



Member FINRA/SIPC

Retirement Account Establishment Guide



RAMPSM

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Instructions for Account Application

Congratulations! You are on your way to planning and saving more for retirement! Read through and complete the following pages to sign up today .

GETTING STARTED | Instructions for completing account application.

- STEP 1** **Your Profile Information:** ALL information is **REQUIRED** .Please include a valid email address to receive important account information .
- STEP 2** **Contribution Amounts and Investment Direction:** Provided instructions for the amount you want contributed per pay period and how you want to allocate contributions to investments .
- STEP 3** **Your Beneficiary Designation:** Please name at least 1 Primary Beneficiary .If you name more than one Primary beneficiary, the percentage shares must equal 100% .
- STEP 4** **Appointment of Financial Professional:** Provides account permissions to your designated financial professional to assist you with your financial planning needs .
- STEP 5** **Participant Account Agreement:** Please read and sign the account agreement, which includes information about the account's terms well as references to other documents which govern this account included in this guide .

SUBMITTING YOUR ACCOUNT APPLICATION | Summary of account opening procedures.

Please submit your completed account application to your financial professional processing. Once your account is reviewed and approved by your financial professional's operations and compliance department it will be sent for processing - Please allow for 3 - 5 business days for your account to be established.

Once your account is established your will receive a email notification on how to access your account online . You will have access to a account opening confirmation documents package located in your secure Private Document Vault that includes:

- Account Forms & Agreements
- Account Profile Confirmation



Account Application and Agreement

SELECT PLAN TYPE: 403(b) 457(b)

USA PATRIOT Act requirements: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account .

What this means for you: When you open an account, we need to capture certain information that allows us to verify your identity . The following information needs to be provided on this application for all individuals who will be the registered owner of an account . You are referred to as the "Participant" in the materials below .

STEP 1 YOUR PROFILE INFORMATION - all fields are required unless noted

<input type="text"/>	<input type="text"/>	<input type="text"/>
First Name	Last Name	MI .
<input type="text"/>	<input type="text"/>	<input type="radio"/> Single <input type="radio"/> Married
Social Security Number	Date of Birth (month / day / year)	Marital Status
<input type="text"/>	<input type="radio"/> Drivers License <input type="radio"/> State ID <input type="radio"/> Passport	<input type="text"/>
ID Number	ID Type	Place of Issuance
<input type="text"/>	<input type="text"/>	Expiration Date
<input type="text"/>	<input type="text"/>	
Country(ies) of Citizenship (Must list all)	Country of Legal Residence	
<input type="text"/>	<input type="text"/>	<input type="text"/>
Employer's Name		Date of Hire (month / day / year)
<input type="text"/>		
Your Home/Legal Street Address (PO Boxes not accepted)		
<input type="text"/>	<input type="text"/>	<input type="text"/>
City	State	Zip
<input type="text"/>	<input type="text"/>	
Phone Number	Email Address* (optional)	

* By providing an e-mail address, Participant represents and warrants that he/she has the ability to receive and consents to the electronic delivery of all investment-related and account-related information and notices at the provided e-mail address .Electronic delivery may include, but is not limited to, e-mailed copies of, or internet links to, documents in PDF format .Investment-related and account-related information and notice may include, but is not limited to, fund prospectuses, tax notices, account statements, confirmations of statements, account access passwords, etc .Participant's consent will be in effect until revoked .Participant may request no-cost written copies of any electronically delivered documents and/or may revoke his/her consent to electronic delivery by contacting logging into his/her account .Please refer to the E-Communications Consent Disclosure .

STEP 2 CONTRIBUTION AMOUNTS & INVESTMENT DIRECTION

The contribution information is for informational purposes only. Participants **MUST** complete the Salary Reduction Agreement (SRA) authorized by their Employer/District for contributions to be initiated.

A CONTRIBUTION SOURCE TYPE

Your retirement Plan may allow for different contribution source types (Pre-tax or Roth/after-tax) that impact the tax treatment of your contributions. For more information regarding contribution source types, visit the online planning center or consult with your financial advisor.

SELECT SOURCE TYPE: PRE-TAX OR ROTH/AFTER TAX (IF AVAILABLE)

B CONTRIBUTION METHOD & AMOUNT

Your retirement Plan may allow for different contribution method types (dollars or percentage) per pay period for making salary reduction contributions. The dollar method sets a specific amount per pay period. The percentage method may vary depending on how you're compensated (hourly or salaried) and allows you contribution amount to grow with increases in your pay.

I ELECT TO REDUCE MY SALARY BY \$ OR % PER PAY PERIOD.

C INVESTMENT DIRECTION

I elect to have my contributions stated above directed to the Investment Provider/Product stated below:

NAME OF INVESTMENT PROVIDER/PRODUCT

Indicate what investments choices your contributions will be allocated to. Percentages must be whole numbers and add up to 100%

TICKER	INVESTMENT NAME	ALLOCATION %
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

The Participant authorizes and instructs FPS to invest contributions and/or rollovers to the Account as designated or as provided by an appointed Financial Professional. Participant acknowledges and agrees that FPS does not and has not provided any recommendations or advice regarding the selection or suitability of any investment, Financial Professional, or other service provider. Participant represents and warrants (1) that Participant has received and read the prospectuses and information about all investment selections; (2) that Participant understands that Participant is placing a buy order either directly or through an appointed third party, instructing FPS to purchase shares on Participant's behalf upon receipt of account funding; (3) that Participant understands that the investment products purchased or sold in a transaction through FPS are not insured by the FDIC, are not deposits or other obligations of FPS, and are not guaranteed by FPS or the custodian; (4) that Participant understands that the investment products purchased through FPS are subject to investment risks, including possible loss of the principal invested; and (5) that Participant is solely and exclusively responsible for the elections made on this form, including but not limited to elections regarding investments and services.

STEP 3 YOUR BENEFICIARY DESIGNATION

If additional Beneficiaries are desired, please make a copy of this page to provide additional Beneficiary information. If the Participant is married and designates someone other than his/her spouse as Primary Beneficiary, a notarized signature of the Participant's spouse is required. Beneficiaries are elected per product. The beneficiaries for the GLP RAMP (list the product name here) are:

<input type="radio"/> Primary	<input type="text"/>		
<input type="radio"/> Contingent	Beneficiary's Name (first, middle, last) or Entity Name		
Address			
<input type="text"/>		<input type="text"/>	<input type="text"/>
City		State	Zip
<input type="text"/>		<input type="text"/>	
Daytime Telephone Number	Evening Telephone Number	Email Address	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Social Security Number	Date of Birth (month / day / year)	Percentage Share	Relationship to Participant
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="radio"/> Primary	<input type="text"/>		
<input type="radio"/> Contingent	Beneficiary's Name (first, middle, last) or Entity Name		
Address			
<input type="text"/>		<input type="text"/>	<input type="text"/>
City		State	Zip
<input type="text"/>		<input type="text"/>	
Daytime Telephone Number	Evening Telephone Number	Email Address	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Social Security Number	Date of Birth (month / day / year)	Percentage Share	Relationship to Participant
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="radio"/> Primary	<input type="text"/>		
<input type="radio"/> Contingent	Beneficiary's Name (first, middle, last) or Entity Name		
Address			
<input type="text"/>		<input type="text"/>	<input type="text"/>
City		State	Zip
<input type="text"/>		<input type="text"/>	
Daytime Telephone Number	Evening Telephone Number	Email Address	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Social Security Number	Date of Birth (month / day / year)	Percentage Share	Relationship to Participant
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

STEP 4 APPOINTMENT OF FINANCIAL PROFESSIONAL

Financial Professional representing an Investment Firm (Broker Dealer | Registered Investment Advisor) and/or Insurance Agency

SECTION 1 PARTICIPANT AUTHORIZATION

I understand that, for some investment products, I must engage a financial professional. I also understand that I may elect to engage a financial professional, whether or not one is required.

I also understand that there are 2 levels of authorization I can elect for each financial professional: **(1) Account Access Only** or **(2) Account Access with Limited Trading Authority**. These are defined as follows (SELECT ONLY ONE):

- Account Access:** I appoint the Financial Professional and firm designated in Section 4 as the Broker Dealer/RIA of record for my account ("Broker Dealer" or Registered Investment Advisor "RIA"), and direct FPS Services, LLC ("FPS") to give the Broker Dealer/RIA access to the records of my account. I understand that the Financial Professional will receive compensation from the investments in which my account is invested. I understand that I am the only person who may make decisions regarding investments in my account and that the Broker Dealer/RIA does not exercise any discretionary authority over the account.
- Account Access and Limited Trading Authority:** I appoint the Financial Professional and firm designated in Section 4 as the Broker Dealer/RIA of record for my account ("Broker Dealer" or Registered Investment Advisor "RIA"), and direct FPS Services, LLC ("FPS") to give the Broker Dealer/RIA access to the records of my account. I hereby also grant Limited Trading Authority which allows my Financial Professional to inquire into my account(s) and direct investments from the available options within the Plan. The Financial Professional is bound by all terms and conditions set forth in all customer agreements related to my accounts. I authorize FPS, its affiliates, agents and any other person FPS may instruct to act in connection with my Financial Professional's instructions without further approval or direction from me. Limited Trading Authority does not allow my Financial Professional to transfer, withdraw, or disburse money or assets from my account except as may be pursuant to an authorization to deduct management fees. Neither FPS, nor its agents, assumes any responsibility for reviewing or monitoring any investment decision or activity of the Financial Professional.

NOTE: Limited Trading Authority is subject to approval from the Financial Professional's Investment Firm and/or Insurance Agency.

SECTION 2 FINANCIAL PROFESSIONAL INFORMATION (This section to be completed with the assistance of the Financial Professional)

Financial professionals will tell you whether they are a Registered Representative or a Registered Investment Advisor. They will also disclose how they will be compensated for helping you.

The Financial Professional I am appointing is acting as a (select only one):

- Registered Representative and/or Licensed Agent**
Compensated by commissions and applicable sales charges as paid by the investment products in which the Participant is invested.

SECTION 3 PARTICIPANT SIGNATURE

I, the Participant/Account Owner, have read this section in its entirety, agree to be bound by this document as it exists and as it may be modified, and designate the Financial Professional listed in Section 4 to act as my Financial Professional to exercise all rights and powers set forth herein with respect to the product specified. This authorization will terminate if FPS is notified in writing of my incapacity, disability, or death. I may revoke this authorization by notifying FPS in writing, but such notification will not affect my responsibility for any actions of my Financial Professional prior to FPS receipt and processing of the notification.

If my Financial Professional is a Registered Investment Advisor, as indicated above, I authorize FPS to pay my Financial Professional from my assets held in the Account registered in my name, an annual investment advisory fee stated above, to be billed quarterly in arrears and determined based upon the average daily balance in the 403(b)(7) Account registered in my name. This Authorization will remain in full force and effect until I provide to FPS written notice of its revocation signed by me. This authorization shall extend to the benefit of my successors and assigns.

▶ PARTICIPANT SIGNATURE

_____/_____/_____
Date (month / day / year)

SECTION 4 FINANCIAL PROFESSIONAL CONTACT INFORMATION

Financial Professional Name			
Company Name		Email	
Address			
City		State	Zip
Phone		Ext.	Fax
Broker Dealer Name	Broker Dealer Number (NSCC Code)	Branch Number ID	Rep ID
RIA Firm Name	RIA Firm Number	Branch Number ID	RIA Rep ID

SECTION 5 PAYMENT INFORMATION (This section **MUST** be completed by Financial Professional in order to receive compensation on accounts)

Please complete the payment instructions that pertain to your compensation method selected on the previous page .

Registered Representative and/or Licensed Agent

Compensated by commissions and applicable sales charges as paid by the investment companies in which the Participant is invested .Please verify with your Broker/Dealer and/or Insurance Agency that all necessary selling agreements and appointments are executed and in good order .If selling agreements and appointments are not in place or not executed properly, Registered Representatives will NOT receive compensation on accounts **NOTE:** Payments are contingent on investment companies' commission and payment schedule .

Registered Investment Advisor

Compensated by an asset-based advisory fee, calculated using the average daily account average daily balance in the Account Owner's account, and remitted quarterly .

Receipt of Payment Method (select either check or ACH):

Check

Payee			
Address		City	State ZIP
Special Check Instructions			

ACH

Bank Name	Account Number	Account Type (i.e. Savings, DDA)
Name on Account	ABA Routing Number	

SECTION 6 FINANCIAL PROFESSIONAL SIGNATURE

By signing below, this Financial Professional represents and warrants that he/she is authorized by his/her Investment Firm (Broker Dealer | Registered Investment Advisor) and/or Insurance Agency to enter into this agreement, act as the appointed Financial Professional for this account, and receive compensation .Further, Financial Professional represents and warrants that he/she will comply with all solicitation directives of the employer that sponsors the applicable plan, that he/she holds all appropriate federal and/or state insurance and/or securities licenses and any applicable state permits/registrations required for providing the applicable services to the Participant .If there is any breach of these representations or warranties, or if FPS is instructed by the Financial Professional's Investment Firm and/or Insurance Agency to do so, Financial Professional's access to the Account and the payment of any compensation from or related to the Account may be terminated .In the event of such termination, Financial Professional shall be responsible for notifying the Participant of such termination and for taking any necessary steps to cure the breach and/or resolve any matters with the plan sponsoring employer and/or their Investment Firm and/or Insurance Agency .

