

## 403(b)(7) Custodial Account Agreement

This Agreement creates a tax-sheltered custodial account authorized under Section 403(b)(7) of the Internal Revenue Code. Contributions to this account may consist of transfers of cash assets from a 403(b) plan or cash and certain securities held in a 403(b)(7) custodial account; an Exchange from another Custodial Account or Contract under the 403(b) Plan; salary deferral contributions made by an employer on behalf of an employee authorizing such a reduction in compensation through a Salary Deferral Agreement with the employer; and contributions made by an employer which are permitted under a plan in which the employee is a Participant.

### ARTICLE I – DEFINITIONS

The following words and phrases when used in this Agreement with initial capital letters shall have the meanings set forth below unless the context indicates that other meanings are intended.

1. “Account” shall mean the custodial account established at Pershing LLC pursuant to this Agreement for the benefit of the Participant and, when the context so implies, refers to the assets, if any, then held by the Custodian hereunder. The Account shall not be used for a qualified plan (under Code Section 401(a) or 403(a)) or for an eligible governmental plan under Code Section 457(b). The account shall be invested in stock of a regulated investment company (as defined in Code Section 851(a) relating to mutual funds).
2. “Agreement” shall mean the Pershing LLC 403(b)(7) Custodial Account Agreement, including the information and provisions set forth in any Application that goes with this Agreement, as may be amended from time to time. This Agreement, including the Account Application and the Designation of Beneficiary filed with the Custodian, may be proved either by an original copy or a reproduced copy thereof, including, without limitation, a copy reproduced by photocopying, facsimile transmission, or electronic imaging, or other means of electronic transmission.
3. “Application,” “Account Application,” or “Adoption Agreement” shall mean the completed 403(b)(7) Custodial Account Application by which this Account is established by the Agreement between the Participant and the Custodian. The statements contained therein shall be incorporated into this Agreement.
4. “Beneficiary” shall mean the person, persons, entity, or entities (for instance, a trust), designated from time to time by a Participant in accordance with Article IV, Section 6 of this Agreement to receive any distributions from the Account upon the Participant’s death.
5. “Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.
6. “Compensation” shall mean the compensation received from the Participant’s Employer that is includible in income of the Employee and recognized under the Plan. Compensation shall not exceed \$245,000 (2010), as adjusted for increases in the cost-of-living in accordance with Code Section 401(a)(17)(B). Notwithstanding the foregoing, Compensation shall mean includible compensation as defined in Code Section 403(b) and the corresponding Treasury Regulations, where applicable.
7. “Custodian” shall mean Pershing LLC or successor thereto who establishes an Account and serves as custodian in the manner prescribed by Code Section 401(f)(2).
8. “Deemed Severance From Employment” shall mean effective for years beginning on or after January 1, 2009, and notwithstanding the definition of Differential Wage payment, an individual is deemed to cease to be an Employee for purposes of Code Section 414(u)(12)(B) during any period the individual is performing service in the uniformed services as defined in Code Section 3401(h)(2)(A).
9. “Designated Beneficiary” shall mean the Beneficiary named as of the date of the Participant’s death who remains a Beneficiary as of September 30 of the year following the year of the Participant’s death.
10. “Distribution Calendar Year” shall mean a calendar year for which a minimum distribution is required. If the Participant’s required beginning date under Article IV, Section 4 of this Agreement is April 1 following a year in which the Participant either attains age 70½ or retires, that year is the Participant’s first Distribution Calendar Year. The first Distribution Calendar Year may be another year as provided in the regulatory requirements and rules referred to in Article IV, Section 4 of this Agreement.
11. “Elective Deferral” shall mean contributions, as defined in Treasury Regulation 1.402(g)-1, made either as pre-tax Elective Deferrals or Roth Elective Deferrals to this Account at the election of the Participant, in lieu of cash compensation, made pursuant to a salary reduction agreement within the meaning of Code Section 3121(a)(5)(D).
12. “Employee” shall mean any person employed by an Employer maintaining the Plan or of any other employer required to be aggregated with such Employer under Code Sections 414(b), (c), (m) or (o) and under Treasury Regulation 1.414(c)-5. In addition, if applicable, those employers that must be so aggregated shall be determined under the guidance of IRS Notice 89-23 or any subsequent successor guidance, as such guidance relates to employers who are eligible employers as described in the Plan definition of Employer. For purposes of the universal availability requirements, an Employee will be determined in accordance with Treasury Regulation 1.403(b)-5(b)(3). No former employee, independent contractor, or leased employee (as defined in Code Section 414(n)(6)) shall be considered an Employee. A minister, if applicable, may be considered to be an Employee as provided in Treasury Regulation 1.403(b)-2(b)(9).
13. “Employer” shall mean an entity described in Code Section 501(c)(3) that is exempt from tax under Code Section 501(a), an educational organization of a State (as defined in Treasury Regulation 1.403(b)-2(b)(20)) described in Code Section 170(b)(1)(A)(ii) or any other entity eligible under Code Section 403(b)(1) to make contributions to 403(b) annuities or custodial accounts that adopts a Plan under which this Agreement is maintained. The Employer is the sponsor of the Plan, and the Employer and not the Custodian is responsible for maintaining the Plan in compliance with Section 403(b) of the Code and applicable Regulations.

14. "Exchange" shall mean a change of investment as defined under Treasury Regulation 1.403(b)-10(b)(2)) of the Participant's Account balance among different custodians or annuity providers of the Plan maintained by the Employer.
15. "Participant" shall mean any person who is regularly employed by the Employer who elects to participate in this Agreement by completing and signing the Adoption Agreement and, as required by the Employer, a Salary Deferral Agreement or such other form as may be acceptable to the Employer, who makes contributions, or on whose behalf contributions are made to his or her Account pursuant to this Custodial Account Agreement.
16. "Plan" shall mean the plan of the Participant's Employer under which this Agreement is maintained. The Plan should be designed to satisfy the provisions of Treasury Regulation 1.403(b)-3(b)(3), which includes a requirement that the plan be a written defined contribution plan and contain material terms and conditions for eligibility, benefits, applicable limitations, the contracts available under the plan, and the time and form under which benefit distributions will be made. The Plan should also be designed to satisfy Code Section 403(b)(12) (relating to nondiscrimination requirements, including universal availability, as described in Treasury Regulation 1.403(b)-5.
17. "Regulations" or "Treasury Regulations" shall mean the U.S. Department of Treasury regulations issued under Section 403(b) of the Code, as amended from time to time.
18. "Roth Elective Deferral" shall mean an Elective Deferral that is irrevocably designated as a Roth Elective Deferral by the Participant and that is treated by the Participant's Employer as includible in a Participant's gross income at the time of the salary reduction. Roth Elective Deferrals must be separately accounted for pursuant to the Plan or this Agreement and must satisfy any other applicable provisions of Treasury Regulation 1.403(b)-3(c).
19. "Salary Deferral Agreement" or "Salary Reduction Agreement" shall mean the agreement signed by the Participant and delivered to the Employer whereby the Participant authorizes a reduction of salary to be contributed by the Employer to the Participant's Account established hereunder.
20. "Severance from Employment" shall mean an Employee ceases to be an Employee of the Employer, and any related employer (as described in Treasury Regulation 1.401(k)-1(d)). An Employee does not have a Severance from Employment if, in connection with a change of employment, their new Employer maintains the Plan with respect to the Employee.

