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Custodial Account Agreement

457(b)

Kades-Margolis Capital, LLC

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MG Trust Company, LLC 457(b) Custodial Account Agreement (With Governmental Employer)

AGREEMENT

This Custodial Account Agreement ("Agreement") is entered into by the Employer, the Participant and MG Trust Company, LLC, ("Custodian") effective the date of the Account Application.

The Program Sponsor has agreed to establish a Custodial Account on behalf of the Employer and its Plan with MG Trust Company, LLC, a trust company under the laws of the State of Colorado. The Custodian has no investment discretion and provides no investment advice with respect to the Custodial Account. The Employer, by adopting or continuing the Plan, and the Plan Participant, by signing a Participant enrollment form or agreement and continuing to direct Contributions to the Plan, thereby consent to the terms and provisions of this Custodial Agreement, and, if applicable, to the replacement in its entirety of any prior Custodial Account or Custodial Agreement established under the Plan with this Custodial Agreement. The Employer and the Plan Participant also acknowledge the authority of the Program Sponsor to designate and change, from time to time, the Custodian under the Plan, with notice to the Participant as provided herein. **This Custodial Agreement 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 by reason of the Employer's status as a governmental entity.**

ARTICLE 1 – DEFINITIONS

1.1 Account or Custodial Account.

"Account" or "Custodial Account" means the account established pursuant to Article 2 for each Participant in the Plan, or for each Beneficiary of a deceased Participant.

1.2 Agreement.

"Agreement" means this MG Trust Company, LLC Custodial Account Agreement.

1.3 Code.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

1.4 Contributions.

"Contributions" means the sum of all Contributions hereunder made to a Participant's Account by or for the benefit of the Participant, including any "Rollover Contributions" (a Contribution of an eligible rollover distribution made by a Participant from another eligible deferred compensation plan under Code Section 457(b) sponsored by a governmental employer within the meaning of Code Section 457(e)(1)(a)) and "Transfer Contributions" (a transfer directly to the Plan from another governmental employer's 457(b) deferred compensation plan) permitted under the Plan.

1.5 Custodian.

"Custodian" means MG Trust Company, LLC and any successors and assigns.

1.6 Employer.

"Employer" means the governmental employer (within the meaning of Code Section 457(e)(1)(a)) that is the sponsor of the Plan under which this Agreement is established, and any successor thereto.

1.7 ERISA.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time. The Plan is a Code Section 457(b) plan established and maintained by a governmental employer and, therefore, is exempt from ERISA.

1.8 Force Majeure.

"Force Majeure" means a 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.

1.9 Fund.

"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.

1.10 Instruction.

An "Instruction" to the Custodian is any oral, written or electronic direction given 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.

1.11 Investment Manager.

"Investment Manager" means any Person who has been appointed in accordance with Section 5.1.1 to manage the investment of all or any specified portion of the Custodial Account.

1.12 Participant.

"Participant" means an eligible employee of the Employer who has executed a participation agreement under the Plan and has not become ineligible for any reason, or any other employee of the Employer for whom the Employer has made a direct Contribution to the Plan.

1.13 Person.

"Person" means an individual, committee of individuals, partnership, limited liability partnership, joint venture, corporation, limited liability corporation, mutual company, joint-stock company, non-profit or not-for-profit organization, trust, estate, unincorporated organization, association or employee organization.

1.14 Plan.

"Plan" means the non-qualified deferred compensation plan that is maintained by the Employer, is subject to the requirements of Code Section 457(b) and the Treasury 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.

1.15 Program Sponsor.

"Program Sponsor" means Kades-Margolis Capital, LLC, a corporation organized as a Delaware Limited Liability Company, and any successor thereto, including by merger or acquisition that makes accounts available to qualifying Employers and their employees. The Program Sponsor is authorized by the Employer to establish and maintain the Custodial Account in the Participant's name, accept Contributions, make or direct the making of payments or distributions to the Participant or his or her beneficiaries, and prepare and mail to the Participant periodic account statements.