▶ FINANCIAL PROFESSIONAL SIGNATURE _____ Date (month / day / year) _____

STEP 5 IPX PARTICIPANT ACCOUNT AGREEMENT

By signing this Investment Provider Xchange ("IPX") Participant Account Agreement, Participant represents and warrants that he/she has received, read, and is in agreement with the terms presented by FPS Trust Company, LLC ("FPS") in the IPX Terms & Conditions and the IPX 403(b)(7) Custodial Account Agreement, and any applicable addendums to the IPX Participant Account Agreement which may be changed, from time to time, upon notice from FPS. Participant also represents and warrants that he/she has agreed, as a condition of using the IPX Platform ("Platform"), to be bound by the terms of use of the IPX Platform Agreement and the IPX Privacy Notice. Further, Participant represents and warrants that he/she has agreed to receive statements and other Communications in electronic format as disclosed in the E-Communications Consent Disclosure. Participant understands that IPX documents are available in the Documents section of Participant's online account. Participant understands and agrees that this IPX Participant Account Agreement also applies to other investment programs made available in the Plan on the IPX Platform, including those offered by annuity providers, with the exception that annuity programs are not subject to the IPX Terms & Conditions or the IPX 403(b)(7) Custodial Account Agreement. Participant represents and warrants that, before investing in such other investment programs, Participant has received, read and is in agreement with information provided by such other investment program providers, and agrees to be bound by the terms and conditions of such contractual information.

When participating in a 403(b)(7) account, Participant appoints FPS as custodian for the 403(b)(7) custodial account ("Account") established by the 403(b)(7) Account Application and authorizes FPS (including its affiliates) to perform relevant custodial and administrative services. Participant acknowledges FPS (including its affiliates) as recordkeeper of the 403(b)(7) established by the 403(b)(7) Account Application and authorizes FPS to perform relevant recordkeeping and administrative services for such Account.

Participant understands and agrees that FPS may provide online access to the Account and to other assets of the 403(b) Plan of the Participant's employer through the IPX Platform and the issuance of user names and passwords to Participant and other persons Participant authorizes to access the Account and the IPX Platform on his/her behalf (e.g., a Financial Professional, an Investment Strategist, etc.). Further, FPS may provide user names and passwords to Plan Administrators and/or other authorized persons/entities. Participant understands and agrees that persons/entities to which user names and passwords are issued are solely responsible for the security of the user name and password issued to him/her/it. FPS shall be entitled to rely on the entry of a user name and password into FPS's systems as confirmation of the identity of the person/entity to whom the user name and password were issued.

Participant understands and agrees that FPS may provide telephone access to the Account, but will use reasonable procedures to verify the identity of the Participant or other authorized person when servicing an account by telephone.

Participant understands and agrees that it is his/her exclusive responsibility to monitor the activity on the IPX Platform and in the Account and to immediately report to FPS any unauthorized access or transactions. FPS retains the right to, but shall have no obligation to, monitor activity and transactions on the IPX Platform or the Account.

Participant understands and agrees that certain transaction fees (\$75 Loan fee | \$50 Distribution fee) and annual based fees (\$25 Account fee | 0.20% Custodial fee of account value) will apply to the Account based on selected investment provider product(s). You may request provider product fee disclosures from your financial professional, by calling Customer Information or access your employer Plan website. Transaction fees are charged per occurrence and annual fees will be assessed based on a monthly or quarterly billing cycle and will be assessed pro rata from the assets in the Account. Participant understands and agrees that these fees may change, from time to time, upon notice from FPS.

Certain plans and employers may have elected to utilize a Third-Party Administrator (TPA) for performing administrative services. These TPAs charge various fees for their services. Portions of TPA fees may be covered (coverage limit) based on selected investment provider programs you are enrolled in. If applicable, any fees or charges that go over and above the pre-defined coverage limit of the investment provider product will be listed as a separate line item fee, delineated as a TPA administration fee and deducted from Participant's account.

Participant authorizes and instructs FPS to assess the above-referenced fees (and any other fees Participant may later agree to have assessed against the Account) against the Account registered in the Participant's name established under this Account Application.

Participant understands and agrees that, if the Internal Revenue Service has notified Participant that he/she is currently subject to backup withholding because Participant has failed to report all interest and dividends on his/her tax return, Participant must cross out item 2 in the certification below. By signing below, under penalty of perjury, Participant certifies that:

1. The number shown on this form is the Participant's correct taxpayer identification number (or Participant is waiting for a number to be issued to him/her), and
2. Participant is not subject to backup withholding because: (a) Participant is exempt from backup withholding, or (b) Participant has not been notified by the Internal Revenue Service ("IRS") that he/she is subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified Participant that he/she is no longer subject to backup withholding, and
3. Participant is a U.S. citizen or U.S. resident alien.

PARTICIPANT SIGNATURE		____ / ____ / ____
Participant Signature		Date (month / day / year)
_____	_____	
Participant Name	Social Security Number	

IPX Platform Agreement

This Agreement between you and FPS Services, LLC ("FPS Services") states the binding conditions of your use of any services available through the Investment Provider Xchange (IPX)™ Platform ("Platform").

Section 1: Description

The Platform makes available to you inter-active computer services. These services allow you to establish and maintain an account associated with your employer's retirement plan.

Your requests made via the Platform are subject to the terms and conditions of your employer's retirement plan as well as the terms of this Agreement.

Either FPS Services or your employer may terminate this online service or your access to it at any time.

Section 2: Your Representations and Warranties

You represent and warrant that: (a) you are of legal age in the state in which you live and you are authorized to enter into this Agreement; and (b) this Agreement, as amended from time to time, is a legal, valid and binding obligation, enforceable against you in accordance with its terms.

Section 3: Security Information

You are responsible for (a) keeping any security information provided to you confidential and (b) monitoring access to the Platform made through the use of your security information. You agree not to permit any other person to have access to the Platform using your security information. You hereby authorize FPS Services to act upon requests and instructions made under your name and your security data. You agree that FPS Services will not be liable for any claim, loss, cost or expense for acting upon such requests when such requests are reasonably believed by FPS Services to be genuine, even if such requests are in fact not given by you. You must notify us immediately if you become aware of any loss, theft or unauthorized use of your information. **Call us toll free at (844) 788-3474 on Monday through Friday between 7:30am and 4:30pm Mountain Time with this information.** You agree that, if you fail to notify FPS Services promptly when any breach of security occurs, FPS Services will have no liability for any claim, loss, cost or expense related to the security breach, other than for gross negligence or willful misconduct by FPS Services.

Section 4: No Investment, Legal or Tax Advice

FPS Services does not provide investment, tax or legal advice. We do not endorse any investment product or service or any retirement plan. You agree that FPS Services is not responsible for the accuracy or completeness of any information about your account, investments, financial markets, retirement or benefit plans, or other information received by FPS Services or by you from outside sources using the Platform. You act on such information at your sole risk and responsibility.

Section 5: FPS Services Security Precautions

FPS Services will take reasonable security precautions in storing and transmitting private data or communications, but you agree that FPS Services will not be liable for any claim, loss, cost or expense resulting from interception of or other unauthorized access to any

such data or communications. FPS Services is not responsible for the availability, security or speed of Internet or other network or communications services.

Section 6: What Law Applies

This Agreement is subject to all applicable federal and state laws and regulations and any mutually agreed-upon arbitration agreements. This Agreement will be governed by and interpreted under the laws of the State of Colorado, as if this Agreement were entered into and performed completely in Colorado. You agree that all lawsuits relating to this Agreement or these Internet Services shall be brought in Colorado State courts or Federal courts located in the City of Denver.

Section 7: Severability

If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected.

Section 8: Enforcement Rights

Neither your nor our failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions, or of your right or our right thereafter to enforce each and every such provision.

Section 9: Limitation on Liability

FPS SERVICES MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF FPS SERVICES' INTERNET SERVICES OR ANY INFORMATION, PRODUCTS OR SERVICES OBTAINED THROUGH ANY FPS SERVICES ELECTRONIC SERVICES. IN NO EVENT WILL FPS SERVICES BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND RESULTING DIRECTLY OR INDIRECTLY FROM ANY USE OF OR DEFECT IN THE PLATFORM OR ANY OTHER FPS SERVICES ELECTRONIC SERVICE, UNLESS EXPRESSLY STATED IN THIS AGREEMENT.

Section 10: Electronic Copies

The electronically stored copy of your signature, any written instructions or authorizations, and any other agreements and disclosures we provide to you are considered to be the true, complete, valid, authentic and enforceable record, admissible in judicial, administrative or arbitration proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree not to contest the admissibility or enforceability of FPS Services' electronically stored copy of such documents in any proceeding between you and FPS Services.

By your use of the Platform you agree that your use of the services available through this Platform will at all times on all occasions be governed by this Agreement. If you do not accept this Agreement, or if you have any questions about it, call toll free at (844) 788-3474.

IPX Privacy Notice

We respect your privacy and are committed to providing the highest standards of confidentiality and safeguarding of your financial and other personal information .In that regard, we are providing this Privacy Notice to all clients .

Use of Personal and Financial Information by Us and Third Parties

We may share non-public personal information about you with any third parties who provide services for your account .We do not disclose any non-public personal information about our clients or former clients to anyone, except to service providers that manage your account and as required by governmental agencies, such as the IRS .The information that we share may include:

- Information that you provide on the client profile, applications or other forms or through oral, written or electronic communications (for example, your name, address, social security number, birth date and restrictions on investments) .
- Information derived from your transactions, including amounts, account balances and account numbers .
- Information that we receive from non-affiliates (such as your bank account or brokerage account number(s) or account balances) .

Limiting employee access to information

We limit access to your information to those employees and service providers who are involved in offering or administering the products or services that we offer .We train our employees to respect customer privacy and to recognize the importance of confidentiality .If our relationship ends, we will continue to treat your non-public personal information as confidential and safeguard that information .

Security

We maintain physical, electronic, and procedural safeguards that are designed to guard your information .These safeguards are SSAE 16 certified, and all data transmitted via the website uses SSL encryption .

IPX Terms & Conditions

Section 1: Scope of Agreement

Your agreement with FPS Trust Company, LLC ("FPS") consists of the terms set forth in this 403(b) Account Application and the terms of the custodial account agreement between FPS and your employer. In addition, you may, in the future, receive from FPS supplemental terms and disclosures which shall also be a part of the agreement between you and FPS (collectively, the "Agreement and Disclosures"). You agree to read the Agreement and Disclosures carefully and to retain copies for your records.

Section 2: Acceptance of Agreement and Disclosures

You agree that the Agreement and Disclosures govern all aspects of your relationship with FPS, including all transactions between FPS or the IPX Platform and you, and all products and services now or in the future offered through FPS. FPS may rely on your use of FPS's products and services, including the IPX Platform, as evidence of your continued acceptance of the Agreement and Disclosures.

Section 3: Your Representations and Warranties

You represent and warrant that: (a) you are of legal age in the state in which you live and you are authorized to enter into this Agreement; (b) you have supplied accurate information in your Account Application; (c) if you are married, live in a state with community-property laws and have designated someone other than your spouse as the sole beneficiary to this Account, you have obtained the consent of your spouse to such designation; (d) no additional authorizations from third parties are required for you to open the Account and effect transactions therein; (e) except as you have otherwise indicated on your Account Application or in writing to us, (i) you are not an employee of or affiliated with any securities exchange or member firm of any exchange, the Financial Industry Regulatory Authority (FINRA), or any securities firm, bank, trust company or insurance company and (ii) you are not a director, 10% beneficial shareholder, policymaking officer or otherwise an "affiliate" (as defined in Rule 144 under the Securities Act of 1933) of a publicly traded company and (f) this Application Agreement, as amended from time to time, is a legal, valid and binding obligation, enforceable against you in accordance with its terms.

Section 4: Account Handling

The Designated Custodian ("The Custodian") will automatically hold all of your securities purchased, sales proceeds, dividends and interest for your Account. The Custodian will also release your name, address and securities positions to authorized agencies and entities, including companies in which we hold securities for your Account, upon request, unless you notify us otherwise in writing.

