

AMENDMENT NO. 1

TO THE

Matrix Trust Company

DIRECTED TRUST AGREEMENT

COMPANY AND PLAN IDENTIFYING INFORMATION
Company (Plan Sponsor): _____ Address: _____ City: _____ State: _____ Zip: _____ Phone Number: () _____ Tax ID #: _____
Qualified Plan and Trust Name(s): _____ _____
Original Effective Date of Plan and Trust: _____ Trust Tax ID #: _____ Trust Fiscal Year End Date: _____
Plan Administrator (if different from Plan Sponsor): _____ Address: _____ City: _____ State: _____ Zip: _____ Phone Number: () _____ Tax ID #: _____
Designated Representative: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone Number: () _____ Tax ID #: _____

AMENDMENT

This Amendment No.1 to the Directed Trust Agreement (the "Amendment") is entered into by and between MG Trust Company dba Matrix Trust Company ("Matrix Trust") and _____ as Named Fiduciary of the _____ (the "Company") effective as of _____, 20____ (the "Effective Date").

Whereas, the parties hereto previously entered into the Matrix Trust Directed Trust Agreement (the "Trust Agreement") dated as of _____; and

Whereas, the Company maintains the above-referenced Qualified Plan (the “Plan”); and

Whereas, as permitted by the Internal Revenue Code of 1986, as amended (“Code”), the Plan requires “Mandatory Distributions,” defined as follows: (a) an immediate distribution from an ongoing plan to a terminated participant without such participant’s consent if the present value of the participant’s vested accrued benefit (i) exceeds \$1,000 but does not exceed \$5,000, and/or (ii) is equal to or less than \$1,000; or (b) a distribution following termination of the Plan; and

Whereas, Code Section 401(a)(31)(B) requires, and the fiduciary safe harbors provided under Title 29 of the Code of Federal Regulations, Section 2550.404a-2 and Section 2550.404a3, respectively, (each a “DOL Regulation,” and collectively the “DOL Regulations”) permit the Plan to provide that Mandatory Distributions be rolled over into individual retirement accounts (“IRAs”) established by the plan administrator to the extent that Plan participants do not elect to either have such distributions paid directly to an eligible retirement plan, or to receive the distribution directly (“Automatic Rollovers”); and Whereas, Matrix Trust offers IRAs through custodial accounts that meet the requirements of Code Section 408(a)(2), as amplified by Section 1.408-2(d) of the Treasury Regulations, and serves as custodian of such IRAs (“Custodian”); and

Whereas, in order to comply with the above-referenced Code and DOL Regulation requirements, the Plan desires to establish Automatic Rollover IRAs by transferring Mandatory Distributions to the Custodian as necessary to comply with the Code and the DOL Regulations; and

Whereas, the parties desire to amend the Trust Agreement, as described herein, to include services related to the establishment of Automatic Rollover IRAs using IRAs established with the Custodian.

Now, therefore, in consideration of the preambles and the agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Appointment of the Custodian as Automatic Rollover IRA Provider . The Company has selected the Custodian and the Custodian has agreed to provide services related to establishment of Automatic Rollover IRAs sponsored by the Custodian to hold Automatic Rollovers from the Plan. The adoption of this Amendment is intended to satisfy the fiduciary responsibility provision of Section 404(a) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and the DOL Regulations.

Section 2. Scope of Amendment. This Amendment sets forth the basic terms and conditions pursuant to which the Custodian agrees to provide, and the Company agrees to secure from the Custodian, services related to the establishment of Automatic Rollover IRAs, as supplemented by the IRA Adoption Agreement, the IRA Custodial Account Agreement, and the IRA Disclosure Statement. The services provided hereunder shall be subject to the general terms and conditions of the IRA Custodial Account Agreement. Services under this Amendment will commence for Mandatory Distributions made from the Plan on or after the Effective Date.

Section 3. Company Direction.