Severance from Employment shall also occur with respect to such an Employee who ceases to be employed by their Employer on account of a sale of the assets or stock of that Employer, provided that the subsequent or continuing Employer does not maintain the Plan and Plan assets are not transferred to a plan maintained by that subsequent or continuing Employer.

Severance from Employment occurs on any date on which an Employee ceases to be an Employee of an eligible employer as defined in Treasury Regulation 1.403(b)-2(b)(8), which describes employers that may participate in 403(b) arrangements, even though the Employee may continue to be employed either (a) by another entity that is treated as the same employer where the other entity is not such an eligible employer or (b) in a capacity for the same employer that is not employed with such an eligible employer.

21. "Transfer" shall mean a transfer of assets defined under Treasury Regulation 1.403(b)-10(b)(3)) from the 403(b) plan of one employer to the 403(b) plan of another employer.

## ARTICLE II – CONTRIBUTIONS

### 1. Elective Deferrals and Catch-Up Contributions

- (a) **Elective Deferrals** – Elective Deferrals may be contributed by the Participant's Employer to the Account on behalf of the Participant. Elective Deferrals shall also include catch-up contributions described in Article II, Section 1(b) of this Agreement. The Participant shall designate the amount or percentage of their Compensation that is to be deferred as an Elective Deferral. If Roth Elective Deferrals are permitted under the Plan, the Participant shall also designate whether the Elective Deferral will be characterized as a pre-tax Elective Deferral or a Roth Elective Deferral. Such designations shall be effective until otherwise modified by the Participant in writing or through any other means approved by the Employer and permitted by applicable law or regulations. The Participant may amend or terminate their Salary Reduction Agreement at such times as may be permitted by the Plan.

The Elective Deferrals made for the Participant shall be fully vested at all times and the Participant may take a distribution of the Elective Deferrals and earnings thereon at times specified in Article IV of this Agreement, subject to additional limitations under the Plan.

- (b) **Catch-Up Contributions**

- (i) **Age 50 Catch-Up Contributions** – Age 50 catch-up contributions, if permitted by the Plan, may be contributed to the Account by the Employer for any Participant who is eligible to make Elective Deferrals, has attained or will attain age 50 before the end of that calendar year, and has contributions in excess of a statutory or Employer-provided limit. Such age 50 catch-up contributions must comply with Code Section 414(v) and the guidance thereunder.
- (ii) **Special Catch-Up Contributions for Employees With 15 Years of Service** – Special Section 403(b) catch-up contributions described in Treasury Regulation 1.403(b)-4(c)(3), if permitted by the Plan, may also be contributed to the Account by the Employer for any Participant who satisfies the eligibility requirements for such contributions.

Notwithstanding the foregoing, either the Participant's Employer or the Custodian may require a Participant who is eligible to make catch-up contributions to designate the amount or percentage of their Compensation that is to be deferred as a catch-up contribution. Such catch-up contributions will not be taken into account for purposes of the provisions of the Agreement implementing the required limitations of Code Sections 402(g) and 415. The Agreement shall not be treated as failing to satisfy the requirements of Code Sections 403(b) or 410(b) by reason of making such catch-up contributions. Any Elective Deferrals that exceed an otherwise applicable Plan limit will first be applied to special Section 403(b) catch-up contributions for Employees with 15 years of service, with any additional Elective Deferrals being treated as age 50 catch-up contributions, if applicable.

## 2. Rollover to Custodial Account

Unless prohibited by the Plan, the Custodian may accept a contribution of eligible rollover distributions to the Account from a qualified plan described in Code Section 401(a) or 403(a) (other than after-tax employee contributions unless the rollover is a direct rollover), an annuity contract or custodial account described in Code Section 403(b) (other than after-tax employee contributions unless the rollover is a direct rollover), or an eligible plan under Code Section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The Custodian may accept a contribution of an eligible rollover distribution from an individual retirement account or annuity described in Code Section 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income.

The Custodian may also accept contributions of eligible rollover distributions made to the Participant who is a surviving spouse, or a spouse or former spouse who is the alternate payee under a qualified domestic relations order as defined in Code Section 414(p).

No amount that is distributed on account of hardship will be an eligible rollover distribution, and the Participant may not elect to have any portion of such a distribution paid directly to the Account.

The Participant shall certify, in a manner acceptable to the Custodian, that such amounts are eligible rollover distributions. The Participant acknowledges that it is the responsibility of the resigning custodian, trustee or financial institution to provide a breakdown of contribution sources and earnings transferred into the Account. The Custodian shall not be responsible for determining whether any rollover is proper and reserves the right not to accept any rollovers without this documentation, in a form acceptable to the Custodian. If acceptable documentation is not received by the Custodian, the transferred amounts will be treated in the most restrictive manner permitted under the Regulations for purposes of a distribution.

## 3. Transfer to Custodial Account

Unless prohibited by the Plan or the 403(b) account from which the Transfer is being made, the Participant may transfer (or arrange for the transfer of) assets from another annuity contract or custodial account under another 403(b) plan, described in Code Section 403(b) to this Account. The Participant shall certify, in a manner acceptable to the Custodian, that the transfer satisfies all current requirements for such a transaction. The Custodian shall not be responsible for determining whether any such transfer is proper and reserves the right not to accept any transfer. The transfer must meet the requirements of Treasury Regulation 1.403(b)-10(b)(3).

## 4. Employer Contributions

If the Plan provides for Employer contributions to the Account, the Participant's Employer may make Employer contributions on behalf of the Participant. The amount of the contributions, their vested status and other provisions applicable to those Employer contributions shall be set forth in the Employer's Plan. To the extent that any amounts are not vested, those amounts shall be accounted for separately. The Employer contributions shall not exceed any applicable federal or state limitations on such Employer contributions and shall be made in a nondiscriminatory manner as determined by applicable law or regulation. The Custodian and its affiliates disclaim any responsibility for actions of the Employer with respect to the Employer's retirement program or plan. The Employer shall be solely responsible for compliance with the rules and other requirements of regulatory agencies with respect to retirement programs or plans subject to the terms of the Employee Retirement Income Security Act of 1974.

## 5. Contribution Limits

In no event shall the contributions to the Account for a tax year on behalf of the Participant exceed the maximum amount permitted under current law or regulation.