Section 5: Responsibility for Investment Decisions

You agree that you and any agent under a power of attorney or Investment Advisor (if you have one) are solely responsible for investment decisions in your Account or in other products available on the IPX Platform, including whether to buy or sell a particular security. Unless required by law, you understand that FPS has no obligation to determine whether a particular transaction, strategy or purchase or sale of a security or insurance product is suitable for you. Your obligation includes an affirmative duty to monitor and stay informed about your Account, any annuity contract assets you may hold, and your investments, and to respond to changes as you deem appropriate. Unless FPS otherwise agrees with you in writing, FPS does not have any discretionary authority or obligation to review or make recommendations for the investment of securities or cash in your Account. You acknowledge that FPS does not provide tax or legal advice.

Section 6: Liquidations

Whenever it is necessary for our protection or to satisfy a debt or other obligation owed us, we may (but are not required to) sell, assign and deliver all or any part of the property securing your obligations, or close any or all transactions in your Account or restrict activity in your Account or through the IPX Platform. We may choose which property to buy or sell, which transactions to close and the sequence and timing of liquidation. We may take such actions on whatever exchange or market and in whatever manner (including public auction or private sale) that we choose in the exercise of our business judgment. You agree not to hold us liable for the choice of which property to buy or sell or of which transactions to close or for timing or manner of liquidation or any tax consequences from such actions. All of the above may be done without demand or notice of purchase, sale, transfer or cancellation to you. No demand or notice shall impose on FPS any obligation to make such demand or provide such notice to you in the future. Any such notice or demand is hereby expressly waived, and no specific demand or notice shall invalidate this waiver.

Section 7: Verification

You authorize FPS to inquire from any source, including a consumer reporting agency, as to the identity (as required by law), creditworthiness and ongoing eligibility for the Account of yourself, any other person referred to on this Application, or any person whom FPS is later notified is associated with or has an interest in the Account (as well as such persons' spouses if they live in a community-property jurisdiction) at Account opening, at any time throughout the life of the Account, and thereafter for debt collection or investigative purposes.

Section 8: Application of Law

What Law Applies: This Agreement is subject to all applicable federal and state laws and regulations and any mutually agreed-upon arbitration agreements. If it is necessary to apply any state law to interpret and administer this Agreement, the law of our domicile shall govern. If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither your nor our failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions, or of your right or our right thereafter to enforce each and every such provision.

Section 9: Electronic Copies

The electronically stored copy of your (or your agent's) signature, any written instructions or authorizations, the Account Application and Agreement, 403(b) (7) Participant Account Agreement, these Terms and Conditions, the Custodial Account Agreement and any other agreements and disclosures we provide to you are considered to be the true, complete, valid, authentic and enforceable record, admissible in judicial, administrative or arbitration proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree not to contest the admissibility or enforceability of FPS's electronically stored copy of such documents in any proceeding between you and FPS.

Section 10: Allocation of Contributions

You may place your contributions in one fund or in any combination of funds available under the Account or in annuity products available through the IPX Platform, although your employer may place restrictions on investment in certain funds or products.

Section 11: Compliance with Plan Document and/or the Internal Revenue Code of 1986 ("Code")

I agree that my employer or Plan Administrator may take any action that may be necessary to ensure that my participation in the Plan is in compliance with any applicable requirements of the Plan Document and/or the Code .I understand the maximum annual limit on contributions is determined under the Plan Document and/or the Code .I understand that it is my responsibility to monitor my total annual contributions to ensure that I do not exceed the amount permitted, under applicable account and plan types .If I exceed the contribution limit, I assume sole liability for any tax, penalty, or costs that may be incurred .

Section 12: Incomplete Forms

I understand that in the event my Participant Account Application is incomplete or is not received by FPS at the address stated in the Establishment Guide prior to the receipt of any deposits, FPS will hold these deposits uninvested until I supply FPS with a completed form .

Section 13: Account Corrections

I understand that it is my obligation to review all confirmations and quarterly statements for discrepancies or errors .Corrections will be made only for errors which I communicate within 90 calendar days of the last calendar quarter . After this 90 day period, Account information shall be deemed accurate and acceptable to me .Corrections will be processed only from the date of notification forward and not on a retroactive basis .

Section 14: Provider Compensation

FPS receives compensation from certain funds or their affiliates and other investment providers in consideration for services that FPS provides including but not limited to 1) participant statements, 2) maintaining participant level fund accounting, 3) transmitting and recording purchase and redemption instructions for such investments, 4) transaction settlement, 5) prospectus and fact sheet delivery, and 6) participant call center services .This compensation is paid directly to FPS by the funds or investment provider, their affiliates, or services provider pursuant to a service agreement between FPS and one or more such parties, and the Employer is not responsible for payment of this compensation .The compensation paid to FPS is based either on a percentage of the average daily net asset value of each investment or on a set fee per each investment option in which a participant invests .Asset-based compensation can range from 0 00% to 0 25% annually on average assets, while investments paying a set fee can range from \$10 to \$12 annually per participant account . The fees received by FPS may be used to offset the fees that would otherwise be charged to the Plan or Account, dependent upon plan type .

Section 15: Administrative Fees

Certain plan types require administrative services and employers may choose to utilize a Third-Party Administrator (TPA) .These TPAs charge various fees for their services, and those amounts which fall under a pre-defined coverage limit are paid by FPS .If applicable, any fees or charges that go over and above the pre-defined coverage limit will be listed as a separate line-item fee, delineated as an administration fee .

E-Communications Consent Disclosure

Please read this disclosure carefully, and keep a copy for your records .

The Investment Provider Xchange (IPX)®platform will provide you with various Communications (quarterly statements, statements on demand, disclosures, notices, agreements, changes to terms & conditions, fee schedules, documents, and other information related to your financial holdings and account) . In order to use the online services IPX provides, you must agree to do business with us and to receive these Communications Electronically (via email or download from the IPX platform to your computer or device) instead of in Non-Electronic (paper or similar hardcopy medium typically delivered by post or fax) form as described in this disclosure . Below are the terms & conditions for receiving these Communications Electronically .Read these terms & conditions and indicate your acceptance of them by clicking “I Agree” at the bottom of the disclosure .

Consent to Electronic Delivery of Communications

By signing the IPX Participant Account Agreement, you are consenting to receive the following Communications electronically: quarterly statements, statements on demand, disclosures, notices, agreements, changes to terms & conditions, fee schedules, documents, and other information we provide to you .Your consent remains in effect until you give us notice in writing that you are withdrawing it .You also agree that IPX does not need to provide you with an additional paper (non-electronic) copy of the Communications disclosed herein, unless specifically requested .Your consent covers all Communications related to any service offered by IPX, either now or in the future .We may always, in our sole discretion, provide you with any Communications in writing, even if you have chosen to receive it electronically .

Updating Your Email Address

Communications will be sent to the email address we have on file for you .You agree to promptly notify us of any change in email address by following the instructions for changing your contact information provided on the IPX website or by calling FPS toll free at (844) 788-3474 and speaking with a Client Services Representative .

Paper Delivery of Communications

You may receive a paper copy of the Communications sent electronically .To receive a paper copy, please request it in one of the following ways: send an email message with your name and mailing address to support@fpstrustco.com, call FPS toll free at (844) 788-3474 and speak to a Client Services Representative, or write to FPS Services at 9137 E .Mineral Circle, Centennial, CO 80112, with your name and mailing address .Be sure to state that you are requesting a copy of the Communications, and specify which Communication you are requesting .You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law .

Requirements to Access and Retain Information

To receive and retain electronic Communications from IPX, you must have:

- 1 . A device, such as a personal computer, capable of accessing the Internet .Your access to this disclosure verifies that your device meets this requirement .
- 2 . An Internet web browser, such as Internet Explorer 8.0 or higher, Chrome 4.0 or higher or Firefox 5.0 or higher, which is capable of supporting 128 bit or higher SSL encrypted communications .
- 3 . Software that permits you to receive and access Portable Document Format or “PDF” files, such as Adobe Acrobat Reader® version 10.0 or higher (available for downloading at <http://get.adobe.com/reader/>) .Your access to this page verifies that your device has the necessary software to permit you to receive and access PDF files .
- 4 . To retain a copy of electronic Communications from IPX, your device must have the ability to download and store PDF files .

IPX 403(b)(7) Custodial Account Agreement

TERMS AND CONDITIONS

The Employer hereby requests FPS Trust Company, LLC, ("Custodian"), a trust company recognized under the laws of the State of Colorado, to establish a Custodial Account (the "Account") on behalf of the Employer's Plan. The Employer also hereby requests the Program Sponsor to establish a separate recordkeeping account under the Custodial Account for each Participant. The Program Sponsor and Custodian agree to furnish system and account services to the Employer and the Participants in the Plan on the terms and conditions set forth below. The Custodian has no investment discretion and provides no investment advice with respect to the recordkeeping account or the Custodial Account. The Participant who directs Contributions pursuant to a Salary Reduction Agreement with the Employer, who has Employer Contributions contributed on his behalf or who makes a Rollover, Plan to Plan Transfer or Exchange Contribution from another eligible retirement program does agree, by signing the Participant Enrollment Form, to the terms and provisions of this Custodial Agreement, which is intended to qualify as an eligible funding vehicle under Section 403(b)(7) of the Code. **This Custodial Agreement is intended to be used by employers that are governmental organizations exclusively, is not intended to satisfy the requirements of ERISA and should not be used if the Employer or the Plan is not exempt from the application of ERISA to this Agreement.**

ARTICLE 1 – DEFINITIONS

As used in this Custodial Agreement, each of the following terms shall have the meaning for that term set forth in this Section unless a different meaning is provided or clearly required by the context in which the term is used.

- A. **Alternate Payee** means a Participant's or former Participant's spouse or former spouse, child or other dependent who is granted a right to receive all or a portion of the benefits payable under the Participant's Account as a result of a Qualified Domestic Relations Order.
- B. **Beneficiary** means the person or persons, trust, estate, charitable organization or other non-living entity designated by the Participant, or the Participant's beneficiary, to receive any payment of benefits pursuant to Article 9.
- C. **Code** means the Internal Revenue Code of 1986, as amended from time to time.
- D. **Contributions** means the sum of all Contributions hereunder made to each Participant's Account by or for the benefit of such Participants, including Employee Contributions, Employer Contributions, Exchanges, Transfer Contributions and Rollover Contributions, as applicable.
- E. **Custodial Account** means the group unallocated custodial account established by the Custodian hereunder to hold Participant Accounts under the Employer's Plan for the exclusive benefit of Participants. **Custodial Agreement** or **Agreement** means this document, as amended from time to time, and each Participant's Enrollment Form acknowledging and agreeing to be bound by the terms hereof.
- F. **Custodian** means FPS Trust Company, LLC and any successors or assigns.
- G. **Default Investment** means the investment option selected by the Program Sponsor to hold and invest amounts deposited into the Custodial Account by or for Employees who have failed to give satisfactory Instructions on where amounts deposited on their behalf should be invested or for whom amounts have been received by Custodian but some other impediment to proper deposit and allocation exists. The Program Sponsor shall be solely responsible for selecting the Default Investment and shall indicate the current Default Investment in descriptive materials relating to investment options under this Custodial Account.
- H. **Disability** means the inability to engage in any substantial gainful activity in accordance with Code Section 72(m)(7), by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of a long-continued or indefinite duration.
- I. **Employee** means any person who performs services or has performed services as a common law Employee of the Employer. Leased employees as defined in Code Section 414(n) or (o) and independent contractors shall not be included as Employees under this Agreement.
- J. **Employee Contribution** means the amount deposited into the Custodial Account on behalf of a Participant pursuant to the Employee's Salary Reduction Agreement. Employee Contributions under this Agreement include both Salary Reduction Contributions and Roth Contributions.
- K. **Employer** means the organization sponsoring the Plan under which this Agreement is established and any successors thereto. The Employer must also be a State, a political subdivision of a State, or agency or instrumentality of a State or a political subdivision of a State, provided that the Employee performs services for an educational organization described in Code Section 170(b)(1)(A)(ii).
- L. **Employer Contribution** means the aggregate Contributions made hereunder by the Employer, excluding Employee Contributions and Roth Contributions, for each Employee eligible to receive Employer Contributions.
- M. **Enrollment Form** means the Account Application and Agreement and the 403(b)(7) Participant Agreement pursuant to which a Participant Account is established (or continued) on behalf of a Participant, under which the Participant agrees to the terms and conditions of the Custodial Agreement, as the same may be amended from time to time.
- N. **ERISA** means the Employee Retirement Income Security Act of 1974, as amended. This Custodial Account is not intended for use with any Plan that is subject to the requirements of ERISA.
- O. **Exchange** means the transfer of some or all of a Participant's (or Beneficiary's) interest under one custodial or annuity contract under the Plan to another custodial or annuity contract issued by an authorized Vendor under the Plan, provided the transaction meets the requirements of Treas. Reg. Section 1.403(b)-10(b)(2) and any other applicable legal requirements.
- P. **Fund** means all of the assets of the Plan that may be transferred, assigned and delivered to the Custodian from time to time to be held in custody hereunder in the Custodial Account, together with the investments made with them, the proceeds received from them, and the gains and accumulations on them, and the portion thereof from time to time remaining, to be held and disposed of by the Custodian (without distinction between principal and interest) in accordance with the terms and provisions of this Agreement and proper directions received by the Custodian.
- Q. **Hardship** means an immediate and heavy financial need of a Participant, such as unreimbursed medical expenses, higher education tuition expenses for the Participant or the Participant's spouse or children, the purchase of a primary residence for the Participant, the costs of a funeral for the Participant's deceased parents, spouse, or children, or amounts necessary to prevent eviction of the Participant, that can only be satisfied with a

distribution from this Custodial Account .All Financial Hardships must satisfy the requirements applicable to such distributions under Code Sections 403(b)(7)(A)(ii) and (11)(b), Treas .Reg .Section 1401(k)-1(d)(2), as applicable to 403(b) accounts, and other applicable guidance relating to such distributions, as well as the terms of the Plan and any policies and procedures implemented by the Employer thereunder .

