



Money By Design

Custodial Account Agreement

403(b) | 403(b)(7)

Roth 403(b) | Roth 403(b)(7)

Kades-Margolis Capital, LLC

Exclusively Marketed by Kades-Margolis Corporation

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AdvisorTrust, Inc. 403(b)(7) Custodial Account Agreement

TERMS AND CONDITIONS

The Participant hereby requests that the Program Sponsor establish a separate recordkeeping and Custodial Account (the "Account") on behalf of the Participant. The Program Sponsor has agreed to establish a Custodial Account on behalf of the Participant with AdvisorTrust, Inc. and/or its agents ("Custodian"). AdvisorTrust, Inc. is a trust company under the laws of the state of South Dakota. The Program Sponsor and Custodian agree to furnish system and account services to the Participant 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 an eligible 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 hereby 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 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 a Participant's Account by or for the benefit of the Participant, including Employee Contributions, Roth Contributions, Employer Contributions, Exchanges, Transfer Contributions and Rollover Contributions, as applicable.
- e. Custodial Account** means the custodial account established by the Custodian hereunder for the exclusive benefit of the Participant.
- f. Custodial Agreement or Agreement** means this document, as amended from time to time, and the Participant's Enrollment Form acknowledging and agreeing to be bound by the terms hereof.
- g. Custodian** means AdvisorTrust, Inc. and any successors or assigns.
- 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 Employee's Custodial Account pursuant to the Employee's salary reduction agreement. Roth Contributions are not considered as Employee Contributions under this Agreement.
- k. Employer** means the organization sponsoring the Plan under which this Agreement is established and any successors thereto. The Employer must also be (i) an organization described in Code Section 501(c)(3) which is exempt from tax under Code Section 501(a), but only if the provisions of ERISA do not apply to such Employer's Plan, or (ii) 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 a 403(b)(7) Application & Agreement and/or other enrollment materials 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.
- 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 (or Beneficiary or tax dependent), such as unreimbursed medical expenses, higher education tuition expenses, the purchase of a primary residence, the costs of a funeral, or amounts necessary to prevent eviction, that can only be satisfied with a distribution from this Custodial Account. All Financial Hardships must satisfy the requirements applicable to such distributions under Sections 403(b)(7)(A)(ii) and (11)(b) of the Code, Treas. Reg. Section 1.401(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)(G) or one or more shares or units issued by another investment option allowed under applicable law and regulation.
- 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 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 Participants. The Program Sponsor is authorized by the Custodian 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 Beneficiaries, and prepare and provide 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 Date on which the Participant is required to take his first minimum distribution under this agreement, the terms of the Plan and applicable law.
- ab. **Rollover Contribution** means a Contribution made by, or at the direction of, a Participant of an amount distributable to such Participant from an eligible retirement plan, custodial account or annuity or from an Individual Retirement Account, in accordance with Code Section 402(c)(8).
- ac. **Roth Contribution** means an Employee Contribution made by a Participant that is irrevocably designated by the Employee to be a Roth Contribution which is being made by the Participant 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.
- ad. **Salary Reduction Agreement** means an agreement between the Participant and the Employer pursuant to which the Participant's compensation is reduced or a compensation increase is foregone in an amount which the Employer is to contribute to the Participant Account.
- ae. **Salary Reduction Contribution** means a Contribution made by the Employer pursuant to a Salary Reduction Agreement.
- af. **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 1.403(b)-10(b)(3) and any other applicable legal requirements.
- ag. **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 Participant hereby requests that the Program Sponsor establish a separate recordkeeping account ("Participant Account"). The Program Sponsor hereby requests that the Custodian establish a Custodial Account for and in the name of the Participant to hold the assets of the Participant's Account established by the Program Sponsor. 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 right to select the Custodian and amend this Custodial Agreement. Program Sponsor and the Participant 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 Participant.

All Contributions made by or on behalf of the Participant shall be applied by the Program Sponsor, in accordance with the instructions of the 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. Participant agrees 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 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 Program Sponsor, in consideration of the agreement by the Custodian to perform the duties of a custodian under this Agreement, hereby designates and appoints the Custodian as the custodian of the Participant Account.