(a) The Company hereby directs the Custodian to establish IRAs to receive Automatic Rollovers from the Plan in accordance with Section 401(a)(31)(B) of the Code, the DOL Regulations, and the terms of the Plan upon receipt by the Custodian of Instructions from the Company sufficient to establish same. The Company shall provide such Instructions in the form of electronic files

and in a format as shall be reasonably requested by the Custodian. Such files shall contain the specific participant information necessary to establish such IRAs, including without limitation the name of the Plan, the name of the participant, the address of the participant that is the most recent mailing address for the participant in the records of the participant's employer and plan administrator, the tax identification number of the participant, and the birthdate of the participant. Upon receipt of confirmation from the Custodian that an IRA has been established, the Company will cause the direct rollover of the Mandatory Distribution from the Plan to the IRA identified by the Custodian. The transfer by the Company or its Designated Representative of an electronic file containing the necessary participant information, and the receipt of the corresponding rollover amounts will serve as evidence of the Company's authorization and direction to establish an IRA for each of the individuals included in such electronic files. The Company shall promptly notify the Custodian of any errors in the information transmitted and shall direct the Custodian with respect to actions to correct such errors.

(b) The Company hereby directs the Custodian to invest the corpus of each IRA opened pursuant to paragraph (a) above in an FDIC-insured bank account (the "Investment Option").

Section 4. Responsibilities of the Custodian. Upon receipt of sufficient Instructions from the Company or its Designated Representative in the form of electronic files, the Custodian will open an IRA on behalf of an individual participant based upon the Instructions so provided. The Custodian will provide the Company with the IRA identifying information and confirmation that the Custodian is prepared to receive a transfer of assets from the Plan. Upon receipt of the assets, the Custodian will invest the assets as directed by the Company and will assess fees and expenses in accordance with the schedule attached to this Amendment as Attachment A. In accordance with the notification requirements of Section 408(a) of the Code and Section 1.408-6 of the Treasury Regulations, the Custodian will provide, at the address provided by the Company as the participant's most recent mailing address in the records of the participant's employer and the plan administrator pursuant to Section 3(a) above, the following information to the individual participant for whom the Automatic Rollover IRA is to be established (the "IRA Holder"): (a) an IRA Adoption Agreement completed with the account opening information as provided by the Company; (b) an IRA Custodial Account Agreement; and (c) an IRA Disclosure Statement. The Custodian will update the IRA information with any corrected or updated information as provided by the IRA Holder from time to time. The Custodian will have no obligation to verify the accuracy of the information as provided by the Company or to search for or ascertain the whereabouts of the IRA Holder until such time as required minimum distributions are to commence.

Section 5. Fees and Expenses. The Company understands and agrees that:

(a) Only cash may be rolled into an Automatic Rollover IRA;

(b) Each Automatic Rollover IRA will bear fees and expenses in accordance with the schedule attached as Attachment A to this Amendment; and

(c) Such fees and expenses may change from time to time, but will not exceed fees and expenses that would be charged by the Custodian for a comparable IRA established for reasons other than the receipt of an Automatic Rollover.

Section 6. Enforcement by Participant. This Amendment shall be enforceable by a Plan participant with respect to a Mandatory Distribution transferred to an Automatic Rollover IRA established for the benefit of such participant.

Section 7. Company Representations and Warranties.

(a) Generally. The Company represents and warrants that:

(1) This Amendment has been duly authorized, executed and delivered by the Company and constitutes a valid and binding agreement of the Customer. Neither the execution nor delivery of this Amendment nor the transaction contemplated hereby, will result in any breach of a charter, bylaw, partnership agreement, order, law, rule or regulation to which the Company is a party or otherwise applicable to the Company;

(2) The Plan is a tax-qualified retirement plan described in Code Section 401(a), and such Plan includes Mandatory Distribution and Automatic Rollover provisions with respect to distributions made after the Effective Date;