- R. **Instruction** means any oral, written or electronic direction given to the Custodian in a form and manner required or accepted by the Custodian .The Custodian may require that any Instruction be in writing or in an electronic format, and may recognize standing requests, directions, or requisitions as Instructions .
- S. **Investment Direction** means the instruction of a Participant regarding the manner in which Contributions or transfers to the Participant Account are to be invested .These instructions may be changed from time to time effective for Contributions received by the Program Sponsor or Custodian after receipt of the new direction .
- T. **Mutual Fund or Mutual Fund Shares(s)** means one or more shares issued by a "regulated investment company," as that term is defined in Code Section 403(b)(7)(C) .
- U. **Participant** means an Employee who has established a Participant Account and whose Enrollment Form has been accepted by the Program Sponsor .
- V. **Participant Account** means the individual record established and maintained by the Program Sponsor or its agent hereunder for the exclusive benefit of a Participant and the Participant's Beneficiary, as applicable .
- W. **Plan** means the plan that is made available or maintained by the Participant's Employer, is subject to the requirements of Code Section 403(b)(7), including a salary reduction agreement, if applicable, under which the Employee's rights are non-forfeitable (except for failure to pay future Contributions) to the extent required by Code Section 403(b)(1)(C) and the regulations promulgated thereunder, and with respect to which some or all of the assets are held by the Custodian pursuant to the terms of this Agreement .
- X. **Plan Document** means the written document by which the Employer adopts and maintains a Section 403(b) Plan with respect to which this Custodial Account Agreement is a part .
- Y. **Program Sponsor or Sponsor** means FPS Services LLC, a Delaware limited liability company, and any successor thereto, including by merger or acquisition that makes accounts available to qualifying Participants .The Program Sponsor is authorized by the Custodian to establish and maintain a Participant Account under this Custodial Account in the Participant's name, accept Contributions, make or direct the making of payments or distributions to the Participant or Beneficiaries, and prepare and mail to the Participant periodic account statements .
- Z. **Qualified Domestic Relations Order (QDRO)** means a domestic relations order issued by a state court that creates, recognizes or assigns to an Alternate Payee(s) the right to receive all or part of a Participant's benefit held in the Participant Account and which meets the requirements of Code Section 414(p) and other applicable law .
- AA. **Required Beginning Date** means the April 1 following the later of:
1 .the year in which a Participant attains age 70 ½, or
2 .the year in which a Participant severs service with the Employer
or as otherwise required by Code Sections 403(b)(10) and 401(a)(9) and applicable regulations and is the date upon which a Participant is required to take his first minimum distribution under this agreement, the terms of the Plan and applicable law .
- BB. **Rollover Contribution** means a Contribution made by, or at the direction of, a Participant (or Beneficiary) of an amount distributable

to such Participant (or Beneficiary) from an eligible retirement plan, custodial account or annuity or from an Individual Retirement Account, in accordance with Code Section 402(c)(8) .

- CC. **Roth Contribution** means a Contribution made by an Employee under a Salary Reduction Agreement that is irrevocably designated by the Employee to be a Roth Contribution, which is being made by the Employee as all or part of the Contributions that the Employee is otherwise eligible to make under the Plan, and which is treated by the Employer as includible in the Employee's income .
- DD. **Salary Reduction Agreement** means an agreement between an Employee and the Employer pursuant to which the Employee's compensation is reduced or a compensation increase is foregone in an amount which the Employer is to contribute to the Custodial Account as either a Salary Reduction Contribution or a Roth Contribution and which is recorded by the Program Sponsor as an allocation to such Employee's Participant Account .
- EE. **Salary Reduction Contribution** means a Contribution made by the Employer on behalf of an Employee on a pre-tax basis pursuant to a Salary Reduction Agreement .
- FF. **Transfer Contribution** means a direct transfer of all or any portion of a Participant's interest under one employer's 403(b) plan to the 403(b) plan of another employer following a severance from service, provided the transaction meets the requirements of Treas . Reg . Section 1403(b)-10(b)(3) and any other applicable legal requirements .
- GG. **Vendor** means the providers of annuity contracts or custodial accounts qualifying under Code Section 403(b) that have been authorized by the Employer to offer investment products to participants under the Plan .

ARTICLE 2 - ESTABLISHMENT OF CUSTODIAL ACCOUNTS

The Employer hereby requests that the Custodian establish the Custodial Account for and in the name of the Employer's Plan to hold the assets of the Plan Participants .The Employer also hereby requests that the Program Sponsor establish a separate recordkeeping account (Participant Account) to reflect each Participant Account under this group unallocated custodial account .A Participant may establish a Participant Account by completing the Enrollment Form and delivering it to the Program Sponsor or by previously having done so and consented to the Sponsor's and Employer's right to select the Custodian and amend this Custodial Agreement . Program Sponsor and the Employer each represent to Custodian that all necessary action has been taken for such appointment and that this Agreement constitutes a legal, valid and binding obligation of the Program Sponsor and the Employer .

All Contributions made to the Custodial Account by or on behalf of each Participant shall be applied by the Program Sponsor, in accordance with the instructions of such Participant, to the purchase of Mutual Fund shares . The Custodian shall not be obligated to provide detailed accounting for the recordkeeping account or for any individual investment option, such as with respect to Contributions, distributions, loan activity, and rollovers . The Employer and each Participant agree to look solely to the Program Sponsor or other record keeper that Program Sponsor has retained for all such detailed information .

ARTICLE 3 - APPOINTMENT, ACCEPTANCE AND ROLE OF CUSTODIAN

- 3.1 **Appointment; Acceptance.** The Custodian, in consideration of the deposit by the Employer and/or the Program Sponsor of funds into the Custodial Account, and other valuable consideration, hereby agrees to act as custodian of the Account on the terms and conditions of this Agreement .The Employer and the Program Sponsor, in consideration of the agreement by the Custodian to perform the duties of a custodian under this Agreement, hereby designate and appoint the Custodian as the custodian of the Participant Accounts under the Employer's Plan .
- 3.2 **Role.** The Custodian, as agent of the Employer, but not as fiduciary, shall take, hold, invest, and distribute all of the assets of the Fund

in accordance with the terms of this Agreement. The Custodian will serve as a non-discretionary, directed custodian of the Custodial Account. The Custodian is responsible for maintaining custody of the assets held in the Custodial Account, and for investing those assets as directed by the Program Sponsor on behalf of the Participants.

The Custodian (in its capacity as such) will not be an administrative or investment fiduciary of the Plan, and nothing in this Agreement is to be interpreted as causing the Custodian to be responsible for the administration of investment of the Fund other than as directed by the Program Sponsor hereunder, or as performing other than ministerial duties. The Custodian may refuse to exercise any power that it believes, in its sole judgment, could cause it to become a fiduciary or to be exercising trust powers in contravention of any state or federal law to which it may be subject.

The Custodian shall have no responsibility to draft or amend a plan document for the Plan, to administer the Plan, or to assist the Employer or the Program Sponsor in such drafting, amendment, administration, or maintenance, or to ascertain or provide advice with respect to the legal requirements applicable thereto except to the extent of any responsibility imposed upon the Custodian pursuant to the terms of this Agreement. The Employer and the Program Sponsor represent and warrant to the Custodian that the Plan shall be maintained in compliance with applicable regulations issued under Code Section 403(b), including but not limited to the universal availability requirement and applicable nondiscrimination rules, and other applicable law.

3.3 Direction to the Custodian. Except as provided herein, the Program Sponsor shall provide direction to the Custodian on behalf of the Employer, as needed and applicable, and on behalf of the Participants. The Employer, and, if the Employer utilizes a third party administrator ("TPA") to administer the Employer's Plan, such TPA may also provide direction to the Custodian and the Program Sponsor. The Custodian shall have no duty to take any action other than as specified in this Agreement unless the Program Sponsor, the Employer or a TPA designated by the Employer provides the Custodian with Instructions. However, each direction is contingent upon the determination by the Custodian that the Instruction can be administered by the Custodian. The Custodian may conclusively rely upon and be protected in acting in good faith upon any Instruction from the Program Sponsor, the Employer or a TPA that the Custodian believes was appointed by the Employer, or any other notice, request, consent, certificate, or other instrument or paper believed by the Custodian to be genuine and properly executed, or any instrument or paper if the Custodian believes the signature thereon to be genuine.

3.4 Designation and Authority of Program Sponsor. The Employer hereby designates and authorizes the Program Sponsor to provide Instructions to the Custodian on behalf of the Employer and the Participants in the Plan, including placing orders for the purchase and sale of securities, and authorizes the Custodian to disburse funds on behalf of the Employer or Participants upon Instruction from the Program Sponsor, the Employer or its TPA. The Employer and each Participant also authorize and direct the Custodian to pay for securities and receive payment from the sale of securities or other investment transactions arising out of Instructions of the Program Sponsor, the Employer or a TPA. Designation of the Program Sponsor is subject to the following provisions:

3.4.1 The Employer agrees that the Custodian may rely on Instructions from the Employer, and the Program Sponsor, and that the Custodian shall be under no duty to make an investigation with respect to any Instructions received from the Program Sponsor or the Employer;

3.4.2 Each Participant is solely responsible for managing the investment of his Participant Account and for the directions provided to the Program Sponsor with respect to investment selections. All Instructions, directions, and/or confirmations received by the Custodian from the Program Sponsor shall be deemed to have been authorized by the Participant;

3.4.3 The Employer and each Participant agree that the Program Sponsor and its agents, as well as the agents of the Employer, including any TPA or record keeper, are not agents of the Custodian.

3.4.4 Program Sponsor shall be responsible for the day to day administration of the Participant Accounts and shall have the power and authority in the administration of the Custodial Account to do all acts, exercise any legal power, execute and deliver all instruments for the benefit of the Participants and their Beneficiaries in accordance with the terms of this Agreement and the Plan. Program Sponsor shall identify the Mutual Funds eligible for purchase under this Custodial Account, receive and remit to Custodian all Contribution amounts from the Employer, transmit or provide for the transmission of Instructions, requests and notices between Custodian and Participants, deliver or provide for delivery of prospectuses or other descriptive materials as required under applicable laws and perform such other functions as are elsewhere specified in this Agreement. The Program Sponsor shall not be responsible for any services required to be performed by the Custodian, such as purchasing Mutual Fund Shares, following Participant Investment Directions and liquidating Mutual Fund Shares. Program Sponsor may execute any of its powers under this Agreement and perform the duties required of the Program Sponsor by and through agents, appointed representatives, affiliates or subsidiaries selected by the Program Sponsor, in its sole discretion.

3.5 Compliance. The Employer and each Participant agree that the Custodian may execute, as custodian, any declarations or certificates pertaining to a Participant Account that may be required under any tax law(s) or governmental regulation(s) now or hereafter without prior approval of the Employer or the Participant, and may withhold from any distribution to a Plan Participant or Beneficiary, made at the direction of the Employer, the Participant or the Program Sponsor, all income taxes required by law to be withheld, and pay such withheld amounts to the appropriate taxing authorities. The Employer or the Program Sponsor shall provide the Custodian all information necessary for the Custodian to file all required returns, reports, or other documents to the applicable taxing authorities with respect to distributions by the Custodian to Participants and Beneficiaries and amounts withheld thereon. Further, the Employer authorizes the Custodian, the Program Sponsor, and their agents to provide any requested information concerning Participant Accounts and to cooperate with any governmental agency in connection with its audit or examination of the Plan.

ARTICLE 4 - CONTRIBUTIONS AND TRANSFERS

4.1 General. The initial Contribution or transfer with respect to each Participant shall be accompanied or preceded by a properly executed Enrollment Form and an Investment Direction Form. The Custodian shall accept and hold in the Custodial Account each Contribution on behalf of Participants which it receives from the Employer, as well as any Exchange, Rollover Contribution or Transfer Contribution which it may receive from the Participant, another Vendor or a previous custodian or insurance company, subject to compliance by the Employer and Program Sponsor with applicable Code Section 403(b) regulation transfer and exchange requirements. Each Contribution shall be in a form acceptable to the Custodian. If a Participant Account to which a Contribution is to be credited has not yet been established, or if in the opinion of the Program Sponsor or the Custodian the documents received by either of them are not clear with respect to any Contribution, the Custodian may invest such Contribution as directed by the Program Sponsor, without liability, pending establishment of the Participant Account or completion or clarification of the information necessary for proper credit to the Participant Account, as the case may be.