ARTICLE 2 - ESTABLISHMENT OF CUSTODIAL ACCOUNT

The Program Sponsor, on behalf of and duly authorized by the Participant, hereby requests that the Custodian establish a Custodial Account for and in the name of the Plan for the Participant, and represents that all necessary action has been taken for such appointment and that this Agreement constitutes a legal, valid, and binding obligation of the Participant and, to the extent applicable, of the Employer. The Custodian shall not be obligated to provide detailed accounting for the Account or for any individual investment option, such as with respect to Contributions, distributions, loan activity, and rollovers, and the Participant agrees to look solely to the Program Sponsor or other record keeper that the Program Sponsor or the Employer has retained for all such detailed information. It is the intent of the parties hereto that this Agreement shall, to the extent required and permitted under Sections 457(g) and 401(f) of the Code, be treated as a trust for the exclusive benefit of Plan Participants and their beneficiaries.

ARTICLE 3 - APPOINTMENT, ACCEPTANCE AND ROLE OF CUSTODIAN

3.1 Appointment; Acceptance.

The Custodian, in consideration of the deposit by the Program Sponsor of funds into the Account, and other valuable consideration, hereby agrees to act as custodian of the Account on the terms and conditions of this Agreement. The Employer, the Participant 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 Account.

3.2 Role.

The Custodian, as agent of the Participant, 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 Participant.

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 or 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 "plan administrator" as defined under ERISA, or cause it 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 Program Sponsor and the Employer represent and warrant to the Custodian that the Plan shall be maintained by the Employer in writing and in compliance with Code Section 457(b) and the Treasury Regulations issued under Code Section 457(b).

3.3 Direction to the Custodian.

Except as provided herein, the Program Sponsor shall provide direction to the Custodian on behalf of the Participant and the Employer, as needed and applicable. 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.

Participant hereby designates and authorizes the Program Sponsor to provide Instructions to the Custodian on behalf of the Participant, including to place orders for the purchase and sale of securities, and authorizes the Custodian to disburse funds on behalf of the Employer or Participant upon Instruction from the Program Sponsor, the Employer or a TPA. The Participant hereby also authorizes and directs 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

Participant agrees that the Custodian may rely on Instructions from 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;

3.4.2

Participant is solely responsible for managing the investment of the Account and for the direction and supervision of the Program Sponsor. All Instructions, directions, and/or confirmations received by the Custodian from the Program Sponsor shall be deemed to have been authorized by the Participant; and

3.4.3

Participant agrees that the Program Sponsor and its agents, as well as the agents of the Employer, including any Plan 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's Account 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 designate the investment options eligible for purchase by Custodial Accounts, receive and remit to Custodian all Contribution amounts from 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 investments, following Participant investment directions and liquidating any investments. 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.

Participant agrees that the Custodian may execute, as custodian, any declarations or certificates pertaining to the Account that may be required under any tax law(s) or governmental regulation(s) now or hereafter without prior approval of the Employer, and may withhold from any distribution to a Plan Participant or beneficiary, made at the direction of the Program Sponsor, all income taxes required by law to be withheld, and pay such withheld amounts to the appropriate taxing authorities. The Employer, the Participant 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 and the Participant authorize the Custodian, the program Sponsor, and their agents to provide any requested information concerning the Participant's Account and to cooperate with any governmental agency in connection with its audit or examination of the Plan.

ARTICLE 4 - CONTRIBUTIONS AND TRANSFERS

4.1 Contributions.

The Employer and Participants may make Contributions to the Account consistent with the Plan, Code Section 457(b), and applicable state and/or local law, including, but not limited to, Contributions on behalf of a Participant in accordance with a salary reduction agreement between such Participant and his or her employer, Rollover Contributions and Transfer Contributions. Annual Contributions (other than Rollover Contributions and Transfer Contributions) to the Account for a Participant may not exceed the maximum deferral limitations, including the percentage limitation and the dollar limit, as set forth in Code Section 457(b) and the Treasury Regulations issued thereunder. The determination that such limits are not exceeded shall be the responsibility of the Employer, the TPA or the Program Sponsor and the Custodian shall have no responsibility for determining the correctness of any Contribution.

4.2 Receipt of Assets.

Subject to restrictions mutually acceptable to the Program Sponsor and the Custodian on the categories of assets, and subject to the restrictions stated in Section 5.4, the Custodian will receive and accept for the Custodial Account all money, securities and other property transferred, assigned and delivered to it from any source by or at the direction of the Program Sponsor. The Custodian has no duty to inquire into the source of any assets transferred to it or the right of the transferor of such assets to transfer them to the Custodian. Each Contribution shall be in a form acceptable to the Custodian. If a Custodial 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.

