsoft® Internet Explorer 6.0 and above
- × America Online 9.0 and above
- × Morningstar reserves the right not to immediately support new browser versions.
- × Morningstar reserves the right to change the above referenced technical requirements as certain browser versions become obsolete or outdated or as new versions are released.

System Requirements:

- × Windows®
- × Mac® OS X® with Safari browser
- × Java and JavaScript must be enabled
- × Cookies must be enabled
- × Adobe Acrobat 4.0 and above (free version) or 5.0 and above (fully paid version)
- × Sun's Java Plug-in - J2SE Java Runtime Environment (JRE) version 1.4.2 or higher

Modem Speed:

- × 56K and above

Security:

- × 128 bit encryption

Specifications:

- Using a three-step process (i.e., 1. *Confirm Your Basic Data*, 2. *Review Your Strategy*, 3. *Confirm and Finish*), as such process may be modified from time to time, in Morningstar's sole discretion, to provide Participants with specific recommendations for their individual Plan account, based upon each Participant's input of goals, available plan options, and current financial situation.

Standard Functionality

- Pre-population of Participant and Plan data
 - Pre-population of funds contained in the Fund Universe available to Participants through the Plan, provided that such funds are active in Morningstar's database.
- Research module: the following data points, reports and standard modifications are included for the funds specific to each Plan in the Research module provided all funds are active in Morningstar's database. Such Research shall be offered only to Participants and shall not be shared with any other third party:

Standard Data Points

- Morningstar Categorysm
- Standardized Return (Year-To-Date, 5-Year, 1-Year as of quarter end, 5-Year as of quarter end, 10-Year as of quarter end, since inception)
- Morningstar Ratingsm (3-Year, 5-Year, 10-Year)
- Expense Ratios
- Fund Type

Standard Reports:

- Morningstar® Investment Profile™ reports: HTML format, updated daily for open-end retail mutual funds.
- Education module: approximately 100 articles on retirement planning and investing and such interactive analysis and planning tools as Morningstar may make available from time to time are included in the Education module and are not intended to be offered outside of such module under this Agreement.

EXHIBIT B – MORNINGSTAR INVESTMENT MANAGEMENT SERVICES

Morningstar will provide Investment Management Services to the Plan and its Participants through Morningstar Retirement Manager in its standard design with current supported plan types and functionality and any subsequent global modifications, enhancements, or upgrades. Investment Management Services includes the following modules as further described herein: Research, Education, and Measurement, including standard functionality and standard modifications for each. Plan Sponsor hereby appoints Morningstar as Investment Manager to the Plan, as defined by ERISA section 3(38), and Morningstar hereby acknowledges that it is a fiduciary with respect to the Investment Management Services.

1. ACCESS, TECHNICAL REQUIREMENTS AND SPECIFICATIONS

Method of Access: Morningstar shall provide Plan Sponsor's Participants with access to Morningstar Retirement Manager and Plan Sponsors with access to the Measurement module via the Internet through an HTTP connection, which connection shall be established and maintained by Service Provider for Plan Sponsor's benefit.

Participants shall access Morningstar Retirement Manager and Plan Sponsor shall access the Measurement Module from the Service Provider's website, which will provide a link to a web site designated and maintained by Morningstar.

Technical Requirements:

Browsers:

- × Microsoft® Internet Explorer 6.0 and above
- × America Online 9.0 and above
- × Morningstar reserves the right not to immediately support new browser versions.
- × Morningstar reserves the right to change the above referenced technical requirements as certain browser versions become obsolete or outdated or as new versions are released.

System Requirements:

- × Windows®
- × Mac® OS X® with Safari browser
- × Java and JavaScript must be enabled
- × Cookies must be enabled
- × Adobe Acrobat 4.0 and above (free version) or 5.0 and above (fully paid version)
- × Sun's Java Plug-in - J2SE Java Runtime Environment (JRE) version 1.4.2 or higher

Modem Speed:

- × 56K and above

Security:

- × 128 bit encryption

Morningstar reserves the right to change the above-referenced technical requirements as certain browser versions become obsolete or outdated or as new versions are released

2. SPECIFICATIONS FOR MORNINGSTAR INVESTMENT MANAGEMENT SERVICES

a. Participant Portfolio Construction

(i) Fund Set Up Process

All funds eligible for use within the Participant Portfolios are selected by Plan Sponsors at their sole discretion. The list of available funds will be provided to Morningstar by the Plan Sponsor during a mutually agreed upon discovery process and may include such open-end funds, custom funds, variable annuities, money markets, GICs, or stable value funds, as Plan Sponsor determines in its sole discretion (the "Funds"). Morningstar shall analyze the list and determine the necessary Fund set-up requirements, if applicable.

(ii) Participant Portfolios

Morningstar shall provide Investment Management Services through the construction and delivery of risk policy points ("Risk Policy Points") that are a combination of mutual funds (or similar vehicles) which primarily invest in equities ("Stock"), mutual funds (or similar vehicles) which primarily invest in fixed income instruments ("Bond"), and money market funds or stable-value funds (or similar vehicles) ("Cash"). There are ninety-nine (99) Risk Policy Points into which a Participant may be mapped. However, if the Participant's situation makes him/her ineligible for one of the ninety-nine Risk Policy Points, a customized Risk Policy Point will be assigned.