4.2 Contributions. The Participants and the Employer may make Contributions to the Custodial Account consistent with Code Section 403(b)(7), including Contributions in accordance with a Salary Reduction Agreement. The sum of all annual Contributions for any one Participant in the Plan made by the Employer, including

all Employee Contributions, may not exceed the applicable limitations and adjustments under Code Section 402(g)(1), as indexed periodically for cost-of-living increases, except to the extent permitted under Code Sections 402(g)(7) and 414(v). The sum of all Contributions for any one Participant (except Rollover Contributions), including Employer and Employee Contributions may not exceed the annual limitations of Code Section 415(c), taking into consideration Code Section 414(v). The Custodian has no obligation to verify the correctness of the computation regarding the maximum Salary Reduction Contribution or Roth Contribution that may be made on behalf of a particular Participant, nor shall the Custodian be obligated to determine that any limit applicable to Contributions has been exceeded. The Custodian has no duty or authority to require any Contributions to be made under the Plan to the Custodian, compute any amount to be contributed under the Plan to the Custodian, determine whether amounts received by the Custodian comply with the Plan, the Code, or any other applicable law, or enforce Contribution amounts for sufficiency under the Code. The Custodian will not be responsible for any transferred asset until it receives such asset.

4.3 Roth Contributions. If permitted by the Plan, Participants may make Roth Contributions into the Custodial Account. Unless otherwise required, Roth Contributions shall be treated as "elective deferrals" under Section 402(g) of the Code and, as such, shall be subject to the requirements and limitations imposed by that section of the Code. The Program Sponsor or its record keeper shall separately account for Roth Contributions from all other contributions to the Account.

4.4 Excess Annual Additions. Any excess annual addition under Code Section 415(c) that remains in a Participant Account at the end of any Plan year shall be segregated into a separate account established in the name of the Participant and shall not be treated as part of such Participant Account hereunder. The Plan Sponsor or the Plan's TPA are responsible for directing Custodian to establish and maintain such separate account(s), and Custodian shall have no liability for failing to segregate such excess contributions. Excess annual additions are not exempt from inclusion in a Participant's income in the year contributed to the Plan and may be subject to excise taxes for each year in which the excess remains in the separate account.

4.5 Exchanges. Custodian may accept assets from another Vendor (an "Exchange") provided that the transaction satisfies the requirements for a tax-free exchange under Section 403(b) of the Code and applicable IRS regulations and guidance, and the Plan permits Exchanges. If the Custodian is provided with sufficient Instructions and any related information and representations that the proposed transaction qualifies as an Exchange, Custodian shall accept the Exchange and deposit the proceeds into the Participant's Account based on such Instructions. If the Employer has delegated administrative responsibilities under the Plan to a TPA and that TPA has qualified the transaction as an Exchange, the Custodian shall be entitled to rely on such determination and shall accept the Exchange and deposit the proceeds in the Account. The Custodian has no duty to inquire into the source of any assets transferred to it or the right of the transferor to make such Exchange. Neither the Custodian nor the Program Sponsor shall be liable for any losses arising from the acts, omissions, delays or failure of any other party involved in an Exchange transaction under this Section.

4.6 Plan to Plan Transfers. Custodian may accept a Transfer Contribution in a plan to plan transfer provided that the transaction satisfies the requirements for a tax-free transfer under Section 403(b) of the Code and applicable IRS regulations and guidance, and the Plan permits such transfers. If the Custodian is provided with sufficient Instructions and any related information and representations that the proposed transaction qualifies as a plan to plan transfer, Custodian shall accept the transfer and deposit the proceeds into the Account based on such Instructions. If the Employer has delegated administrative responsibilities under the Plan to a TPA

and that TPA has qualified the transaction as a plan to plan transfer, the Custodian shall be entitled to rely on such determination and shall accept the transfer and deposit the proceeds in the Account. The Custodian has no duty to inquire into the source of any assets transferred to it or the right of the transferor to make such transfer. Neither the Custodian nor the Program Sponsor shall be liable for any losses arising from the acts, omissions, delays or failure of any other party involved in a plan to plan transfer under this Section.

4.7 Rollover Contributions. If permitted under the Plan, Custodian may accept Rollover Contributions on behalf of any Participant or eligible Beneficiary that meet the requirements of Code Sections 402(c) and 403(b)(8), and shall deposit such amounts into the Account hereunder. Rollovers of Roth Contributions may only be accepted by the Custodian if the rollover is an eligible rollover distribution from a 403(b) custodial account or annuity contract with qualifying Roth features or from a 401(k) plan with qualifying Roth features that satisfies the conditions in Section 402A(e)(1) of the Code. The Employer or the Plan's TPA shall determine if the rollover qualifies as an eligible rollover distribution under Code Sections 402(c) and 403(b)(8) and, upon such determination, the Custodian shall be entitled to rely on such determination and shall accept the Rollover Contribution in the Account. The Custodian and the Program Sponsor or Plan's TPA shall at all times be able to identify and separately account for Rollover Contributions made into a Custodial Account. The Custodian shall have no duty or responsibility to inquire into the source of any assets transferred to it in a rollover nor to determine whether the transfer qualifies as a rollover under the Code.

4.8 Qualified Military Service Contributions. Notwithstanding any provisions to the contrary, the Custodian shall accept contributions that the Program Sponsor certifies are made in accordance with the requirements of Section 414(u) of the Code relating to special rights of employees returning from qualified military service.

4.9 Location of Evidence of Ownership. Except as permitted by applicable law, the Custodian will not maintain the indicia of ownership of any assets of the Custodial Account outside the jurisdiction of the district courts of the United States.

4.10 Unidentified Assets. If the Program Sponsor receives any money, securities or other property from a source other than the Participant or Employer and has not received appropriate notification that such assets are to be accepted for the Custodial Account, the Program Sponsor is authorized to either deposit such assets into the Default Investment if there is sufficient information to reasonably determine for whom the deposit was intended or return such assets to the person from whom they were received. Neither the Program Sponsor nor the Custodian will be liable for any assets returned in such circumstances.

4.11 Return of Amounts to the Participant or Employer. The Custodian will return Contributions to the Participant or Employer if the Program Sponsor, Employer or TPA provides an Instruction to the Custodian to do so. The Employer, as well as the Program Sponsor or other TPA for the Plan are solely responsible for ensuring that any Instruction to return any amount to the Participant or Employer meets all applicable legal requirements. The Custodian has no duty or responsibility to question, and may conclusively rely upon, any such Instruction.

4.1 Vesting. Contributions made to the Plan that are subject to forfeiture under a vesting schedule shall be accounted for separately from amounts that are fully vested and be treated as if they are held under a plan qualified under Code Section 401(a) or other applicable Code Section. Upon becoming nonforfeitable, such amounts shall no longer be separated and shall be considered as Contributions made pursuant to Code Section 403(b).

ARTICLE 5 - INVESTMENTS

5.1 Investment Control.

5.1.1 General. Each Contribution to the Custodial Account shall be directed by the Program Sponsor to the purchase of Mutual Fund shares in accordance with the applicable Investment Direction by the Participant for whom or by whom the Contribution is made. If a Participant fails to provide acceptable Investment Direction or if no Investment Direction is provided to Custodian, Contributions shall be deposited into the Default Investment under the Account, if any, and if no Default Investment has been designated, the Custodian may hold the Contribution uninvested until an acceptable Investment Direction is received. Investment of the Mutual Fund(s) shall be made in accordance with the current prospectus of the applicable Mutual Fund and subject to any limitations or restrictions contained therein. The investment of all assets in the Custodial Account must be made solely in "regulated investment companies" (within the meaning of Code Section 403(b)(7)) made available through the Custodian. All dividends, including capital gain dividends, paid by any Mutual Fund shall be reinvested in full and fractional shares of the Mutual Fund paying the dividend in the manner specified in the prospectus of that Mutual Fund, and such dividends shall be credited to the Account and allocated to the applicable Participant Accounts by the Program Sponsor or other TPA. The Participant may direct the Program Sponsor to redeem any or all of the Mutual Fund Shares allocated to his Participant Account and to invest the proceeds in any other Mutual Fund offered under the Custodial Account to be held in that Account, subject, however, to the applicable terms and conditions of the prospectus for each Mutual Fund involved.

5.1.2 Investment Directions. All Investment Directions and other Instructions must be delivered to the Custodian in such manner as the Custodian may reasonably require. If, for any reason, Mutual Fund Shares are not available for investment hereunder, the Custodian or Program Sponsor shall so advise the Participant. Until the Participant submits new written Investment Directions, any Contributions will be temporarily allocated to a Default Investment selected by the Program Sponsor, if any, or held uninvested until a new Investment Direction is received. A Participant's Contribution will be transferred out of the Default Investment upon receipt by the Custodian of a proper Investment Direction that may be implemented hereunder.

5.1.3 Investment Adviser. A Participant may appoint an investment adviser or personal financial consultant to direct the investment of all or a portion of the Account. Custodian shall follow the written instructions of such appointed adviser only upon delivery to the Custodian of Instructions from the Program Sponsor, confirming documentation establishing the appointment and adviser's acceptance of such appointment. The Custodian shall continue to follow the Instructions of the appointed adviser unless and until the Program Sponsor receives written notification from the Participant or Beneficiary that the appointment has been terminated and, in turn, provides such Instruction to the Custodian. The Program Sponsor and the Custodian shall have no duty other than to follow the written Instructions of the appointed adviser and shall be under no duty to question said Instructions. In addition, the Custodian shall pay any fees to the adviser upon receipt of a proper Instruction to do so. Neither Custodian nor the Program Sponsor shall be liable for any fees paid or investment losses sustained by a Participant's Account resulting from or related to Instructions provided by an appointed adviser.

5.2 Role of Custodian.

5.2.1 Processing Transactions. No investment transaction for the Custodial Account that is to be processed by the Custodian will be processed until the Custodian receives an Instruction in proper form. Investment transactions will be processed either as soon as administratively practicable thereafter or, if later, on the scheduled date for processing. The Custodian may rely conclusively on all Instructions given which the Custodian believes to be genuine. The Custodian's records of a transaction will be conclusive as to the content of any Instructions. Unless otherwise agreed, Instructions

shall generally be taken from the Program Sponsor. The Custodian may conclusively rely upon, and be indemnified by the Employer (if permitted under applicable law) and by the Program Sponsor when acting in good faith upon, any Instruction from the Program Sponsor or an authorized representative of the Employer, or any other notice, request, consent, certificate, or other instrument or paper believed by the Custodian to be genuine and properly executed, or any instrument or paper if the Custodian believes the signature thereon to be genuine.

The Custodian will have no responsibility to see that any Investment Directions comply with the terms of the Plan. However, if the Custodian receives any direction that appears to the Custodian in its sole judgment to be incomplete or unclear, the Custodian will not be required to act on such directions and may either hold uninvested any asset or deposit the proceeds of the transaction into the Default Investment under the Account without liability until proper directions are received. If Investment Directions are incomplete or unclear, the Custodian must notify the Program Sponsor within a reasonable period of time. In the absence of proper Investment Directions, the Custodian will not be liable for interest, market gains or losses on any cash balances maintained in the Custodial Account.

5.2.2 Legitimate Delay. The Custodian may delay the processing of any investment transaction due to a force majeure (cause or event outside the reasonable control of the parties or that could not be avoided by the exercise of due care, such as an act of God or any mechanical, electronic or communications failure), government or NSOC restrictions or changes, exchange, market or NSOC rulings, strikes, interruptions of communications or data processing services, or disruptions in orderly trading on any exchange or market.

5.2.3 Other Limitations. Except as may otherwise be required by applicable law, the Custodian will invest the Custodial Account as directed, and the Custodian will have no discretionary control over, nor any other discretion regarding, the investment or reinvestment of any asset of the Custodial Account. The Custodian has no duty or authority to provide investment advice with respect to the assets of the Custodial Account, monitor investment performance or the diversification of assets, question any Investment Direction the Custodian receives in proper form, or inquire into the authority or right of the provider of the Instruction to make any Investment Direction which the Custodian receives in proper form. The Custodian will not be liable for any loss of any kind which may result from any action taken by it in accordance with an Instruction it receives in proper form or from any action omitted because no such Instruction is received.