- (a) The contributions made during a tax year on behalf of the Participant, when aggregated with other contributions made through the Participant's Employer (or controlled group of Employers under Code Sections 414(b), (c), (m) or (o)), shall not exceed the limitations set forth in Code Section 403(b)(1) for that year (including the limits under Code Section 415). If a Participant has an "excess contribution" as described in Section 4973(c) of the Code, the Custodian shall follow written directions it receives from the Participant or the Employer regarding the treatment of the excess contribution. Neither the Custodian nor any affiliate of the Custodian shall have any responsibility for determining whether any contributions to the Account may be excluded from the Participant's gross income, ensuring that any contributions to the Account do not constitute excess contributions for purposes of Section 4973 of the Code, or ensuring that any correction of any excess contribution is made in accordance with the Code or applicable guidance.
- (b) With respect to Elective Deferrals, the Account must satisfy Code Section 401(a)(30). That means that the maximum of all applicable elective deferrals (including Elective Deferrals made to the Account or any other elective deferrals made under the Plan or any other plan of the Participant's Employer or other entities that are required to be treated as an employer with that Employer under Treasury Regulations or other guidance) made on the Participant's behalf during the Participant's tax year shall not exceed the limitations set forth in Code Section 402(g)(1). The Account must also satisfy any other limitations described in Treasury Regulation 1.403(b)-4, including the limitations applicable to age 50 catch-up provisions and to special Section 403(b) catch-up provisions. The Participant is solely responsible for determining their maximum annual Elective Deferrals. Neither the Custodian nor any affiliate of the Custodian shall have any responsibility for determining whether any Elective Deferrals to the Account constitute excess deferrals, or ensuring that any correction of any excess deferral is made in accordance with the Code or applicable guidance.
- (c) Notwithstanding any provision of this Agreement to the contrary, effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).
- (d) The Custodian may accept contributions for the Participant from a former Employer, if Treasury Regulation 1.403(b)-4(d) is satisfied.

- (e) Each type of contribution described in this Article II, Section 5 and earnings or losses attributable to the type of contributions shall be separately accounted for.
- (f) If the Participant elects to receive a distribution for a financial hardship described in Article IV, Section 2 of this Agreement, he or she shall cease making Elective Deferrals as described therein.

## 6. Contract Exchanges

Unless prohibited by the Plan, the Participant may make a contract exchange (or arrange for the exchange) of assets from another annuity contract or custodial account described in Code Section 403(b) to this Account. The Participant shall certify, in a manner acceptable to the Custodian, that the exchange satisfies all current requirements for such a transaction. The Custodian shall not be responsible for determining whether any such exchange is proper and reserves the right not to accept any exchange. The contract exchange must meet the requirements of Treasury Regulation 1.403(b)-10(b)(2).

## ARTICLE III – INVESTMENT OF CONTRIBUTIONS

### 1. Participant Direction and Delegation

- (a) **Direction by Participant.** Each Participant shall direct the Custodian with respect to the investment of all contributions to his or her Account and the earnings thereon. All contributions must be invested in shares of regulated investment companies.

For purposes of this Agreement, “regulated investment companies” means any regulated investment company or companies within the meaning of Code Section 851(a), or any series issued by such company which has an investment advisory agreement and/or a distribution agreement with the company, to the extent that they are obtainable through and subject to the custody of the Custodian in its regular course of business. All transactions directed by the Participant shall be subject to the rules, regulations, customs, and usages of the Exchange, market, or clearing house where executed, and to all applicable federal and state laws and regulations, and to the internal policies of the Custodian.

- (b) **Direction by Beneficiary.** After the Participant’s death, the Participant’s Beneficiary(ies) shall have the right to direct the investment of the Participant’s Account, subject to the same conditions that applied to the Participant during their lifetime under this Agreement (including, without limitation, Article IX, Section 11 of this Agreement). The Custodian shall have no discretion to direct any investment in the Participant’s Account. The Custodian assumes no responsibility for rendering investment advice with respect to the Participant’s Account, nor will it offer any opinion or judgment to the Participant on matters concerning the value or suitability of any investment or proposed investment for the Participant’s Account. In the absence of instructions from the Participant, or if instructions are not in a form acceptable to the Custodian, the Custodian shall have the right to hold any uninvested amounts in the Pershing Government Account, Pershing Prime Reserves, or in shares of a money market of a regulated investment company as directed by the Plan.
- (c) **Delegation of Investment Responsibility.** The Participant may delegate the investment responsibility for all or some of his or her Account to an agent or attorney in fact acceptable to the Custodian by notifying the Custodian in writing on a form acceptable to the Custodian of the delegation of such investment responsibility and the name of the person or persons to whom such responsibility is delegated. The Custodian shall follow the directions of such agent or attorney in fact and shall be under no duty to review or question any direction, action, or failure to direct or act of such agent or attorney in fact. The Custodian shall not be liable for the acts or omissions of such agent or attorney in fact. The Participant may revoke the authority of any agent or attorney in fact at any time by notifying the Custodian in writing of such revocation and the Custodian shall not be liable in any way for transactions initiated prior to receipt of such notice.

If any amounts are received by the Custodian from an Employer or its authorized agent without proper instruction from the Employer as to the identification of the Custodial Account for which such amount is submitted, such amounts will be invested in the Pershing Government Account, Pershing Prime Reserves, or in shares of a money market of a regulated investment company as directed by the Plan. The Custodian shall not be responsible to the Participant or the Employer as to any investment losses which might result from the absence of such Employer instructions, from incorrect instructions which are believed genuine or from the investment of such amounts in the Pershing Government Account, Pershing Prime Reserves, or in shares of a money market of a regulated investment company as directed by the Plan.

- (d) **Uninvested Cash.** IRS rules do not permit the Account to hold cash. Accordingly, any cash in the Account will be invested in the Pershing Government Account, Pershing Prime Reserves, or in shares of a money market of a regulated investment company as directed by the Plan until otherwise invested by the Participant.

### 2. Participant Change of Investment

Subject to rules and procedures adopted by the Custodian, the Participant may, at their election, direct the Custodian to redeem any or all regulated investment company shares held by the Custodian pursuant to this Agreement, and to reinvest the proceeds in such other regulated investment company shares as directed by the Participant. Transactions of this character must conform with the provisions of the current prospectus for the regulated investment company shares subject to purchase and the terms of the Plan.

### 3. Participant Notifications and Representations

- (a) **Notices and Change of Address.** Any required notice regarding this Custodial Account will be considered in effect when mailed by the Custodian to the last address of the intended recipient which is on the records of the Custodian. Any notice to be given to the Custodian will be effective when actually received by the Custodian. The Participant will notify the Custodian of any change of address.