4.3 Role of Custodian with Respect to Assets.

The Custodian will maintain safe custody of such money, securities and other property as it actually receives for the Custodial Account. The Custodian has no duty or authority to require any Contributions or transfers to be made under the Plan to the Custodian, compute any amount to be contributed or transferred 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 any applicable law. The Custodian will not be responsible for any transferred asset until it receives such asset.

4.4 Location of Evidence of Ownership.

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.

4.5 Unidentified Assets.

If the Custodian or the Program Sponsor receives any money, securities or other property from a source other than the Employer and has not received appropriate notification that such assets are to be accepted for the Custodial Account, the Custodian and the Program Sponsor are authorized to return such assets to the Person from whom they were received. Neither the Custodian nor the Program Sponsor will be liable for any assets returned in such circumstances.

4.6 Return of Amounts to the Participant or the Employer.

The Custodian will return Contributions to the Participant or the 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 TPA for the Plan are solely responsible for ensuring that any Instruction to return any amount to the Participant or the Employer meets all applicable legal requirements. The Custodian has no duty or responsibility to question, and may conclusively rely upon, any such Instruction.

ARTICLE 5 - INVESTMENTS

5.1 Investment Control.

5.1.1 General.

The Program Sponsor will control and manage the investment of the Custodial Account except insofar as the Plan permits Participants and beneficiaries to control the investment of Custodial Account assets attributable to their own accounts, delegates investment authority over part or all of the Custodial Account assets to one or more Investment Managers, or delegates investment authority over part or all of the Custodial Account assets to the Program Sponsor. The Participant grants to the Custodian all powers reasonably necessary to carry out its investment and other duties under this Agreement, and agrees to furnish the Custodian with such information and Instructions as may be necessary to carry out the provisions of this Agreement and to enable the Custodian to fulfill all legal and regulatory reporting requirements.

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, a selected investment is not available for investment hereunder, the Custodian or Program Sponsor shall so advise the Participant. Until the

Participant submits new written investment direction, any Contributions will be temporarily allocated to a default fund selected by the Program Sponsor. A Participant's Contribution will be transferred out of the default fund 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. The 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 at the direction of the Program Sponsor will be processed until the Custodian receives the 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 by the Program Sponsor which the Custodian believes to be genuine. The Custodian's records of a transaction will be conclusive as the content of any Instructions. Unless otherwise agreed, Instructions shall generally be taken from the Program Sponsor. Upon application by the Participant, on a form acceptable to the Custodian and upon approval by the Custodian, the Custodian will accept non-written Instructions from the Participant or Program Sponsor subject to immediate confirmation of such Instructions by email or in writing by the Program Sponsor.

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 from the Participant or the Program Sponsor 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 hold uninvested any asset without liability until proper directions are received from the Participant or the Program Sponsor. If investment directions are incomplete or unclear, the Custodian must notify the Participant or 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, government or NSCC restrictions or changes, exchange, market or NSCC rulings, strikes, interruptions of communications or data processing services, or disruptions in orderly trading on any exchange or market.

5.2.3 Other Limitations.

The Custodian will invest the Custodial Account as directed by the Program Sponsor, 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 Program Sponsor 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.

5.3.1

Participant 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 the Instruction of the Program Sponsor. Participant understands that it is solely the Participant's responsibility to direct the Program Sponsor to execute trades or other investments for the Account, and all Instructions, directions, and/or confirmations received from the Program Sponsor shall be deemed to have been authorized by Participant. Participant agrees that the Custodian shall not supervise the investment of, or advise or make recommendations to the Participant 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 Matrix Capital Bank or other like institution. The Custodian shall not be obligated to invest such funds in any interest-bearing account. 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 Participant, 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. Participant authorizes the 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 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

Participant authorizes and instructs 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:

**MG Trust Company, LLC, Custodian
For Kades-Margolis Capital, LLC
FBO: [Name of Participant]**

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 Participant 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. The Program Sponsor may add or remove types, categories, or classes of assets or investments only with the consent of the Custodian. Further, the Program Sponsor may limit the available investment options under its investment programs, and may impose separate limitations for different Accounts or for terminated Participants. Nothing in this Article shall be construed to impose investment discretion on the Custodian or its affiliates.

ARTICLE 6 - ADMINISTRATIVE MATTERS

6.1 Records; Inspection and Audit.

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 by the Program Sponsor.