5.3 Nondiscretionary Investment Authority. Subject to applicable law and Section 5.4:

5.3.1 Employer hereby authorizes and directs the Custodian, in accordance with the provisions of this Agreement, to pay for securities and receive payment from securities or other investment transactions arising out of Instructions received by Custodian. The Employer understands and agrees that it is solely the responsibility of the Participants in the Plan to provide Instructions to execute trades or other investments for each Participant's interest in the Custodial Account, and all Instructions, directions, and/or confirmations received on behalf of a Participant shall be deemed to have been authorized by such Participant and by the Employer. The Employer agrees that the Custodian shall not supervise the investment of, or advise or make recommendations to the Participants with respect to the purchase, sale or other disposition of, any assets of the Fund.

5.3.2 The Custodian may invest any cash balances of the Fund in a demand account at any eligible financial institution, subject to the requirements of Code Sections 403(b)(1) and (7). The Custodian shall invest such funds as directed by the Participant or Program Sponsor. In the event that investment instructions are incomplete or otherwise unable to be executed, Custodian shall deposit affected funds in the Default Investment, if any, or held uninvested until a new Investment Direction is received. Once sufficient information

is provided to complete the investment instruction, Custodian shall follow the Instructions so provided. The Custodian or its affiliate will retain any earnings credited on any funds in the Account pending Investment Direction and pending distribution, as part of its compensation for services provided.

- 5.3.3** The Custodian is authorized to collect all investment earnings of any nature of the Fund, including interest, dividends, proceeds of the sale and other monies due and collectable that arise from the investment of the assets of the Fund (collectively, "Fund Income") and to credit such Fund Income to the Account.
- 5.3.4** The Custodian will act solely as agent for the Employer, subject to the Instructions of the Program Sponsor. The Custodian shall have no obligation to place orders for the purchase of securities if there are insufficient funds in the Account. The Employer and each Participant authorizes the Program Sponsor and Custodian to charge the Account for the cost of all securities purchased or received against a payment and to credit the Account with the proceeds received from the securities sold or delivered against payment. In the event of any trades not settled immediately upon placement, the Program Sponsor or the Custodian will have the right, without notice, to sell securities in a reasonably prudent fashion from the Fund sufficient to recover any funds advanced.
- 5.3.5** The Employer and the Program Sponsor authorize and instruct the Custodian to register all assets of the Fund in the name of the Custodian or of a nominee. Unless otherwise agreed to in writing by the parties, registered securities shall be held in the name of:

FPSTrust Company, LLC, 403(b)(7) Custodian
FBO: {Name of Plan or Employer}

- 5.3.6** All proxies received by the Custodian with respect to securities owned by the Fund and other reports to stockholders issued by any issuer will be forwarded to the Program Sponsor, who may, in its sole discretion, determine whether or not and how to vote such proxies. The Custodian shall have no responsibility to vote proxies or to deliver reports to the Participants or the Employer.
- 5.4 Investment Restrictions.** The Program Sponsor shall direct the Custodian to purchase or sell only securities that comply with the Custodian's and/or its affiliate's policies and procedures relating to acceptable securities, and that comply with all applicable rules, regulations, customs and uses of any exchange, market, clearinghouse or self-regulatory organization and applicable state and federal laws and regulations. The Custodian will hold only those categories of assets mutually agreed to between the Program Sponsor and the Custodian. Nothing in this Article shall be construed to impose investment discretion on the Custodian or its affiliates.

ARTICLE 6 – ADMINISTRATIVE MATTERS

- 6.1 Participant Account Records.** The Program Sponsor shall maintain such accurate and detailed records of the Participant Accounts, including all Contributions, the type of such Contributions, other receipts, investments, distributions, other disbursements and all other transactions in the Custodial Account on behalf of each Participant. The Program Sponsor shall provide a written confirmation to each Participant of each transaction in the Participant Account as required by applicable law. The Program Sponsor shall regularly furnish to the Custodian, on an agreed upon schedule and format, detailed statements of the Participant Accounts, showing Contributions, investment earnings, redemption or distributions made from each Participant Account for any reason, and any fees, benefits or withdrawals paid therefrom.

The Program Sponsor shall mail to each Participant, at least once during each quarter in the calendar year, a report of all transactions with respect to such Participant's Participant Account during the period since that covered by the previous report to the Participant with respect to his Participant Account, if any, and, if required by applicable law or requested by the Participant, a statement

showing the assets held in his Participant Account as of the end of the calendar year. Upon the expiration of sixty days after such report or statement is rendered, the Program Sponsor shall be forever released and discharged from all liability and accountability to anyone with respect to transactions shown in or reflected by such report or statement except with respect to any such acts or transaction as to which the Employer or the Participant shall have filed a written objection with the Program Sponsor within such sixty-day period.

- 6.2 Custodial Account Records.** The Custodian will keep accurate and detailed records and accounts of all receipts, investments, disbursements and other transactions as required by law with respect to the Custodial Account. All records, books and accounts relating to the Custodial Account will be open to inspection by the Program Sponsor, provided the Custodian is given reasonable advance written notice of such inspection. The Custodian may provide annual or interim accountings, valuations, or other reports concerning the assets of the Custodial Account subject to payment of all required additional fees for such reports. An accounting will be deemed to have been approved by the Employer, the Participants and the Program Sponsor unless any of them objects to the contents of an accounting within sixty (60) days of its mailing or electronic transmission by the Custodian. Any objections must set forth the specific grounds on which they are based. Upon approval or deemed approval of the accounting, the Custodian shall be forever released from any and all liability with respect to the Custodial Account.
- 6.3 Valuation of Assets.** The assets of the Custodial Account will be valued at the most recent fair market value.

ARTICLE 7 – COMPENSATION AND EXPENSES

Service providers, including the Custodian, the Program Sponsor and the TPA or other record keeper, if any, will be entitled to receive compensation for services provided hereunder. Information on such fees is provided to the Employer and the Participants as provided herein and the Employer and Participants agree to be bound thereby. The fee schedule may be revised from time to time upon at least ninety (90) days prior written notice, which may be provided electronically, to the Employer and the Participants for whom a Custodial Account is maintained. Any service provider may be compensated by deducting the fees from the Account on a periodic basis.

The Custodian shall be compensated for its services in accordance with the Custodian's applicable fee arrangement with the Program Sponsor, which arrangement may be revised from time to time. The Custodian will be entitled to reimbursement for all reasonable and necessary costs, expenses, and disbursements incurred by it in the performance of such services, including, without limitation, attorneys' fees. All fees, taxes and expenses charged to a Custodial Account may be collected by the Custodian from the amount of any Contribution, transfer, Exchange or dividend credited or to be credited to a Fund or by redeeming Mutual Fund shares credited to the Custodial Account. The Custodian or any affiliate may also retain any earnings credited on any funds in the Custodial Account pending Investment Direction and pending distribution ("float") as part of its compensation for services provided.

Fees, if any, and the manner of calculating such fees are disclosed in the Plan Custodial Account Disclosure Form which can be obtained by accessing your secure online account or by calling Client Account Services. Custodian will charge and withdraw from the Custodial Account the amount of its fees, as well as investment program related charges and expenses, loan and Hardship withdrawal expenses, allocable Custodial Account expenses and extraordinary expenses of the Custodian, including legal, auditing, and accounting expenses incurred in the administration of the Custodial Account. Custodian shall not, however, make any charge, in addition to its agreed fees, for any services by any of its officers or employees in the performance of its duties as Custodian hereunder. Expenses or charges of Custodian attributable to a particular Participant, including loan or withdrawal or distribution expenses and taxes assessed against a Custodial Account interest, shall be assessed against and satisfied from the Custodial Account and may be allocated by the Program Sponsor to the Participant Account of the Participant for whom such expenses were incurred.

The Custodian reserves the right to amend the Custodial fee at any time by giving the Employer ninety (90) days prior written notice. At the sole discretion of the Custodian, the Custodial fee may be reduced or eliminated. Sales charges, brokerage fees, certain Plan administrative fees and/or investment fees are considered to be noncustodial fees and are dependent on the investments selected by the Participants. Such charges, fees and expenses are in addition to the Custodial fee.

ARTICLE 8 – LOANS

8.1 General Rules. Loans to Participants are permitted unless otherwise restricted by the Plan. If permitted, the following rules, terms and conditions shall apply with respect to the loans to Participants from their Participant Accounts, unless modified by the Plan:

8.1.1 If permitted by Employer's Plan Document, Plan loans from a Participant's Account are available in accordance with Code Section 72(p) and regulations issued thereunder. Information on loan requirements and procedures are described in the Plan 403(b)(7) Custodial Account Loan Program available from the Program Sponsor. A copy of the Loan Program may be obtained by accessing your secured online account or by contacting the Client Account Services.

8.1.2 Loans must be adequately secured. Although it is the intention that loans to Participants shall be repaid, the collateral for each loan shall be the assignment of the value of the Participant's outstanding loan balance, evidenced by his promissory note for the amount of the loan (including interest), payable to the order of the Custodian, and such other security as the Custodian or Program Sponsor shall require.

8.1.3 In the event of default, foreclosure on the note and attachment of security will not occur until a distributable event as defined in Article 9 occurs under the Custodial Agreement. If a Participant defaults on a Plan loan, the Participant will not be permitted to have any additional Plan loans unless otherwise permitted by the terms of the Plan.

8.1.4 The Custodian shall not have any duty to determine whether a loan authorized to the Participant meets the requirements of this Section or any other requirements of the Code and shall not be liable to the Employer, the Program Sponsor or Participant for any failure of the loan to meet such requirements.

8.2 Loan Limits

8.2.1 No loan to any Participant can be made to the extent that such loan, when added to the outstanding balance of all other loans to the Participant, would exceed the lesser of a) or b):

a) \$50,000 less the excess (if any) of the highest outstanding loan balance during the 1-year period ending on the day before the date of the new loan, minus the outstanding loan balance on the date of the new loan, OR

b) the greater of 50% of the Participant's vested Account balance or \$10,000.

This limit shall apply in the aggregate to all custodial accounts or annuity contracts established under Code Section 403(b) by either the Participant or the Employer on behalf of the Participant. In applying this limit, all loans from all plans of the Employer and other members of a group of employers described in Code Sections 414(b), 414(c) and 414(m) are aggregated. An assignment (other than a qualified domestic relations court order) or pledge of any part of the Participant's interest in the Custodial Account shall be treated as a loan under this Section.

8.2.2 Additional restrictions on the availability of loans and repayment of loans, such as loan minimums or frequency limitations, if any, shall be as set forth in the Plan.

8.3 Repayment terms

8.3.1 Any loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than

quarterly, over a period not extending beyond five years from the date of the loan, unless such loan is used to acquire a dwelling unit which within a reasonable time will be used as the principal residence of the Participant.

8.3.2 Principal and interest paid by a Participant on a loan shall be credited to the Participant's loan account and invested as directed in the most recent Investment Direction on file, or, if no Investment Direction is available, in the Default Investment.

8.3.3 A Participant's required loan payments during a period of military service may be suspended.

ARTICLE 9 – DISTRIBUTIONS

9.1 Distributable Events. Except as provided in Section 9.2 or 9.5 of this Article, a Participant shall be entitled to distribution of assets in the Participant Account only after the occurrence of one of the following events, subject to any additional exceptions or limitations applicable under the Plan and applicable law:

The Participant attains age 59 ½;

The Participant has a severance from employment with the Employer;

The Participant's death,

The Disability of the Participant,

The existence of a Hardship,

The Employer terminates the Plan, or

If permitted under the Employer's Plan, a Participant who is on active duty performing qualified military service for a period of at least 30 days and who meets the requirements of Code Section 414(u) may elect to receive a distribution of the Participant's Employee Contributions as permitted under the Plan.

Notwithstanding the foregoing, Rollover Contributions may be distributed at any time without restriction. The Custodian may make distributions hereunder in accordance with Instructions from the Employer, the Program Sponsor or the TPA, if applicable, and may rely on such Instructions in making any distribution from the Custodial Account.

9.2 Methods and Timing of Distributions to a Participant. Distributions to a Participant from his Participant Account must commence by no later than the Participant's Required Beginning Date.

A Participant may elect to receive the distribution of assets from his Participant Account to which the Participant is entitled in accordance with Section 9.1 of this Article or which are required to be made as provided in the immediately preceding paragraph in any one or more or a combination of the following ways:

9.2.1 In a single lump sum payment; or

9.2.2 In multiple payments as determined by the Participant; or

9.2.3 In periodic monthly, quarterly, semi-annual or annual installments over a fixed period not exceeding the life expectancy of the Participant or the Participant's Beneficiary or the joint life and last survivor expectancy of the Participant and the Participant's Beneficiary.

Single payments and installments must be taken in cash.

When receiving installment payments under Section 9.2.3, above, the Participant may increase the amount of installments or receive a distribution of any part or all of the balance in his Participant Account at any time upon prior written notice to the Program Sponsor. The Participant may elect the method and form of distribution either before or after the occurrence of the event which permits payment to be made. The Program Sponsor will not provide distribution Instructions to Custodian for payment to a Participant, however, until receipt of written instructions from the Participant and/or the Employer or its TPA.