For each such Risk Policy Point, Morningstar will use the Funds provided by the Plan Sponsor to create a portfolio with the same asset allocation composition (each a "Participant Portfolio"). Morningstar will analyze the funds to determine their asset composition and where such Funds should be appropriately assigned to any particular Participant Portfolio.

Upon receipt from Plan Sponsor of personal and financial data for a Participant ("Participant Data"), Morningstar will establish a Risk Policy Point for the Participant and map the Participant into a Participant Portfolio.

(iii) Quantitative Fund Score

Morningstar will establish a quantitative fund score for each Fund (the "Quantitative Fund Score"). The Quantitative Fund Score is based on a proprietary fund-scoring system developed by Morningstar. The Quantitative Fund Score is used as an input to Morningstar's proprietary securities optimization algorithm (the "Securities Optimizer") that selects the weight of each Fund in each Participant Portfolio in order to establish the Funds in that Participant Portfolio. The Quantitative Fund Score takes into account returns, risk, and expenses of the Fund, however, other Funds within a Plan lineup do not affect the Quantitative Fund Score for a particular Fund. Each individual Fund's return, risk, and expense history are compared with its category peer group and the Fund is given an initial quantitative score based on its relative standing within the peer group. The overall Quantitative Fund Score is determined by taking a weighted average of

the return, risk, and expense factors, and adjusting for manager tenure. Morningstar will review the Fund Score on a monthly basis. Morningstar reserves the right to modify the software and methodology used to determine the Quantitative Fund Score.

(iv) Qualitative Fund Score

In addition to establishing a Quantitative Fund Score, Morningstar may also establish a qualitative fund score for a particular Fund (the "Qualitative Fund Score"). The Qualitative Fund Score may be based on some or all of the following characteristics:

- ◆ Investment sub style and process
- ◆ Manager skill (including history at other funds)
- ◆ Asset size and growth
- ◆ Historical Style-Box placement and drift
- ◆ Portfolio composition and concentration
- ◆ Portfolio turnover
- ◆ Management structure and turnover
- ◆ Evidence of market timing or chasing performance

Morningstar will also take into account the Fund's strength on an organizational level to evaluate such factors as the adequacy of the analyst staff and the strength of the Fund's information and trading infrastructures. The Qualitative Fund Score may be used as an input to the Securities Optimizer.

b. Ongoing Monitoring

Morningstar will monitor Fund return and risk performance on a daily basis, and portfolio and manager style data on a monthly basis. If market or Fund conditions necessitate quick action, Morningstar may determine that a Fund change is necessary and may rebalance Participants' Asset Mixes within days of making such determination. However, absent exceptional circumstances, Morningstar anticipates that rebalancing would occur no more frequently than on a quarterly basis.

c. Participant Level Exceptions:

Company Stock

Morningstar shall have no duty to provide investment advisory services with respect to securities issued by a Plan Sponsor ("Company Stock") that cannot be sold in the ordinary course of business due to a Plan provision or instruction from the Plan Sponsor ("Restricted Company Stock"). Restricted Company Stock shall not be included within a Participant Portfolio and Morningstar shall have no liability for any loss arising from such Restricted Company Stock.

With respect to Company Stock that can be sold without any restrictions ("Non-restricted Company Stock"), upon the Participant's direction, the Participant Portfolio shall reflect Morningstar's recommendation that

Non-restricted Company Stock be sold at a preset percentage each quarter, or immediately if directed to do so by the Participant or if the Non-restricted Company Stock reaches a preset threshold. These sales of Company Stock will also include any new Non-restricted Company Stock that is allocated automatically to the Participant Portfolio. In addition, Morningstar will recommend that the Participant Portfolio exclude any future contributions of Company Stock.

Participants may elect to retain a certain percentage of their Plan account balances in Non-restricted Company Stock, in which case such retained Non-restricted Company Stock shall not be included within a Participant Portfolio. Morningstar shall have no duty to provide investment advisory services with respect to such retained Non-restricted Company Stock, and shall have no liability for any loss arising from the retained Non-restricted Company Stock.

Windows

Participants may receive the Investment Management Services if Participants are partially invested within their respective Plan in a self-directed brokerage account, mutual fund window, or other similar investment vehicles (collectively "Windows") that cannot feasibly be administered in a managed account. However, Morningstar will only have discretion over that portion of the Participant's Plan account balance invested outside of the Window. Plan Sponsor and Morningstar will jointly ensure that this limitation is communicated to the Participant. Morningstar shall address this limitation in any written materials discussing the Investment Management Services and Plan Sponsor shall ensure that such written materials are provided to Participants, as necessary.

Source Restrictions

Plans that have source restrictions where different investment options are assigned for different money sources cannot be used in conjunction with the Investment Management Services.



EXHIBIT D

Participants enrolled in Investment Management Services shall pay Morningstar an annual fee of an amount equal to **50** basis points* on the net assets under management in each Participant's Plan account (the "Investment Management Fee"). The Service Provider shall deduct the Investment Management Fee from the Participant's Plan account and remit the Investment Management Fee to Morningstar.

* Service Provider may charge additional basis points for administration of the service.