- (b) **Representations and Responsibilities.** The Participant represents and warrants to the Custodian that any information he or she has given or will give the Custodian with respect to this Custodial Account Agreement is complete and accurate. Further, the Participant agrees that any directions he or she gives the Custodian, or action the Participant takes will be proper under this Agreement, and that the Custodian is entitled to rely upon any such information or directions. If the Custodian fails to receive directions from the Participant regarding any transaction, or if the Custodian receives ambiguous directions regarding any transaction, or the Custodian, in good faith, believes that any transaction requested is in dispute, it reserves the right to take no action until further clarification acceptable to the Custodian is received from the Participant or the appropriate government or judicial authority. The Custodian shall not be responsible for losses of any kind that may result from the Participant's directions to the Custodian or the Participant's actions or failures to act, and the Participant agrees to reimburse the Custodian for any loss the Custodian may incur as a result of such directions, actions, or failures to act. The Custodian shall not be responsible for any penalties, taxes, judgments, or expenses the Participant incurs in connection with the Participant's Account. The Custodian has no duty to determine whether the Participant contributions or distributions comply with the Code, regulations, rulings, or this Agreement. The Custodian may permit the Participant to appoint, through written notice acceptable to the Custodian, an authorized agent to act on his or her behalf with respect to this Agreement (for instance, attorney in fact, executor, administrator, investment manager); however, the Custodian has no duty to determine the validity of such appointment or any instrument appointing such authorized agent. The Custodian shall not be responsible for losses of any kind that may result from directions, actions, or failures to act by the Participant's authorized agent, and the Participant agrees to reimburse the Custodian for any loss it may incur as a result of such directions, actions, or failures to act by the Participant's authorized agent.

The Participant will have sixty (60) days after he or she receives any documents, statements, or other information from the Custodian to notify the Custodian in writing of any errors or inaccuracies reflected in these documents, statements, or other information. If the Participant does not notify the Custodian within sixty (60) days, the documents, statements, or other information shall be deemed correct and accurate, and the Custodian shall have no further liability or obligation for such documents, statements, other information, or the transactions described therein.

To the extent written instructions or notices are required under this Agreement, the Custodian may accept or provide such information in any other form permitted by the Code or applicable regulations.

#### 4. **Dividends and Other Distributions**

The Custodian shall have no discretionary responsibility, to invest or reinvest dividends and other distributions received by the Custodian on assets held in the Account. The earnings of each separate Account shall be allocated only to that Account.

#### 5. **Shareholder Rights**

The Custodian shall exercise any rights of a shareholder (including voting rights) with respect to any securities held in the Account only in accordance with the instructions of the Participant pursuant to any applicable rules of the Securities and Exchange Commission and the national exchanges of which the Custodian is a member.

### **ARTICLE IV – DISTRIBUTIONS**

#### 1. **Withdrawals**

All requests for withdrawal shall be in writing on a form provided by or acceptable to the Custodian. The method of distribution must be specified in writing. The Tax Identification Number of the Participant (or Beneficiary; if applicable) must be provided to the Custodian before it is obligated to make a distribution. Withdrawals shall be subject to all applicable tax and other laws and regulations, including possible early withdrawal penalties and withholding requirements.

- (a) **ERISA Accounts.** If the Account is subject to the joint and survivor annuity and preretirement survivor annuity requirements of Section 205 of the Employee Retirement Income Security Act of 1974 (ERISA), the Participant's spouse must consent in writing to the distribution of any, part or all of the benefits. Such written consent must be witnessed by a notary public. Unless the Participant elects otherwise, and the Participant's spouse consents, distributions to the Participant shall be made in the form of an annuity or in the form of a joint and survivor annuity. An unmarried Participant may elect to receive a distribution in an alternate form as described in Article IV, Section 4 herein. A married Participant may waive the joint and survivor annuity provided that such Participant's spouse consents in writing to such waiver. In such event, the Participant may elect to receive a distribution in any alternate form as described in Article IV, Section 4 herein. Any elections to waive a form of benefit or to name a nonspouse Beneficiary must be made during the applicable election period prescribed in ERISA Section 205. In the event of the married Participant's death before beginning distributions, the portion of the Participant's Account required to be distributed as a qualified preretirement survivor annuity as defined in ERISA Section 205(e) shall be distributed to the Participant's spouse unless the Participant's spouse has consented to the Participant's designation of a beneficiary other than or in addition to the spouse.

#### 2. **Timing of Payment of Distributions**

- (a) Subject to any applicable limitations described in this Agreement, the Participant (or a Beneficiary) may request a distribution from the Account of amounts attributable to Elective Deferrals upon the occurrence of one of the following events:
- (1) the Participant's Severance from Employment with the Employer maintaining the Plan;
  - (2) the Participant's death;
  - (3) the Participant's financial hardship, as described in Article IV, Section 3 of the Agreement;
  - (4) the Participant's disability within the meaning of Code Section 72(m)(7); or
  - (5) the Participant's attainment of age 59½.

- (b) Subject to any applicable limitations described in this Agreement, the Participant (or a Beneficiary) may request a distribution from the Account of amounts attributable to amounts other than Elective Deferrals upon the occurrence of one of the following events:
- (1) the Participant's Severance from Employment with the Employer maintaining the Plan;
  - (2) the Participant's death;
  - (3) the Participant's disability within the meaning of Code Section 72(m)(7); or
  - (4) the Participant's attainment of age 59½.

Amounts transferred out of the Account to an annuity contract or retirement income account, including earnings thereon, shall continue to be subject to this Article IV, Section 2(b).

- (c) If the Account includes both Elective Deferrals and other contributions and the Elective Deferrals are not separately accounted for, then distributions may not be made earlier than the later of any date permitted under Article IV, Section 5 or Article IV, Section 2(b) of this Agreement.
- (d) Distribution of amounts held under this Agreement may occur prior to one of the events described above if the distribution falls into one of the following categories:
- (1) Excess deferrals distributed under Treasury Regulation 1.403(b)-4(f);
  - (2) Amounts distributed in connection with a Plan termination as set forth in Treasury Regulation 1.403(b)-10;
  - (3) Elective Deferrals held as of the close of the taxable year beginning before January 1, 1989 (but not earnings thereon) as provided in Treasury Regulation 1.403(b)-6(d)(1)(ii);
  - (4) After-tax employee contributions or earnings thereon as of earlier dates than specified above, if the Plan so provides;
  - (5) Eligible rollover distributions separately accounted for and distributed in accordance with Treasury Regulation 1.403(b)-6(d)(1)(i), if the Plan permits.
- (e) Unless prohibited by the Plan, the following distributions will be allowed:
- (1) A qualified reservist distribution under Code Section 72(t)(2)(G);
  - (2) Payment of qualified health insurance premiums for eligible public safety officers under Code Section 402(l);
  - (3) Permissible withdrawals under Code Section 414(w)(2); and
  - (4) A Deemed Severance From Employment distribution under Code Section 414(u)(12)(B) .