6.2 Accounting.

On direction of the Program Sponsor, and if agreed to in writing by the Custodian, 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. The Custodian will also furnish the Program Sponsor with such other information as the Custodian possesses and which is necessary for the Program Sponsor to comply with any applicable reporting requirements. An accounting will be deemed to have been approved by the Employer, the Participant and 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 Account.

6.3 Valuation of Assets.

The assets of the Custodial Account will be valued at the most recent fair market value.

6.3.1 Assets Managed by Investment Manager or Named Fiduciary.

With respect to the portion of the Custodial Account that is invested by an Investment Manager or other named fiduciary, if any, the Custodian may conclusively rely upon the value of any securities or other property in that portion of the Custodial Account as reported to the Custodian by the Investment Manager or other named fiduciary, for all purposes under this Agreement.

6.3.2 Other Assets.

With respect to the assets in any portion of the Custodial Account that are not managed by an Investment Manager or named fiduciary, if any, or any assets for which an Investment Manager or named fiduciary, if any, refuses or fails to provide valuation information, if the fair market value can be determined by reference to readily available sources, then the Custodian will be responsible for determining the fair market value of those assets. For those assets whose value cannot be determined by reference to a readily available source, the Custodian will identify those assets for the Program Sponsor and the Program Sponsor will direct the Custodian as to the fair market value of those assets. Should the Program Sponsor in its sole discretion determine that an independent appraisal of some or all of such assets is necessary, the Program Sponsor will be responsible for hiring a qualified independent appraiser, providing all necessary information to the appraiser, reviewing the report of the appraiser, and reporting the appraised value to the Custodian.

6.4 Record Retention.

The Custodian will retain its records relating to the Custodial Account as long as necessary for the proper administration of the Custodial Account and at least for any period required by applicable law. Writing, photostating, photographing, micro-filming, magnetic media, mechanical or electrical recording, or other forms of data retention will be acceptable means of record retention.

6.5 No Responsibility for Participant-Level Record-keeping or Communications to Participants.

Unless otherwise agreed in a separate written agreement between the Program Sponsor and the Custodian, the Program Sponsor and not the Custodian will be responsible for Participant-level recordkeeping or reporting, including, but not limited to, allocating Contributions or gains or losses to any applicable sub-accounts of the Participant, processing Participant investment change requests, processing distribution requests, or preparing or providing benefit statements to the Participant. Similarly, unless otherwise agreed in a separate written agreement between the Program Sponsor and the Custodian, the Program Sponsor and not the Custodian will be responsible for any communications to the Participant and beneficiaries regarding the Plan or the Custodial Account.

6.6 Actions by the Custodian.

The Custodian may delegate ministerial acts, specifically including, but not limited to, the signing and mailing of checks, and the printing and mailing of statements, endorsement of stock certificates, execution of transfer instruments and any other document, and the signing of tax returns and governmental reports to be done by any agent of the Custodian.

ARTICLE 7 - DISTRIBUTIONS

7.1 In General.

The Custodian is authorized to release securities and cash investments in the Account to the Participant on the written order of the Program Sponsor, the Employer or the TPA and upon such further written confirmation as the Custodian shall reasonably request. The Custodian may retain such securities as shall be reasonably necessary or appropriate in its opinion to insure that such assets are available to discharge any liabilities of the Employer or the Account to the Custodian, including, but not limited to, unpaid fees, claims, or other expenses or obligations arising under this Agreement.

7.2 Special Limitations.

7.2.1 Generally.

Except as otherwise provided herein or in the Plan, and subject to any additional limitations applicable under the Plan or other applicable law, the assets of the Account shall not be distributed or otherwise made available before:

- (a) a Participant has a severance from employment with the Employer;
- (b) the calendar year in which a Participant attains age 70½;
- (c) a Participant encounters an unforeseeable emergency, as defined in Code Section 457(d)(1)(A) (iii);
- (d) a Participant dies; or
- (e) the Employer terminates the Plan.

It shall be the duty of the Employer and TPA to ensure that the requirements of this Section 7.2.1 are met and that all distributions to Participants are made in accordance with the terms of the Plan, Code Section 457(b) and the Treasury Regulations issued thereunder.

7.2.2 Limitation on Withdrawals due to Unforeseeable Emergency.

The Employer or TPA shall ensure that any distribution that is made to a Participant from the Account for reason of an unforeseeable emergency complies with Treasury Regulations Section 1.457-6(c) and shall instruct the Custodian concerning any distribution to be made under this provision.