3.2 Role.

The Custodian, as agent of the Participant, but not as fiduciary, shall, directly or indirectly through its agents, 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 non-discretionary directed custodian of the Custodial Account. The Custodian, directly or through its agents, 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 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 "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 represents and warrants to the Custodian that the Participant's Employer shall maintain the Plan 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 Participant. 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 placing 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 Participant agrees 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 Participant Account and for the directions provided to the Program Sponsor. All instructions, directions, and/or confirmations received by the Custodian from the Program Sponsor or its agents shall be deemed to have been authorized by the Participant;

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 Mutual Funds eligible for purchase by Custodial Accounts, receive and remit to Custodian or its agents 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 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. Custodian may execute any of its powers under this Agreement and perform the duties required of the Custodian by and through its agents, appointed representatives, affiliates, or subsidiaries selected by the Custodian, 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 Participant, and may withhold from any distribution to a Plan Participant or Beneficiary, made at the direction of the Participant or Program Sponsor, all income taxes required by law to be withheld, and pay such withheld amounts to the appropriate taxing authorities. 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 Participant authorizes 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 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. The Custodian or its agents shall accept and hold in the Custodial Account each Contribution on behalf of the Participant 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 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.

4.2 Contributions.

The Participant 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 ("Salary Reduction Contributions") and Contributions under Code Section 403(b)(3). Annual Contributions to the Participant Account 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), and Code Section 415, taking into consideration any other Employer Contributions made on the Participant's behalf under all Section 403(b) plans of the Employer. The Custodian has no obligation to verify the correctness of the computation regarding the maximum Salary Reduction Contribution that may be made to a Participant Account, 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 their Custodial Accounts. 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 other Plan TPA or record keeper shall separately account for Roth Contributions from all other contributions to the Account.

4.4 Exchanges.

Custodian may accept assets from another Vendor under the Plan (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 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 accept the Exchange and deposit the proceeds in the participant's 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.

4.5 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 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 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 a plan to plan transfer, the Custodian shall accept the transfer and deposit the proceeds in the participant's 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.

4.6 Rollover Contributions.

If permitted under the Plan, Custodian may accept Rollover Contributions on behalf of any Participant or eligible Beneficiary meeting the requirements of Code Sections 402(c) and 403(b)(8), and shall deposit such amounts into the Participant's 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 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.

4.7 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.

4.8 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.

4.9 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 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.

4.10 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 is 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.

ARTICLE 5 - INVESTMENTS

5.1 Investment Control.

5.1.1 General.

Each Contribution to the Custodial Account shall be applied 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. 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 to "regulated investment companies" (within the meaning of Code Section 403(b)(7)) or other investment options allowed under applicable law and regulation 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 Participant Account. The Participant may direct the Program Sponsor to redeem any or all of the Mutual Fund Shares held in the Participant Account and to invest the proceeds in any other Mutual Fund 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 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 Instruction 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 at the direction of the Participant or 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 or its agents..

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 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 Program Sponsor. 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 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.

Except as may otherwise be required by applicable law, 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.

Subject to applicable law and Section 5.4:

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 Participant 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 or other investment product, subject to the requirements of 403(b)(7). 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 Participant Account. Participant authorizes the Program Sponsor and Custodian to charge the Participant Account for the cost of all securities purchased or received against a payment and to credit the Participant 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

Participant 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.

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 affiliates' and/or agents' 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 Custodial 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 Participant Account Records.

The Program Sponsor shall maintain such accurate and detailed records of the Participant Account, including all Contributions, other receipts, investments, distributions, other disbursements and all other transactions in each Custodial Account on behalf of the Participant. The Program Sponsor shall provide a written confirmation to the 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's Account, showing Contributions, investment earnings, redemption or distributions made from the Account for any reason, and any fees, benefits or withdrawals paid therefrom.

The Program Sponsor shall provide to each Participant, at least once during each quarter in the calendar year, a report of all transactions with respect to the Participant Account during the period since that covered by the previous report to the Participant with respect to their Account, if any, and, if required by applicable law or requested by the Participant, a statement showing the assets held in the 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, Custodian, and the agents of each 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 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 Participant and Program Sponsor unless either 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

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 and/or its affiliates' 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 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.

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 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 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 Section 72(p) of the Code and regulations issued thereunder. Information on loan requirements and procedures are described in the Kades-Margolis Capital 403(b)(7) Custodial Account Loan Program available from the Program Sponsor. A copy of the Loan Program may be obtained at www.4kmc.com or by contacting the Client Account Services line at (800) 940-5524.

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 50% of the Participant's entire right, title, and interest in and to Participant Account, 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

No Participant loan shall exceed 50% of the present value of the Participant's vested interest in the Participant Account.

8.1.4

In the event of default, foreclosure on the note and attachment of security will not occur until a distributable event as defined at 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.