All requests for withdrawal shall be in writing or submitted in another manner acceptable to the Custodian and must specify the method of distribution. The tax identification number of the Participant (or Beneficiary, if applicable) must be provided to the Custodian before it is obligated to make a distribution. Withdrawals shall be subject to all applicable tax and other laws and regulations, redemption and other investment-related fees and withholding requirements.

Except where otherwise indicated in this Agreement, the Participant (or Beneficiary, if applicable) who is entitled to a distribution may request that the Custodian distribute the actual shares of the regulated investment company or companies held in the Account (a distribution "in-kind"). If the Participant (or Beneficiary, if applicable) does not request an in-kind distribution, the Custodian shall pay any distribution in cash.

### 3. Financial Hardship

For purposes of Article IV, Section 2(a)(3) of this Agreement, financial hardship is an immediate and heavy financial need of the Participant, as described in Treasury Regulation 1.401(k)-1(d)(3), where such Participant lacks other available resources. Financial needs considered immediate and heavy include, but are not limited to, 1) expenses incurred or necessary for medical care, described in Code Section 213(d), of the Employee, the Employee's primary Beneficiary, the Employee's Spouse or dependents, 2) the purchase (excluding mortgage payments) of a principal residence for the Employee, 3) payment of tuition and related educational fees for the next 12 months of post-secondary education for the Employee, the Employee's primary Beneficiary, the Employee's Spouse, children or dependents, 4) payment to prevent the eviction of the Employee from, or a foreclosure on the mortgage of, the Employee's principal residence, 5) funeral or burial expenses for the Participant's deceased parent, Spouse, primary Beneficiary, child or dependent, and 6) payment to repair damage to the Employee's principal residence that would qualify for a casualty loss deduction under Code Section 165 (determined without regard to whether the loss exceeds 10 percent of adjusted gross income).

No distributions on account of financial hardship shall exceed the amount determined to be necessary to meet the immediate financial need created by the hardship as described in those same regulations and the Plan and that cannot be otherwise reasonably accommodated from other resources of the Participant. Any distribution made on account of the Participant's financial hardship shall be made to the Participant in a single sum payment in cash pursuant to instructions provided in writing or in another form acceptable to the Custodian, and delivered to the Custodian.

Hardship distributions described in this Article IV, Section 3 may consist only of the amounts contributed pursuant to the Participant's Salary Reduction Agreement, excluding the earnings on such contributions.

The determination of whether a financial hardship exists shall be made pursuant to the terms of the Plan or by the Participant if the Plan doesn't contain such terms and not by the Custodian. A Participant who requests a distribution on account of financial hardship shall certify, in a manner acceptable to the Custodian, that a financial hardship exists. A Participant who requests a distribution on account of financial hardship shall certify, in a manner acceptable to the Custodian, that a financial hardship exists.

If the Participant receives a hardship distribution, they will be prohibited from making any Elective Deferrals for a period of six months from the date of such distribution.

#### 4. Form of Distributions

The form of distribution shall be determined under the terms of this Agreement and the Plan. If the Plan provides for a mandatory lump sum distribution, then the requirements of Code Section 401(a)(31) (as expressed in the Plan) shall apply to distributions (including automatic rollover requirements for certain mandatory distributions).

#### 5. Required Minimum Distributions

- (a) Notwithstanding any provision of this Agreement to the contrary, the distribution of the Participant's interest in the Account shall be made in accordance with the requirements of Treasury Regulation 1.403(b)-6(e) and the Plan. The minimum distribution requirements of Code Section 401(a)(9) must be met for this Account and for purposes of applying the distributions rules of Code Section 401(a)(9) to this Account, the minimum distribution rules applicable to individual retirement accounts described in Code Section 408(a) apply with several exceptions. Those rules are described in Treasury Regulation 1.408-8 and the exceptions are described in Treasury Regulation 1.403(b)-6(e). Those rules and exceptions are incorporated herein by reference.
- (b) Notwithstanding any provision of this Agreement to the contrary, the undistributed portion of a Participant's interest in the Account valued as of December 31, 1986, exclusive of subsequent earnings, is not subject to the required minimum distribution rules under Code Section 401(a)(9) but must be distributed in accordance with the incidental benefit requirements of Treasury Regulation 1.401-1(b)(1)(i) (which generally requires that distributions begin at the later of age 75 or separation from service), if such amounts are accounted for separately.
- (c) For the balance of the Account subject to the minimum distribution requirements referenced in Article IV, Section 4(a) of this Agreement, the Participant must begin taking distributions from the Account no later than the Participant's required beginning date. The required beginning date for a Participant is the first day of April of the calendar year following the calendar year in which the Participant either attains age 70½ or retires, whichever is later. Further, the entire interest of the Participant for whose benefit the Account is maintained must be distributed over the Participant's life or the lives of such Participant and their Designated Beneficiary(ies), or a period certain not extending beyond the Participant's life expectancy or the joint and last survivor expectancy of such Participant and their Designated Beneficiary(ies).
- (d) The minimum amount that must be distributed to the Participant for each Distribution Calendar Year of the Participant is determined under Treasury Regulation 1.401(a)(9)-5, and is referred to as the "required minimum distribution." Except as otherwise provided herein, the required minimum distribution is generally calculated as follows:
  - (1) the required minimum distribution for any Distribution Calendar Year is the Participant's Account value at the close of business on December 31 of the preceding year divided by the distribution period in the Uniform Lifetime Table in Treasury Regulation 1.401(a)(9)-9. However, if the Participant's Designated Beneficiary is their surviving spouse, the required minimum distribution for a Distribution Calendar Year shall not be more than the Participant's Account value at the close of business on December 31 of the preceding year divided by the number in the Joint and Last Survivor Table in Treasury Regulation 1.401(a)(9)-9. The required minimum distribution for a year under this Article IV, Section 5(d)(1) is determined using the Participant's (or, if applicable, the Participant's and spouse's) attained age (or ages) in the year.
  - (2) the required minimum distribution for a year, beginning with the year following the year of the Participant's death (or the year the Participant would have reached age 70½, if applicable under Article IV, Section 4(e)(2)(B) of this Agreement) is the Account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the Single Life Expectancy Table in Treasury Regulation 1.401(a)(9)-9) of the individual specified in Article IV, Sections 4(e)(1) and (e)(2) below.
  - (3) the required minimum distribution for the year before the required beginning date of the Participant can be made as late as that required beginning date. The required minimum distribution for any other year must be made by the end of such year.
- (e) If the Participant dies before their entire interest is distributed to them, the remaining interest will be distributed at least as rapidly as provided in Treasury Regulation 1.401(a)(9)-5, which generally will be as follows:
  - (1) If the Participant dies on or after the Participant's required beginning date and:
    - (A) the Designated Beneficiary is the Participant's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in Article IV, Section 5(e)(1)(C) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in Article IV, Section 5(e)(1)(C) below, over such period.