(3) Transfers of Mandatory Distributions to the Custodian are consistent with the terms of the Plan and applicable law;

(4) The Company has furnished participants with a summary plan description, or a summary of material modifications, that describes the Plan's Automatic Rollover provisions and the explanation required by Title 29 of the Code of Federal Regulations, Section 2550.404a-2(c)(4) or Section 2550.404a-3(e), as applicable;

(5) The Company has determined that (i) the Investment Option is designed to preserve principal and provide a reasonable rate of return consistent with liquidity, and (ii) the Investment Option seeks to maintain, over the term of the investment, the dollar value that is equal to the amount invested in the Investment Option by an Automatic Rollover IRA, except insofar as fees and expenses may be charged to such IRA in accordance with Section 5 hereof;

(6) The Company has received the IRA Custodial Account Agreement, the IRA Disclosure Statement, rate of return information with respect to the Investment Option, and the Fee Disclosure, all of which are attached hereto or previously have been provided to the Company by the Custodian;

(7) The Investment Option is the only option available under Automatic Rollover IRAs established pursuant to this Amendment, and the respective IRA Holders will incur account establishment, annual maintenance, and other administrative fees if any such IRA Holder directs the transfer of the corpus of his or her Automatic Rollover IRA to another investment option with another IRA provider;

(8) The selection of the Custodian and the Investment Option will not result in a prohibited transaction under ERISA section 406;

(9) With respect to each data transmission, the account opening information provided to the Custodian, along with the direction to establish the IRA, is the most recent and accurate information available to the Plan and the Company, and the Plan participant for which the Automatic Rollover is made has not elected to receive the distribution directly; and

(10) The Company acknowledges that, in the absence of any specific instruction or direction from the participant, the beneficiary of each Automatic Rollover IRA will be the estate of the IRA Holder, as provided for in the IRA Custodial Account Agreement.

(b) **Survival.** The provisions of Section 7(a) shall survive the termination of the Trust Agreement.

Section 8. Representations and Warranties of the Custodian. The Custodian represents and warrants that:

(a) This Amendment has been duly authorized, executed and delivered by the Custodian and constitutes a valid and binding agreement of the Custodian. Neither the execution nor delivery of this Amendment nor the transaction contemplated hereby will result in any breach of any charter, by law, order, law, rule or regulation to which the Custodian is a party or otherwise applicable to the Custodian.

(b) The Automatic Rollover IRA fees and expenses described in Attachment A to this Amendment shall at all times be comparable to fees and expenses for similar IRAs provided by the Custodian for reasons other than the receipt of a Mandatory Distribution.

Section 9. Effect on Trust Agreement. The terms of this Amendment shall be incorporated into the terms of the Trust Agreement as of the Effective Date. **Except as otherwise** specifically provided herein, including a provision contained in a document the terms of which are incorporated herein by reference, the provisions of the Trust Agreement shall continue to have full force and effect on and after the Effective Date hereof, and shall govern the rights and responsibilities of the parties.

Section 10. Capitalized Terms. Capitalized terms used in this Amendment but not defined herein shall have the meaning ascribed in the Trust Agreement.

In Witness Whereof, the undersigned have duly executed this Amendment as of the Effective Date.

CUSTOMER/FIDUCIARY:

MG Trust Company D/B/A Matrix Trust Company:

By: _____ **By:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____

Attachment A: Automatic Rollover IRA Fees and Expenses

Matrix Trust Company Individual Account Fee Schedule

Annual Fees

Account set up	\$15
IRA Custodial Fee	
-Account balance greater than \$10,000	\$0
-Account balance less than \$10,000	\$50
Managed Accounts	\$100

Services

Check/ACH Distributions	\$20 each
Wires, Outgoing	\$20 each
Returned Wires	\$25 each
Tax Form Corrections	\$20 each
Stop Payments	\$25 each
NSF Checks	\$25 each
Research & Special Services	\$100 per hour
Document Review	At cost