9.3 Distributions after the Participant's Death. If a Participant dies before distribution of the balance in his Participant Account has been completed, the remaining amount, as well as all assets subsequently credited to his Participant Account, if any, shall be distributed to the Participant's Beneficiary in the form, at the time and from among the methods prescribed in Section 9.2 of this Section as elected by the Beneficiary, subject to the following:

9.3.1 If distributions from the Participant Account commenced to the Participant but were not completed before the Participant's death, the remaining amount to be paid to the Participant's Beneficiary may continue to be in the form and over the period for which the distributions were being made to the Participant, but in any event must continue to be made at least as rapidly as under the method of distribution being used prior to the Participant's death .

9.3.2 If the Participant dies before distributions from his Participant Account to the Participant have commenced, distribution of the balance in the Participant Account must be completed by December 31 of the calendar year in which the fifth anniversary of the Participant's death occurs, except to the extent that an election is made by the designated Beneficiary involved to receive distributions in accordance with (a) or (b) below:

a. If any portion of the Participant Account is payable to a designated Beneficiary who is an individual, distributions may be made in a single sum or in periodic installments not greater than the life expectancy of the designated Beneficiary, with distributions to commence on or before December 31 of the calendar year immediately following the calendar year in which the Participant dies; or

b. If the designated Beneficiary is the Participant's surviving spouse, the date distributions are required to begin in accordance with subparagraph (a) immediately above shall not be earlier than the later of (i) December 31 of the calendar year immediately following the calendar year in which the Participant died, or (ii) December 31 of the calendar year in which the Participant would have attained age 70 ½ .

9.3.3 The Participant's Beneficiary must elect the method of distribution no later than the earlier of (i) December 31 of the calendar year in which distributions would be required to begin under this Section 9.3, or (ii) December 31 of the calendar year in which occurs the fifth anniversary of the date of death of the Participant . If the Participant's Beneficiary does not elect a method of distribution, distribution of the balance in the Participant Account must be completed by December 31 of the calendar year in which occurs the fifth anniversary of the Participant's death . For purposes of this Section 9.3.3 and Section 9.3.2 above, if the surviving spouse dies after the Participant, but before payments to such spouse begin, the provisions of Section 9.3.2 with the exception of (b) therein, and this Section 9.3.3 shall be applied as if the surviving spouse were the Participant .

For purposes of this Section 9, distributions with respect to a Participant are considered to begin on the Participant's Required Beginning Date (as defined in Section 9.2 or, if the Participant's surviving spouse dies after the Participant but before payments to such spouse begin, the date distribution would have been required to begin to the surviving spouse pursuant to Section 9.3.2) .

An election by a Beneficiary under this Section 9.3 is to be set forth in a written statement describing the distribution involved and the date on which the distribution is to be made or commence, which election shall be delivered to the Program Sponsor within such period of time prior to the date the distribution is to be made or commence as is acceptable to the Program Sponsor .

For purposes of this Section 9.3, any amount paid to a child of a Participant will be treated as if it had been paid to the Participant's surviving spouse if the amount becomes payable to such surviving spouse when the child reaches the age of majority .

After a Participant's death, and until the balance of the Participant Account to which a Beneficiary is entitled has been distributed, that Beneficiary shall be considered to be the Participant with respect to such balance for all purposes of this Custodial Agreement relating to investments as well as for purposes of Article 6 through 15 hereof, except as otherwise specifically indicated .

If a Beneficiary dies while receiving distributions from the Participant Account, the remaining payments shall be made to a successor Beneficiary designated by the Beneficiary who was receiving or entitled to receive such payments or, if none, to the estate of such Beneficiary; provided that the executor or administrator of the estate may elect, by proper written instructions given to the Program Sponsor, to receive the balance in the Participant Account in a single payment .

9.4 Beneficiaries. A Participant may designate in writing, on a form acceptable to and filed with the Employer or the Program Sponsor, one or more persons, including a trust, charitable organization, or other non-living entity or the Participant's estate, as a Beneficiary to whom amounts due from the Participant Account after the Participant's death shall be paid . If the Participant fails to make a proper designation, or if no person properly designated survives the Participant, the Participant's Beneficiary shall be determined under the terms of the Plan, or, if the Plan does not so provide, the Beneficiary shall be the Participant's surviving spouse or, if none, the Participant's children, if any, in equal shares per stirpes, or if none, the executor or personal representative of the estate of the Participant . No Beneficiary designation made under an annuity contract or some other custodial agreement shall be deemed to be valid under this Custodial Agreement, unless otherwise provided under the terms of the Plan . The Beneficiary Designation can be changed at any time by executing and returning to the Employer or the Program Sponsor a new Beneficiary Designation Form in accordance with the procedures of the Plan .

9.5 Hardship Distributions. A Participant who encounters financial Hardship shall be entitled to a distribution from his Participant Account in the form of a single payment of an amount not in excess of the Contributions made to the Participant Account pursuant to a Salary Reduction Agreement (but no earnings thereon) if not prohibited by the Plan or any applicable law or regulation . This amount will be distributed to the Participant upon receipt of written notice from the Participant of the reasons for the hardship and certification from the Employer or the TPA for the Plan that the requirements for a Hardship distribution under the Code have been met . The Employer or TPA will instruct the Custodian to make the Hardship distribution to the Participant . Custodian delegates to the Program Sponsor the requirement to notify Employer when the Hardship distribution is made and advise Employer to cease accepting Employee Contributions from the Participant for a period of six (6) months following the date of the Hardship distribution .

9.6 Domestic Relations Orders. Notwithstanding any other provision herein, Custodian may, at the direction of the Employer or the TPA for the Plan, authorize an immediate distribution to any Alternate Payee named under a "qualified domestic relations order" as defined in Code Section 414(p) .

9.7 Distribution of Excess Deferrals. Notwithstanding any provision of the Agreement to the contrary, the Employer or the TPA may direct the Custodian in writing to distribute "excess deferrals," as defined in Code Section 402(g)(2)(A) . If the Custodian receives timely written notification of the excess deferral, then the amount of such excess deferral, adjusted for any income or loss allocable thereto, shall be distributed to the Participant no later than the first April 15 following the close of the taxable year, in accordance with Code Section 402(g)(2)(A) and the regulations thereunder . The Custodian shall have no obligation to independently determine or effect distribution of any such amount .

9.8 Direct Rollovers. Notwithstanding any provision of the Agreement to the contrary that would otherwise limit a Distributee's election

under this section, a Distributee may elect, at the time and in the manner prescribed by this Custodial Agreement and the Plan, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The Employer and Program Sponsor may establish rules and procedures governing the processing of Direct Rollovers and limiting the amount or number of such Direct Rollovers in accordance with applicable Treasury Regulations. Distributions not transferred to an Eligible Retirement Plan in a Direct Rollover shall be subject to income tax withholding as provided under the Code and applicable state and local laws, if any.

9.8.1 Eligible Rollover Distribution. An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include any distribution that is one of a series of periodic payments (not less frequently than annually), made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); and any hardship distribution. Notwithstanding the foregoing, any portion of a distribution that consists of after-tax Contributions which are not includible in gross income may be transferred only to an individual retirement account or annuity described in Code Sections 408(a) or 408(b), or a qualified plan described in Code Sections 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution that is includible in gross income and the portion of such distribution which is not so includible.

9.8.2 Eligible Retirement Plan. An Eligible Retirement Plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), or an annuity or custodial account described in Code Section 403(b), and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, and which accepts the Distributee's Eligible Rollover Distribution. This definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a QDRO, as defined in Code Section 414(p). If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth account (as defined in Code Section 402A), an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account and a Roth IRA. In the case of a non-spouse Beneficiary, a Direct Rollover may be made only to an individual retirement account or annuity described in Code Section 408(a) or 408(b) ("IRA") that is established on behalf of the designated Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(1).

9.8.3 Distributee. A Distributee includes an Employee, or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or other designated non-spouse Beneficiary, as well as the Employee's or former Employee's former spouse who is an Alternate Payee under a qualified domestic relations order, as defined in Code Section 414(p), are Distributees with regard to the interest of the spouse or former spouse or non-spouse designated Beneficiary.

9.8.4 Direct Rollover. A Direct Rollover is a payment by the Plan to an Eligible Retirement Plan specified by the Distributee.

9.9 Purchase of Service Transfers. If permitted under the Plan, a Participant or Beneficiary may transfer all or any portion of his Participant Account directly to the trustee of a defined benefit pension plan sponsored by a governmental employer in which a Participant is or was a participant. A transfer under this Section may

only be made in accordance with Section 403(b)(13) of the Code and any applicable guidance provided thereunder by the Internal Revenue Service.

9.10 Other Distribution Provisions. If a distribution is payable from a Participant Account to a person with a legal disability or to a minor, the Program Sponsor may send Instructions to the Custodian to pay the amount involved to the legal guardian of the individual or, if none, to an individual who is permitted to receive such a payment by the laws of the State in which the disabled individual or minor lives. Such payment shall fully discharge the Custodian and the Program Sponsor from further liability on account thereof.

9.11 Responsibility for Compliance with Distribution Requirements. The Employer or TPA shall be responsible for insuring that distributions meet the requirements of this Article 9 based on information supplied by the Employer and/or the Participant, upon which each is entitled to rely. The Custodian shall be entitled to rely on directions from the Employer, the Plan TPA and the Program Sponsor as to all distributions and shall have no responsibility or obligation to independently determine when or what amount should or must be distributed at any time.

9.12 Documents Necessary for Distribution. Before instructing the Custodian to make a distribution from any Participant Account, the Employer, the TPA and the Program Sponsor shall receive any and all applications, certificates, tax waivers, signature guarantees, and other documents (including proof of legal representative's authority) that any of them may deem necessary or appropriate.

9.13 Small Account Balances. Distribution requests less than \$5,000 will be made in the form of a lump sum payment to the Participant. If distribution requests for amounts less than \$5,000 are submitted requesting periodic payments, the Employer or TPA has the right to send Instructions to the Custodian to process the distribution as a lump sum without the consent of the Participant or Beneficiary.

ARTICLE 10 – AMENDMENT AND ASSIGNMENT

This Agreement may be amended by the Custodian or Program Sponsor with the consent of the Custodian, provided notice of such amendment is sent to the Employer at least thirty (30) days prior to the effective date of any such amendment. The Program Sponsor reserves the right, with the consent of the Custodian, to amend any or all provisions of this Custodial Account at any time without obtaining the Employer's approval or consent. The Employer for whom an Account is maintained, delegates to the Program Sponsor the power to amend all or any part of this Custodial Agreement on its behalf, including retroactive amendments, and each such person or entity shall be deemed to have consented to any amendment made by the Program Sponsor and Custodian provided that notice of such amendment shall be given to the Employer. Any such amendment shall be effective as specified therein. Notice to the Employer may be given through the U.S. Mail or through electronic means and shall be considered in effect when mailed or electronically transmitted by the Program Sponsor or Custodian to the last known contact address of the intended recipient as shown on the records of the Custodian or the Program Sponsor. Each Participant may also be provided notice of any amendments to this agreement in the same manner.

No amendment of this Custodial Agreement or the Plan Document shall be effective if it would cause or permit (i) any of the assets held in the Custodial Account to be diverted to any purpose other than for the exclusive benefit of the Participant or the Participants' Beneficiaries, as applicable, or to revert to or become the property of the Employer, (ii) a Participant or the Participant's Beneficiary to be deprived of any benefit to which such Participant or Beneficiary was entitled under the Plan and this Custodial Agreement prior to the amendment, unless the amendment is necessary to conform to, or satisfy the conditions of, any law, governmental regulation or ruling, or to permit the Custodial Account to meet the requirements of the Code or other applicable law, or (iii) the rights, duties, responsibilities, obligations or liabilities of the Custodian or the Program Sponsor to be affected without the written consent of the Custodian or the Program Sponsor, as applicable.

Notwithstanding the foregoing, service providers, including the Custodian, the TPA or the record keeper, if any, may revise their fee schedule provided under Article 7, which revision shall not be considered an amendment of this Custodial Agreement. Neither shall a change by a Participant of an Investment Direction or a revocation or change of a Beneficiary designation be considered an amendment to this Custodial Agreement.

ARTICLE 11 – RESIGNATION OR REMOVAL OF THE CUSTODIAN OR THE PROGRAM SPONSOR

11.1 Custodian's Right to Resign. The Custodian may resign with respect to this Custodial Account by giving thirty (30) days written notice to the Program Sponsor. The Custodian may designate a qualified successor custodian in its notice of resignation. If no new custodian is appointed by the end of the thirty (30) day notification period, the Program Sponsor shall appoint a new custodian within the next thirty (30) days. The party entitled to the notice may waive the notice period.

11.2 Program Sponsor's Right of Removal and Appointment of Successor Custodian. The Program Sponsor has the right to remove the Custodian upon ninety (90) days prior written notice to the Custodian and thirty (30) days written notice to the Employer. The Program Sponsor may appoint a successor custodian of the Custodial Account at any time by giving at least thirty (30) days written notice to the Employer and shall designate a qualified successor custodian. The party entitled to the notice may waive the notice period.