- (B) the Designated Beneficiary is not the Participant's surviving spouse, the remaining interest will be distributed over the Beneficiary's remaining life expectancy as determined in the year following the death of the Participant and reduced by 1 for each subsequent year, or over the period in Article IV, Section 4(e)(1)(C) below if longer.
  - (C) there is no Designated Beneficiary, the remaining interest will be distributed over the remaining life expectancy of the Participant as determined in the year of the Participant's death and reduced by 1 for each subsequent year.
- (2) If the Participant dies before the Participant's required beginning date, such Participant's entire interest will be distributed at least as rapidly as follows.
- (A) If the Designated Beneficiary is someone other than the Participant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of their birthday in the year following the year of the Participant's death, or, if elected, in accordance with Article IV, Section 5(e)(2)(C) of this Agreement.
  - (B) If the Participant's sole Designated Beneficiary is the Participant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death (or by the end of the calendar year in which the Participant would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with Article IV, Section 5(e)(2)(C) of this Agreement. If the surviving spouse dies before required distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of their birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with Article IV, Section 5(e)(2)(C) of this Agreement. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the option chosen.
  - (C) If there is no Designated Beneficiary, or, if applicable by operation of Article IV, Sections 5(e)(2)(A) or (2)(B) of this Agreement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death (or the spouse's death in the case of the surviving spouse's death before distributions are required to begin under Article IV, Section 5(e)(2)(B) of this Agreement).
  - (D) If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Expectancy Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Expectancy Table corresponding to the Beneficiary's age in the year specified in Article IV, Sections 5(e)(2)(A) or (B) of this Agreement and reduced by one for each subsequent year.

Life expectancy is determined using the Single Life Expectancy Table in Q&A-1 of Treasury Regulation 1.401(a)(9)-9.

For purposes of Article IV, Sections 5(e)(1) and (2) of this Agreement, required distributions are considered to commence on the Participant's required beginning date, or, if applicable, on the date distributions are required to begin to the surviving spouse under Article IV, Section 5(e)(2)(B) of this Agreement.

**(f) Additional requirements include the following:**

- (1) If the Participant participates in two or more 403(b) arrangements, they may satisfy the minimum distribution requirements described above by taking from one 403(b) arrangement the amount required to satisfy the requirement for another in accordance with Treasury Regulation 1.403(b)-6(e)(7).
- (2) Amounts distributed during a calendar year from the Account are part of the minimum required distribution until the total required minimum distribution has been satisfied for that year under Code Section 401(a)(9).
- (3) The Participant acknowledges that it is their sole responsibility to satisfy the required minimum distribution rules. The Participant agrees that the Custodian shall not be liable for any tax or penalty imposed upon the Participant if the Participant fails to receive any required minimum distribution from the Account.
- (4) If the Participant fails to elect a method of distribution by their required beginning date, the Custodian shall have complete and sole discretion to do any one of the following:
  - > make no distribution until the Participant provides a proper withdrawal request;
  - > distribute the Participant's entire interest in a single sum payment; or
  - > distribute the Participant's entire interest over a period certain not extending beyond the Participant's life expectancy or the life expectancy of the Participant and their Beneficiary.

The Custodian will not be liable for any penalties or taxes related to the Participant's failure to take a required minimum distribution.

- (5) The value of the Account for purposes of this Article IV, Section 5 is the prior December 31 balance adjusted to include the amount of any outstanding rollovers and Transfers under Q&As-7 and 8 of Treasury Regulation 1.408-8.



- (6) The special rule in Treasury Regulation 1.408-8, A-5 relating to spousal beneficiaries does not apply to the Account, which means that the surviving spouse is not permitted to treat the Account as the spouse's own 403(b) contract.
- (7) If the Beneficiary payment election described in Article IV, Section 5(e) of this Agreement is not made by December 31 of the year following the year the Participant dies, the Custodian reserves the right to elect, in its complete and sole discretion, to do any one of the following:
  - > make no distribution until the Beneficiary(ies) provides a proper withdrawal request;
  - > distribute the entire Account to the Beneficiary(ies) in a single sum payment;
  - > distribute the entire remaining interest to the Beneficiary(ies) pursuant to the applicable option in Article IV, Sections 4(e)(1) or (2) of this Agreement.

The Custodian will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

## 6. Designation of Beneficiary

The Participant may from time to time designate any person, persons, or entity, as the Beneficiary(ies) of his or her Account. The Beneficiary(ies) shall receive any undistributed assets held in the Account at the time of the Participant's death. This designation can only be made on a form provided by or acceptable to the Custodian, and it will only be effective when it is filed with the Custodian during the Participant's lifetime. Unless otherwise specified, each Beneficiary(ies) designation the Participant files with the Custodian will cancel all previous ones. The consent of a Beneficiary(ies) shall not be required for the Participant to revoke a Beneficiary(ies) designation. If the Participant has designated both primary and contingent Beneficiaries and no primary Beneficiary(ies) survives the Participant, the contingent Beneficiary(ies) shall acquire the designated share of the Participant's Account. Except as otherwise required by ERISA, if there is no Beneficiary(ies) designation on file with the Custodian, or if the designated Beneficiary(ies) has not survived the Participant, the Custodian shall distribute the Custodial Account to the survivors of the Participant in the following order of preference:

- (a) The Participant's surviving spouse, if any.
- (b) The Participant's children, if any, in equal shares per stirpes.
- (c) The Participant's estate.

If the Participant designates more than one primary or or contingent Beneficiary(ies) but does not specify, the percentages to which such Beneficiary(ies) is entitled, payment will be made to the surviving Beneficiary(ies) in equal shares. Unless otherwise designated by the Participant in a form and manner acceptable to the Custodian, if a primary or contingent Beneficiary(ies) designated by the Participant predeceases the Participant, the Account will be divided equally among the surviving Beneficiary(ies). Unless otherwise specified by the Participant in a form and manner acceptable to the Custodian, if there is no primary Beneficiary(ies) living at the time of the Participant's death, payment of the Participant's Account upon his or her death will be made to the surviving contingent Beneficiary(ies) designated by the Participant. Unless otherwise specified in the Participant's Designation of Beneficiary, if a Beneficiary(ies) does not predecease the Participant but dies before receiving his or her entire interest in the Custodial Account, his or her remaining interest in the Custodial Account shall be paid to the Beneficiary(ies) as designated by the deceased Beneficiary. If there is no Beneficiary(ies) designation of the deceased Beneficiary on file with the Custodian, the Custodian shall distribute the Custodial Account to the survivors of the deceased Beneficiary in the following order of preference:

- (a) The deceased Beneficiary's surviving spouse, if any.
- (b) The deceased Beneficiary's children, if any, in equal shares per stirpes.
- (c) The deceased Beneficiary's estate.

