



Principal Bank
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A member of the Principal Financial Group^o

Rollover IRA Agreement for Mandatory Distributions

General Information

This Rollover IRA Agreement for Mandatory Distributions (this "Agreement") is between the undersigned Plan Fiduciary ("you", "your") and Principal Bank, a federal savings bank ("we", "us", "our"). You and we are the "Parties" to this Agreement. Each of the Parties may be referred to separately as a "Party". This Agreement is effective on the date you sign it.

The Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA") requires that mandatory distributions of between \$1,000 and \$5,000 described in section 401(a)(31)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), be automatically rolled to an individual retirement plan, including an individual retirement account described in section 408(a) of the Code (an "IRA"), unless the participant elects otherwise. The final Department of Labor ("DOL") regulations issued in September 2004 under 29 C.F.R. §2550.404a-2 (the "safe harbor regulations") require plan fiduciaries to establish a written agreement with an individual retirement plan provider to receive the rollover funds for such mandatory distributions. With this written agreement you hereby select Principal Bank as the IRA provider for the Plans named below (the "Plans") with respect to each mandatory distribution of between \$1,000 and \$5,000 made by the Plans and automatically rolled over in accordance with the provisions of section 401(a)(31)(B) of the Code during the term of this Agreement (each a "Mandatory Distribution").

Investment of rollover funds

Each Mandatory Distribution shall be invested by us in a Principal Bank IRA savings account (each a "Principal Bank Safe Harbor Rollover IRA") that (a) qualifies as an IRA, (b) is designed to preserve principal and provide a reasonable rate of return consistent with liquidity and (c) seeks to maintain, over the term of the investment, the dollar value that is equal to the amount invested. The deposit investment we offer pursuant to this Agreement is a savings account. The Principal Bank Safe Harbor Rollover IRA is not, and cannot be, a self-directed IRA. All Mandatory Distributions must be transferred to us in the form of cash only. Mandatory Distributions in the form of non-deposit investments such as property, annuities, stocks, bonds and government, municipal or United States Treasury securities will not be accepted. Upon the transfer of the funds for a Mandatory Distribution to us on behalf of any Plan participant, the Plan participant will become the owner of the Principal Bank Safe Harbor Rollover IRA in which such funds are invested (the "Principal Bank IRA Owner") and all rights and privileges of said Principal Bank IRA Owner will be governed by (a) the Traditional Individual Retirement Custodial Account Custodial Booklet, the Terms and Conditions, the Schedule of Fees and the Truth-In-Savings Disclosure for the Principal Bank Safe Harbor Rollover IRA, all which may be amended by us from time to time in a manner consistent with the terms of this Agreement and the safe harbor regulations (collectively, the "Disclosure Documents"), and (b) the terms of this Agreement. In addition, the participant on whose behalf you transfer a Mandatory Distribution to us pursuant to this Agreement shall have the right to enforce the terms of the Disclosure Documents and this Agreement against us with respect to his or her rolled-over funds.

Fees and expenses of rollover funds

All fees and expenses attendant to a Principal Bank Safe Harbor Rollover IRA established pursuant to this Agreement, including investments of such IRA, (e.g. establishment charges, maintenance fees, investment expenses, termination costs and surrender charges) shall not exceed the fees and expenses charged by us for comparable IRAs established with us for reasons other than automatic rollovers of distributions subject to the provisions of section 401(a)(31)(B) of the Code. Each Principal Bank IRA Owner will be charged an annual custodial fee as described in the Disclosure Documents. Additional expenses, if any, are outlined in the Disclosure Documents.

Designation of IRA Provider

You hereby designate Principal Bank as the IRA provider for the Mandatory Distributions. As provided by the DOL regulations, you may rely on this Agreement as meeting the safe harbor regulations. We hereby represent and warrant to you that (a) we are a federally regulated financial institution as that term is described in the safe harbor regulations and (b) the provisions of this Agreement satisfy the requirements of the safe harbor regulations. Your plan fiduciary responsibility with respect to a Mandatory Distribution ends when the funds with respect to such distribution are transferred to us pursuant to this Agreement. You hereby authorize the release to us of any and all information necessary to establish and maintain the Principal Bank Safe Harbor Rollover IRAs for your Plan participants. The transfer to us of any assets of the Plans is dependent on information provided by you. If you fail to provide us complete and accurate information we request with respect to a Mandatory Distribution at or before the time you transfer to us the funds for such Mandatory Distribution we will not be responsible for our improper performance or failure to perform, in whole or in part, any service required to be performed by us under this Agreement to the extent such improper performance or failure to perform is caused by your failure to provide us the information we so requested, and you hereby agree to hold us harmless against any losses, claims, damages, awards, actions, penalties, fines and expenses (including reasonable attorneys' fees) resulting from any claim made or proceeding brought by a third party against us, to the extent such claim or proceeding arises from your failure to provide us the complete and accurate information we requested.

Status

Nothing in this Agreement, nor in the opening of Principal Bank Safe Harbor Rollover IRAs as contemplated by this Agreement, makes us a party to, or a fiduciary or administrator regarding, the Plans.

Termination of this Agreement

This Agreement may be terminated by either Party upon 30 days' written notice. Any such termination shall have no effect on any Principal Bank Safe Harbor Rollover IRAs established prior to the effective date of such termination.

If the Parties have a dispute regarding this Agreement, any rights, duties or obligations granted or arising under this Agreement, or any transaction made under this Agreement, they will try in good faith to resolve all such disputes through negotiation or mediation.

Miscellaneous

This Agreement sets out the entire understanding of the Parties with respect to the matters described herein. It supersedes and cancels any and all prior agreements, understandings and representations between the Parties, whether written or oral, relating to these matters. Neither this Agreement nor any right, title, interest or performance with regard to this Agreement may be assigned without the prior written consent of the other Party. This Agreement may be amended only by the written agreement of both of the Parties. Notices provided under this Agreement must be in writing and may be provided via mail, overnight courier or facsimile to the addresses set forth below or such other addresses provided from time to time by the Parties.

Signatures

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the date first written below.

Plan Name

Contract Number/Plan ID Number

Plan Fiduciary Printed Name

Plan Fiduciary Title

Plan Fiduciary Signature

Date

X

Contact Information/Mailing Address

Attention

Telephone Number

Facsimile Number

On behalf of Principal Bank:

X

Arthur J. Bacci

President and CEO

Contact Information

Principal Bank

711 High Street

Des Moines, IA 50392

Telephone Number: (800) 672-3343

Facsimile Number: (515) 883-9158