7.2.3 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 Plan 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.

7.2.4 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 Custodial 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.

7.3 Minimum Distributions; Eligible Rollover Distributions and Governmental Plan Transfers.

Consistent with Code Section 457(d), the requirements of Code Section 401(a) (9), relating to required minimum distributions, and Code Section 401(a)(31), relating to certain rollover distributions, shall apply to amounts held in the Account. In addition, consistent with Code Sections 457(e)(10), (16) and (17), the Employer or the Participant may make or direct the making of certain plan to plan transfers, including a transfer to purchase permissive service credit under a governmental defined benefit plan. The Custodian shall have no obligation to independently determine, administer, or effect the distribution or transfer of any such amount, but shall be entitled to rely upon the Instruction of the Employer, TPA or Program Sponsor with respect to any such distribution or transfer.

ARTICLE 8 - COMPENSATION AND EXPENSES

The Custodian, the Program Sponsor and the TPA or other record keeper, if any, will be entitled to receive compensation for services provided hereunder. The Program Sponsor will be responsible for collecting its compensation by deducting the amounts from the Participant Account on a periodic basis. The Participant has been informed of such fee schedule and agrees to be bound thereby. The fee schedule may be revised from time to time upon at least thirty days prior written notice to the Participant for whom a Custodial Account is maintained.

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 or dividend credited or to be credited to the Custodial Account or by redeeming investments credited to the Custodial Account. The Custodian or its 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. The Custodian may invest any cash balances of the Fund in a demand account at a bank or other like institution. The Custodian shall not be obligated to invest such funds in any interest-bearing account.

Fees, if any, and the manner of calculating such fees are disclosed in the Kades-Margolis Capital Important Disclosure Form which can be obtained at www.4kmc.com or by calling the Kades-Margolis Client Account Services at 800-940-5524. Custodian will charge and withdraw from a Participant's Account the amount of its fees, as well as investment program related charges and expenses, loan and unforeseeable emergency withdrawal expenses attributable to each Account, 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 taxes assessed against a Custodial Account interest, shall be assessed against and satisfied from such Participant's Custodial Account.

The Custodian reserves the right to amend the Custodial fee at any time by giving the Participant thirty (30) days prior written notice. At the sole discretion of the Custodian, the Custodial fee may be reduced or eliminated. Sales charges, brokerage fees and/or investment fees are considered to be noncustodial fees and are dependent on the investments selected by the Participant. Such charges, fees and expenses are in addition to the Custodial fee.

ARTICLE 9 - AMENDMENT, RESIGNATION AND REMOVAL

9.1 Amendment.

This Agreement may be amended by the Custodian, provided notice of such amendment is sent to the Program Sponsor 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 Participant's approval or consent. The Participant for whom an Account is maintained, delegates to the Program Sponsor the power to amend all or any part of this Custodial Agreement on his or her behalf, including retroactive amendments, and each such person shall be deemed to have consented to any amendment made by the Program Sponsor and Custodian provided that notice in writing of such amendment shall be given to the Participant. Any such amendment shall be effective as specified therein. Notice to the Participant 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 address of the intended recipient as shown on the records of the Custodian or the Program Sponsor.

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 a Participant Account to be diverted to any purpose other than for the exclusive benefit of the Participant or the Participant's beneficiary, 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 the Participant or beneficiary was entitled under the 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, only the Custodian, the Program Sponsor or the TPA, if any, may revise their fee schedule provided for in Article 8, 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.

9.2 Resignation and Appointment of Successor.

The Custodian may resign with respect to any or all Custodial Accounts by giving thirty (30) days written notice to the Program Sponsor. The Custodian may designate a qualified successor custodian in its notice of resignation, subject to the consent of the Program Sponsor, which consent may not be unreasonably withheld. If the Program Sponsor does not respond within thirty (30) days after being given notice, the Program Sponsor shall be deemed to have consented to the appointment of the successor custodian. If the Custodian does not designate a successor custodian by the end of the thirty (30) day notification period, the Program Sponsor may appoint a new custodian. The Program Sponsor may assign its responsibilities under this Agreement to a qualified successor by giving thirty (30) days written notice to the Custodian, subject to the consent of the Custodian, which consent may not be unreasonably withheld. If the Custodian does not respond within thirty (30) days after being given notice, the Custodian shall be deemed to have consented to the appointment of the successor Program Sponsor. The party entitled to the notice may waive the notice period.