If the Custodian is unable to make a distribution to a Participant, a Beneficiary, or other distributee because the Custodian cannot ascertain such distributee's whereabouts by writing to the last known mailing address shown on the Custodian's records, if any, the Custodian may hold the proceeds in a noninterest-bearing account until such funds escheat by operation of law. The Beneficiary(ies) are responsible to ensure that distributions are made in accordance with the provisions of Article IV of this Agreement.

The Custodian may allow, if permitted by state law, an original Beneficiary(ies) (the Beneficiary(ies) who is entitled to receive distribution(s) from an inherited Account at the time of the Participant's death) to name a Successor Beneficiary(ies) for the inherited Account. This designation can only be made on a form provided by or acceptable to the Custodian, and it will only be effective when it is filed with the Custodian during the Participant's Beneficiary's(ies') lifetime. Unless otherwise specified, each Beneficiary designation form that the original Account Beneficiary(ies) files with the Custodian will cancel all previous ones. The consent of a successor Beneficiary(ies) shall not be required for the original Account Beneficiary(ies) to revoke a successor Beneficiary(ies) designation. If the original Account Beneficiary(ies) does not designate a successor Beneficiary(ies), his or her estate will be the successor Beneficiary. In no event shall the successor Beneficiary(ies) be able to extend the distribution period beyond that required for the original Account Beneficiary.

## 7. Distribution of Excess Amounts

If required or permitted by law or regulations, upon the request of the Participant, the Custodian may distribute any excess amount to the Participant, as permitted by Treasury Regulations 1.403(b)-4(f)(3) and (4). Generally, an excess amount is the amount of any contribution made on behalf of the Participant for the Participant's tax year that exceeds the maximum amount allowable as a contribution for such tax year, as described in Article II, Section 5 of this Agreement.

## 8. Eligible Rollover Distributions

This Agreement shall satisfy the requirements of Treasury Regulation 1.403(b)-3(a)(7), including further requirements described in Treasury Regulation 1.403(b)-7(b)(2). Accordingly, at the election of the Participant (or the surviving spouse Beneficiary of the Participant) the Custodian shall pay any eligible rollover distribution to an eligible retirement plan described in Code Section 402(c)(8)(B) (including an individual retirement plan described in Code Section 408, qualified retirement plan under Code Section 401(a) or 403(a), another annuity contract or account described in Code Section 403(b), or an eligible plan under Code Section 457(b) maintained by a government employer) in a direct rollover for the Participant (or Beneficiary). The definition of eligible retirement plan will 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 qualified domestic relations order, as defined in Code Section 414(p). Further, a Beneficiary (including a nonspouse Beneficiary) may directly roll over their portion of any eligible rollover distribution to an inherited individual retirement arrangement (under Code Section 408 or 408A). No amount that is distributed on account of hardship will be an eligible rollover distribution, and the distributee may not elect to have any portion of such a distribution paid directly to an eligible retirement plan.

The Participant (or surviving spouse Beneficiary, former spouse, or non-spouse Beneficiary) who desires such a direct rollover must specify the individual retirement plan, qualified plan, 403(b) plan, or eligible plan under Code Section 457(b) to which the eligible rollover distribution is to be paid, and satisfy such other reasonable requirements as the Custodian may impose.

Special rollover rules apply to Roth Elective Deferrals as specified in Treasury Regulation 1.403(b)-7(b)(2).

## 9. Distributions Pursuant to Qualified Domestic Relations Orders (QDRO) or Other Court Orders

In the case of an Account that is part of an "employee pension benefit plan" (as defined in ERISA), nothing in this Agreement shall prohibit distribution to any person in accordance with the terms of a QDRO as defined in Section 206(d) of ERISA. The Custodian will make payments in accordance with an apparently valid order or judgment of a court binding on the Custodian. The Participant will be responsible to direct the Custodian whether or not the Participant will contest, defend against, or appeal any such order or judgment, subject to Article V, Sections 5 and 6 of this Agreement. Notwithstanding the foregoing, in the case of an Account maintained pursuant to a plan that is subject to ERISA, the plan administrator shall have sole responsibility to determine whether a domestic relations order is a QDRO as defined in Section 206(d) of ERISA.

## ARTICLE V – ADMINISTRATION

### 1. No Investment Discretion

The Custodian shall have no discretion to direct any investment of an Account, and is merely authorized to acquire and hold the particular investments specified by the Participant or the agent or attorney in fact as described in Article III, Section 1(c) of this Agreement. The Custodian will not act as an investment advisor or counselor to a Participant and will not advise a Participant or offer any opinion or judgment on any matter pertaining to the nature, value, potential value, or suitability or any investment or potential investment by a Participant. The Custodian, however, shall direct uninvested cash (subject to certain required minimums) in an Account to the Pershing Government Account, Pershing Prime Reserves, or in shares of a money market of a regulated investment company as directed by the Plan.

### 2. Administrative Powers

The Custodian may hold any securities acquired hereunder in the name of the Custodian without qualification or description or in the name of any nominee. Pursuant to the Participant's direction, the Custodian shall have the following powers and authority with respect to the administration of each account:

- (a) To invest and reinvest the assets of the Account without any duty to diversify and without regard to whether such investment is authorized by the laws of any jurisdiction for fiduciary investments.
- (b) To exercise or sell options, conversion privileges, or rights to subscribe for additional securities and to make payments therefor.
- (c) To consent to or participate in dissolutions, reorganizations, consolidations, merges, sales, leases, mortgages, transfers, or other changes affecting securities held by the Custodian.
- (d) To make, execute, and deliver as Custodian any and all contracts, waivers, releases, or other instruments in writing necessary or proper for the exercise of any of the foregoing powers.

### 3. Duties of the Custodian

The Custodian shall have the following obligations and responsibilities:

- (a) to hold contributions received by it in the Account, invest such contributions pursuant to the Participant's instructions and distribute Account assets pursuant to this Agreement;
- (b) to register any property held by it in its own name, or in nominal bearer form, that will pass delivery;
- (c) to maintain records of all relevant information as may be necessary for the proper administration of the Account and such other data information as may be necessary;
- (d) to allocate earnings, if any, realized from such contributions; and
- (e) to file such returns, reports and other information with the Internal Revenue Service and other government agencies as may be required of the Custodian under applicable laws and regulations.