11.3 Successor Custodian. Upon the resignation or removal of the Custodian, the Employer shall either accept the Custodian's or Program Sponsor's appointment of a successor or appoint a successor custodian. An Employer's failure to appoint a successor custodian, on or before the effective date of such resignation or removal and appointment, will constitute the Employer's consent to the successor appointed by the Custodian or Program Sponsor. If, within sixty (60) days after the Custodian's resignation or receipt by it of notice of the Custodian's removal, no person or organization has accepted appointment as successor custodian of the Custodial Accounts involved, the Custodian may appoint such successor custodian itself or apply to a court of competent jurisdiction for the appointment of a successor custodian.

The appointment of the successor custodian will become effective at the time the Custodian ceases to act. The Custodian shall promptly transfer all records pertaining to the Account, provided that any successor custodian shall agree not to dispose of any such records without the Custodian's consent. The Custodian shall not be liable for the acts or omissions of such successor whether or not it makes such appointment. The successor will have all rights, powers, privileges, liabilities and duties of the Custodian.

The Custodian will assign, transfer and deliver all assets and liabilities held in the Custodial Account, in kind, directly to the successor custodian on the effective date of the resignation or as soon thereafter as practicable. The Custodian is authorized, however, to reserve such Funds as it deems advisable to provide for the payment of expenses, fees, taxes and other liabilities under this Custodial Agreement, and for the payment of all liabilities constituting a charge on or against the assets of any Custodial Account or on or against the Custodian, and where necessary may liquidate such reserved assets. Any balance of such reserve remaining after the payment of all such items shall be paid over to the successor. The successor custodian shall hold the assets paid over to it under the terms of this Custodial Agreement.

ARTICLE 12 - TERMINATION OR TRANSFERS

12.1 Discontinuance of Contributions. The complete discontinuance of Contributions to a Participant Account shall not cause that Participant Account to terminate except as defined in Section 12.4. Termination of a Participant Account shall be effected by a distribution of all assets in the Participant Account to the Participant

or, after the Participant's death, to the Participant's Beneficiary, at the direction of the Participant or Beneficiary, as the case may be, or in the absence of such direction, as determined by the Program Sponsor, subject, however to the Custodian's right to reserve Funds in the same manner as provided for in Article 11.

12.2 Disqualification. If the Program Sponsor receives written notice that the Internal Revenue Service has determined that the Custodial Account or the Plan fails to meet the requirements of Code Section 403(b)(7) by reason of some inadequacy not capable of being corrected by a retroactive amendment, the Program Sponsor shall terminate the Custodial Account by distributing the assets thereof to the Participants.

12.3 Termination of Accounts. Upon termination of the Account in any manner provided for in this Section, this Custodial Agreement shall be considered to be rescinded and of no force and effect and the Custodian and the Program Sponsor shall be relieved from all further liability with respect to this Custodial Agreement, any Participant Account, and all assets thereof so distributed.

12.4 Transfers and Exchanges. The Participant may direct the transfer or Exchange of the assets of the Participant Account at any time permitted under the terms of the Plan to another account or annuity established for the Participant pursuant to Code Section 403(b) upon written instructions to the Program Sponsor in such form as the Program Sponsor may require, subject, however, to the Custodian's right to reserve Funds in the same manner provided for in Article 11.

ARTICLE 13 - INDEMNIFICATION

The Employer, to the extent permitted by applicable law, and the Program Sponsor hereby agree to indemnify, defend and hold the Custodian and its affiliates, and their respective directors, managers, officers, employees, agents and other representatives harmless from any losses, costs, expenses, fees, liabilities, damages, claims, suits or actions and appeals thereof resulting from their reliance upon any certificate, notice, confirmation, or Instruction purporting to have been delivered by the Program Sponsor or the Participant. The Employer and each Plan Participant waive any and all claims of any nature any of them now has or may have against the Custodian and its affiliates, and their respective directors, managers, officers, employees, agents and other representatives, which arise, directly or indirectly, from any action that the Custodian takes in good faith in accordance with any certificate, notice, confirmation, or Instruction from the Program Sponsor. The Employer (to the extent permitted by applicable law), the Plan Participants and the Program Sponsor also hereby agree to indemnify, defend and hold the Custodian and any parent, subsidiary, related corporation, or affiliates of the Custodian, including their respective directors, managers, officers, employees and agents, harmless from and against any and all loss, costs, damages, liability, expenses or claims of any nature whatsoever, including but not limited to legal expenses, court costs, legal fees, and costs of investigation, including appeals thereof, arising, directly or indirectly, out of any loss or diminution of the Fund resulting from changes in the market value of the Fund assets; reliance, or action taken in reliance, on Instructions from the Employer, any Participant or the Program Sponsor; any exercise or failure to exercise Investment Direction authority by any Participant or by the Program Sponsor; the Custodian's refusal on advice of counsel to act in accordance with any Investment Direction by the Employer, a Participant or the Program Sponsor; any other act or failure to act by the Employer, a Participant or the Program Sponsor; any prohibited transaction or plan disqualification of a Plan due to any actions taken or not taken by the Custodian in reliance on Instructions from the Employer, a Participant or the Program Sponsor; or any other act the Custodian takes in good faith hereunder that arises under this Agreement or the administration of the Fund.

The Custodian shall not be liable to the Employer, to any Participant or to the Program Sponsor for any act, omission, or determination made in connection with this Agreement except for its gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Custodian shall not be liable for any losses arising from its compliance with Instructions

from the Employer, any Participant or the Program Sponsor; or executing, failing to execute, failing to timely execute or for any mistake in the execution of any Instructions, unless such action or inaction is by reason of the gross negligence or willful misconduct of the Custodian. The provisions of this Article shall survive the termination, amendment, or expiration of this Agreement.

The Custodian shall not be under any obligation to defend any legal action or engage in any legal proceedings with respect to the Custodial Account or with respect to any property held in the Fund. Whenever the Custodian deems it reasonably necessary, the Custodian is authorized to consult with its counsel in reference to the Custodial Account and to retain counsel and appear in any action, suit, or proceedings affecting the Custodial Account or any of the assets of the Fund. All legal fees, costs, and expenses so incurred shall be paid for by the Program Sponsor or in the absence of payment charged against the Custodial Account. The Custodian may retain legal counsel whenever in the Custodian's judgment it is necessary or advisable to do so in connection with the discharge of the Custodian's duties, and the fees and expenses of such counsel will be paid by the Program Sponsor, or in the absence of payment, shall be charged against the Account.

The provisions of this Article shall survive the termination, amendment or expiration of this Agreement.

ARTICLE 14 - REQUIREMENTS OF TITLE I OF ERISA

This Agreement is not intended to satisfy the requirements of ERISA and is only offered to Plans sponsored by governmental organizations that are exempt therefrom. If this Agreement is issued under a Plan sponsored by an Employer that is subject to ERISA, upon such notification, all assets will be removed from the Custodial Account as soon as administratively practicable and transferred to an alternative funding vehicle designated by the Employer. The Employer shall be responsible to designate such alternative funding vehicle within no more than 60 days after the determination that ERISA applies to the Custodial Account. Neither the Custodian nor the Program Sponsor shall be responsible or liable for any failures arising due to the ERISA status of a Plan.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

- 15.1 No Diversion of Assets and Nonforfeiture.** At no time shall it be possible for any part of the assets of the Custodial Account to be used for or diverted to purpose other than for the exclusive benefit of the Plan Participants and their Beneficiaries, as applicable, or for the payment of expenses and other amounts as specifically provided in this Custodial Agreement. The interest of each Participant in his Participant Account shall be nonforfeitable at all times except as may otherwise be provided under the Plan and applicable law.
- 15.2 Notices.** Any notice from the Program Sponsor or the Custodian to the Employer or to any Plan Participant provided for in this Custodial Agreement shall be effective on the second day after the day mailed if sent by first-class mail to the last address maintained for such on the Program Sponsor's records.
- 15.3 Notices from Employee.** Each Employee agrees to notify the Employer, the Program Sponsor and the TPA, if any, in writing of any change in Employee's or a designated Beneficiary's name, address, e-mail contact information or Social Security Number.
- 15.4 Further Agreements.** The parties to, and all persons claiming any interest whatsoever under this Agreement agree to perform any and all acts and to execute any and all documents and papers that may be necessary to carry out this Agreement or any of its provisions.
- 15.5 Binding on Successors.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of all parties to the Agreement.
- 15.6 Nonassignability of Benefits and Assets.** The benefits provided herein and the assets of the Custodial Account shall not be subject, whether voluntarily or involuntarily, to alienation, assignment, legal process, garnishment, attachment, execution or levy of any

kind (other than with regard to the payment of the Custodian and the Program Sponsor's fees and expenses as authorized by this Custodial Agreement), and any attempt to cause such assets to be so subjected shall not be recognized except to the extent as may be required by law or as provided herein. Neither the foregoing nor any provision of this Custodial Agreement, however, shall restrict compliance with a court order determined to be a Qualified Domestic Relations Order. If the Program Sponsor so determines, the amount payable with respect to such an order shall immediately be distributed in a single sum to the "alternate payee" (as defined in Code Section 414(p)).

- 15.7 Qualification and Compliance.** This Custodial is established with the intent that it shall qualify under Code Section 403(b)(7). All terms and provisions hereof shall be interpreted, whenever possible, so as to comply with that Code Section.
- 15.8 Governing Law.** This Custodial Agreement shall be construed, interpreted, administered and enforced according to the laws of the State of Colorado to the extent not pre-empted by Federal law. All Contributions to, and payments from, the Account shall be deemed to take place in the State of Colorado. All controversies, disputes, and claims arising under this Agreement and not otherwise resolved will be submitted to the United States District Court for the district where the Custodian has its principal place of business, and by executing this Agreement, each party hereto consents to that court's exercise of personal jurisdiction over them.
- 15.9 Limitation on Claims.** No claim may be made by any Participant, the Employer or the Program Sponsor against the Custodian for any lost profits or any special, indirect or consequential damages in respect of any breach or wrongful conduct in any way related to this Agreement.
- 15.10 Arbitration.** The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. The parties agree that any misunderstandings, controversies or disputes arising from this Agreement shall be decided by binding arbitration which shall be conducted, upon request by either party, in Denver, Colorado, before three (3) arbitrators designated by the American Arbitration Association (the "AAA"), in accordance with the terms of the Commercial Arbitration Rules of the AAA, and, to the maximum extent applicable, the United States Arbitration Act (Title 9 of the United States Code). The decision of the majority of the arbitrators shall be binding and conclusive upon the parties. Notwithstanding anything herein to the contrary, either party may proceed to a court of competent jurisdiction to obtain equitable relief at any time, other than to stay arbitration. Further, any such court proceeding shall only be brought in the federal district court in Denver, Colorado. The arbitration panel shall have no authority to award special, indirect, consequential, punitive or other damages not measured by the prevailing party's actual damages. To the maximum extent practicable, an arbitration proceeding under this Agreement shall be concluded within one hundred eighty (180) days of the filing of the dispute with the AAA. The provisions of this arbitration clause shall survive any termination, amendment or expiration of the Agreement and if any term, covenant, condition or provision of this arbitration clause is found to be unlawful or invalid or unenforceable, the remaining parts of the arbitration clause shall not be affected thereby and shall remain fully enforceable. Judgment on any award rendered by the arbitration panel may be entered in any court having competent jurisdiction. The parties shall each pay one-half of the forum and arbitrators' fees. The prevailing party in the arbitration, or any court proceeding, shall be entitled to its reasonable attorney's fees and expenses from the non-prevailing party.
- 15.11 Inconsistencies with Plan Provisions.** The terms of this Custodial Agreement shall establish the agreement between Custodian, the Employer, each Plan Participant and the Program Sponsor and shall apply to any transaction occurring hereunder unless such terms are clearly inconsistent with the terms of Employer's Plan document(s).

In that event, only those provisions under this Agreement that are required for conformity are deemed modified and then only to the extent necessary to conform to the terms of Employer's Plan .

15.12 USA Patriot Act Notification. The following notification is provided to the Employer and its Plan Participants pursuant to Section 326 of the USA Patriot Act of 2001, 31 USC Section 5318:

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT .To help the government fight the funding of terrorism and money-laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an Account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product . What this means for you: When you open an Account, the Custodian or the Program Sponsor may ask for information that will allow them to verify your identity .If you are an individual, this may include your name, social security number, residential address, and date of birth . The Custodian or the Program Sponsor may also ask to see a copy of your driver's license or other identifying documents .If you are not an individual, The Custodian or the Program Sponsor will ask for your name, taxpayer identification number, business address, and other information that will allow the Custodian or the Program Sponsor to confirm your identity .The Custodian or the Program Sponsor may also ask to see your legal organizational documents or other identifying documents .