9.3 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 Participant. 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 Participant and may designate a qualified successor custodian. The party entitled to the notice may waive the notice period.

9.4 Successor Custodian.

Upon the resignation or removal of the Custodian, the Participant will either accept the Custodian's or Program Sponsor's appointment of a successor or appoint a successor custodian. The Participant's failure to appoint a successor custodian, on or before the effective date of such resignation and appointment, will constitute the Participant's consent to the successor appointed by the Custodian or Program Sponsor. If, within thirty days after the Custodian's resignation or receipt by it of notice of the Custodian's removal, no person

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 thereto, 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.

9.5 Termination of Plan or Account.

If the Plan is terminated, this Agreement will nevertheless continue in effect until the earlier of the date as of which all assets of the Custodial Account have been distributed or the Agreement is terminated. Upon termination of the Participant's Account in any manner provided for in this Article, 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 Custodial or Participant Account, and all assets thereof so distributed.

ARTICLE 10 - INDEMNIFICATION

The Participant, Employer 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 Employer, the Program Sponsor or the Participant. Participant waives any and all claims of any nature he or she 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 it takes in good faith in accordance with any certificate, notice, confirmation, or Instruction from the Employer or the Program Sponsor. The Employer 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, reasonable 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 Participant, the Employer, the TPA or the Program Sponsor; any exercise or failure to exercise investment direction authority by Participant or by the Program Sponsor; the Custodian's refusal on advice of counsel to act in accordance with any investment direction by the Participant or the Program Sponsor; any other act or failure to act by the Participant, the Employer, the TPA 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 Participant, the Employer, the TPA 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 Participant, the Employer or 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 Participant, the Employer, the TPA 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.

ARTICLE 11 - MISCELLANEOUS

11.1 Duty to Defend.

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 Participant or 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 Participant or the Program Sponsor, or in the absence of payment, shall be charged against the Account.

11.2 Applicable Law.

11.2.1 Choice of Law.

This Agreement shall be construed and interpreted according to the laws of the State of Colorado to the extent that such laws are not preempted by the laws of the United States of America. All Contributions to, and payments from, the Account shall be deemed to take place in the State of Colorado.

11.2.2 Choice of Venue.

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.

11.3 Notices.

Any notice from the Program Sponsor or the Custodian to the 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. 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 or Social Security Number.

11.4 Limitation on Claims.

No claim may be made by the 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.

11.5 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.

11.6 Exclusive Benefit.

Except as permitted by law or by the terms of the Plan, at no time prior to the satisfaction of all liabilities with respect to Participants and their beneficiaries under the Plan shall any part of the Account be used for or diverted to any purpose other than for the exclusive benefit of the Participants and their beneficiaries. The assets of the Account shall be held for the exclusive purpose of providing benefits to Participants in the Plan and their beneficiaries and defraying the reasonable expenses of administering the Plan and the Custodial Account, as required by Code Section 457(g). Each Plan Participant's right to benefits hereunder shall be fully vested and non-forfeitable in accordance with the terms of the Plan, Code Section 457(b), and the Treasury Regulations issued thereunder.

11.7 Nonassignability of Benefits and Assets.

The benefits provided herein and the assets of a Participant 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 that order shall immediately be distributed in a single sum to the "alternate payee" (as defined in Code Section 414(p)).

11.8 Evidence.

Evidence required of anyone under the Custodial Agreement may be by certificate, affidavit, document, facsimile, E-mail or other form which the Person acting in reliance thereon considers to be pertinent and reliable, and to be signed, made, or presented by the proper party.

11.9 Waiver of Notice.

Any notice required under this Custodial Agreement may be waived in writing by the Person entitled to the notice.

11.10 Complete Agreement.

This Agreement and any schedule of fees provided by the Custodian or the Program Sponsor embodies the entire agreement and understanding of the parties relating to the subject matter hereof.

11.11 Binding on Successors.

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of all parties to the Agreement.

11.12 USA Patriot Act Notification.

The following notification is provided to Participant pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. 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 Participant: When Participant opens an account, the Custodian or the Program Sponsor will ask for Participant's name, taxpayer identification number, residential address, date of birth, and other information that will allow the Custodian or the Program Sponsor to identify Participant. The Custodian or the Program Sponsor may also ask to see Participant's driver's license or other identifying documents.