8.1.5

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 50% of the vested Account balance reduced by any outstanding collateral agreement relating to same, or \$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 on which the loan will be made over the outstanding loan balance on the date on which the loan will be made, whichever is less. 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 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

The minimum loan amount, 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 in the same manner as Salary Reduction Contributions, or the most recent Investment Direction on file, if no Salary Reduction Contributions are being made.

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, the 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 Section 414(u) of the Code may elect to receive a distribution of the Participant's elective deferrals into the Plan as permitted thereunder.

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 from the Participant Account must commence by no later than the Required Beginning Date. The Required Beginning Date for a Participant shall be as defined by the Code, including without limitation, by Code Sections 403(b)(10) and 410(a)(9), and regulations thereunder.

A Participant may elect to receive the distribution of assets from the 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 the Participant Account at any time upon prior written notice to the Program Sponsor. The Program Sponsor will not provide distribution Instructions to Custodian for payment to the 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 the Participant Account has been completed, the remaining amount, as well as all assets subsequently credited to the 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 the 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 Required Beginning Date..

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 the 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.

The Participant who encounters financial Hardship shall be entitled to a distribution from the 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.

9.6 Qualified 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 Section 414(p) of the Code.

9.7 Distribution of Excess Deferrals.

Notwithstanding any provision of the Agreement to the contrary, the Employer or the Plan 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 Section 403(b)(13) Transfers.

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 Plan 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 Plan 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 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.

ARTICLE 10 – 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 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 on the second day after mailing (if mailed) or on the day electronically transmitted (if electronically transmitted) by the Program Sponsor, Custodian, or the agents of either to the last known address of the intended recipient as shown on the records of the Custodian, the Program Sponsor, or the agents of either.

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 record keeper, if any, may revise their fee schedule provided for in 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 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.

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 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.

11.3 Successor Custodian.

Upon the resignation or removal of the Custodian and/or the appointment of a successor custodian, the Participant's continuation to maintain the Participant Account with the Custodian and Program Sponsor and failure to transition all assets out of the Participant Account (e.g., through Exchange, Transfer, Distribution, etc.) will constitute the Participant's consent to the resignation or removal and/or appointment.

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 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 or in cash, 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 12.3. 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 Participant's Account 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 Participant Account by distributing the assets thereof to the Participant.

12.3 Termination of Accounts.

Upon termination of the Participant's 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 Custodial or 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)(7) 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 Participant and the Program Sponsor hereby agree to indemnify, defend and hold the Custodian and its affiliates and agents, 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. Participant waives any and all claims of any nature it now has or may have against the Custodian and its affiliates and agents, 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 Program Sponsor. Participant and 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 Participant or the Program Sponsor; any exercise or failure to exercise Investment Direction authority by the 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, the Participant or the Program Sponsor; any other act or failure to act by the Employer, the 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 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 and its agents shall not be liable to Participant, Employer, Plan, or Program Provider 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 and its agents shall not be liable for any losses arising from its compliance with Instructions from the 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 or its agents. 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. The Employer shall be solely responsible for determining whether Title I of ERISA is applicable with respect to the Custodial Account and shall notify the Custodian in writing if it determines that Title I of ERISA is so applicable. In such event, the Employer and the Employer's TPA, if any, shall take any action necessary to assure that the Custodial Account is administered in compliance therewith; such action shall include, but

shall not be limited to, implementing procedures to ensure that each requested distribution from the Custodial Account is processed in accordance with the requirements of ERISA. Upon notification from the Employer that the Custodial Account is subject to ERISA, 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 under any obligation to determine whether Title I of ERISA is applicable with respect to any Custodial Account or to ensure that it is administered in compliance with ERISA.

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 a Participant Account to be used for or diverted to purpose other than for the exclusive benefit of the Participant and the Participant's Beneficiary, as applicable, or for the payment of expenses and other amounts as specifically provided in this Custodial Agreement. The interest of a Participant in the 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, the Custodian, or an agent of either, to the Participant, shall be effective on the second day after the day mailed, if sent by first-class mail, or on the day sent if sent electronically, to the last address maintained for such Participant on the records of the Program Sponsor, Custodian, or agent.

15.3 Notices from Employee.

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.

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 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)).

15.7 Qualification and Compliance.

The Custodial and Participant Account 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 South Dakota 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 South Dakota. All controversies, disputes, and claims arising under this Agreement and not otherwise resolved will be submitted to the United States District Court in Philadelphia, Pennsylvania, 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 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.

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 Philadelphia, Pennsylvania, 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 Philadelphia, Pennsylvania. 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.

15.12 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 you: When you open an Account, the Employer, Custodian or the Program Sponsor may ask for information that will allow them to verify your identity. 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.