#### **4. Records and Reports**

The Custodian shall keep accurate records of all contributions, receipts, investments, distributions, disbursements, and all other transactions of the Account. Within 120 days (or such other deadline imposed by applicable law) after the close of each calendar year (or after a distribution or transfer of a Participant's Account or upon the Custodian's resignation or removal), the Custodian shall file with the Participant a written report (which may consist of copies of the Custodian's regularly issued Account statements) reflecting all transactions affecting the Account for the period in question and including a statement of the assets in the Account and their fair market values. Unless the Participant files a written statement of exceptions or objections to the report with the Custodian within sixty (60) days after mailing of the report, the Participant shall be deemed to have approved such report and the Custodian shall be released from all liability to anyone (including any Participant's spouse or Beneficiary) with respect to all matters set forth in the report. No person other than a Participant, the spouse of a Participant, or Beneficiary may require an accounting.

#### **5. Right to Request Judicial Assistance**

The Custodian shall have the right at any time to apply to a court of competent jurisdiction for judicial settlement of its accounts or for determination of any questions of construction, which may arise, or for instructions. The only necessary party defendant to any such action shall be the Participant, but the Custodian may join any other person or persons as a party defendant. The cost, including attorneys' fees, of any such proceeding shall be charged as an administrative expense under Article VII, Section 1 of this Agreement.

#### **6. Scope of Custodian's Duties and Liability**

The Custodian shall only have the duties that are specifically set forth in this Agreement. The Custodian shall have no duty to ascertain whether contributions or distributions comply with the Agreement or the Code. The Custodian shall not make any investment or dispose of any investment held in an Account, except upon the direction of the Participant or in accordance with Article IX, Section 4 of this Agreement. The Custodian shall not question any such directions of the Participant, or the Participant's agent or attorney in fact as described in Article III, Section 1(c) of this Agreement, review any securities or other property held in an Account, or make suggestions to the Participant with respect to the investment, retention, or disposition of any assets held in an Account. The Custodian shall not be liable for any loss of any kind which may result from any action taken by it in accordance with the directions of the Participant or his or her designated agent or attorney in fact or from the failure to act because of the absence of any such directions. The Custodian shall not be responsible for determining whether any contribution or rollover contribution satisfies the requirements of the Code. The Custodian shall not be liable for any taxes or interest thereon or penalties incurred by the Participant in connection with any Account or in connection with any contribution to or distribution from the Account. The Custodian is entitled to act upon any instrument, certificate, or form it believes is genuine and believes is signed or presented by the proper person or persons, and the Custodian need not investigate or inquire as to any statement contained in such document but may accept it as true and accurate. The Custodian shall not be obligated or expected to commence or defend any legal action or proceeding in connection with this Agreement unless agreed upon by the Custodian and Participant, and unless fully indemnified for so doing to the satisfaction of the Custodian.

#### **7. Indemnification of Custodian**

The Participant acknowledges and agrees that nothing in this Agreement shall be construed as conferring fiduciary status upon the Custodian. The Custodian shall not be required to perform any additional services unless specifically agreed to under the terms and conditions of this Agreement, or as required under the Code and the regulations promulgated thereunder with respect to 403(b) plans. The Participant agrees to indemnify and hold the Custodian harmless for any and all claims, actions, proceedings, damages, judgments, liabilities, costs and expenses, including attorneys' fees, arising from, or in connection with this Agreement, including any loss of tax exempt status as a result of the direction by a Participant to the Custodian to purchase securities not described in Article III, Section 1 or the purported attempt by a Participant to transfer any securities not described in Article III, Section 1 to the Account.

#### **8. Custodian's Fees and Expenses**

The Custodian has the right to charge an annual service fee or other designated fees (e.g., a Transfer or rollover fee) for maintaining the Participant's Account. In addition, the Custodian has the right to be reimbursed for all reasonable expenses, including legal expenses, it incurs in connection with the administration of the Participant's Account. The Custodian may charge the Participant separately for any fees or expenses, or it may deduct the amount of the fees or expenses from the assets in the Participant's Account at its discretion. The Custodian reserves the right to charge any additional fee upon thirty (30) days notice to the Participant that the fee will be effective.

Any brokerage commission attributable to the assets in the Participant's Account will be charged to their Account. The Participant cannot reimburse their Account for those commissions.

#### **9. Commissions**

Any brokerage commission attributable to the assets in the Participant's Account will be charged to his or her Account. The Participant cannot reimburse his or her Account for those commissions.

## ARTICLE VI – AMENDMENT AND TERMINATION

### 1. Amendment of Agreement

By completion and submission of an executed Agreement, the Participant delegates to the Custodian all authority to amend this Agreement by written notification from the Custodian to the Participant as to any term hereof, at any time (including retroactively) to the extent necessary to satisfy the requirements of Code Section 403(b)(7) (or related regulations). Any amendment the Custodian makes to comply with the Code and related regulations does not require the Participant's consent. The Custodian may also amend this Agreement to the extent necessary or appropriate to permit the efficient administration of the Account. The Participant will be deemed to have consented to such amendment unless, within thirty (30) days from the date the Custodian mails the amendment, the Participant notifies the Custodian in writing that he or she does not consent. No amendment shall be made that may operate to disqualify the Account under Code Section 403(b)(7).

### 2. Termination by Participant

The Participant reserves the right to terminate this Agreement by withdrawing all assets from the Account or by causing the transfer of all Account assets to another 403(b) arrangement.

### 3. Resignation or Removal of Custodian

The Custodian may resign as Custodian of any Participant's Account upon thirty (30) days written notice to the Participant. The Participant may remove a Custodian upon thirty (30) days prior written notice. Upon such resignation or removal, a successor Custodian shall be named. Upon designation of a successor Custodian, the Custodian shall transfer the assets held pursuant to the terms of this Agreement to the successor Custodian. The Custodian may retain a portion of the assets to the extent necessary to cover reasonable administrative fees and expenses.

Where the Custodian is serving as a nonbank custodian pursuant to Treasury Regulation 1.408-2(e), the Participant will appoint a successor Custodian upon notification by the Commissioner of the Internal Revenue Service that such substitution is required because the Custodian has failed to comply with the requirements of Treasury Regulation 1.408-2(e) or is not keeping such records or making such returns or rendering such statements as are required by forms or regulations.

### 4. Successor Custodian

If the Custodian changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if the Custodian (or any portion that includes the Participant's Account) is bought by another organization, that organization (or agency) shall automatically become the Custodian of the Account, but only if it is the type of organization authorized to serve as a Custodian of a 403(b) arrangement.

### 5. Plan Termination

The Employer may elect to terminate the Plan at any time. In the event of a Plan termination, any distributions under this Custodial Agreement must be made in a manner consistent with the requirements of Treasury Regulation Section 1.403(b)-10(a).

## ARTICLE VII – FEES, EXPENSES, AND INDEBTEDNESS

### 1. Fees, Expenses, and Indebtedness

- (a) **Compensation of the Custodian.** The Custodian shall be entitled to such reasonable fees for its services hereunder as shall be agreed upon from time to time in writing between the Custodian and the Participant and to reimbursement for all reasonable expenses incurred in the management of the Account.
- (b) **Payment and Deduction of Fees and Expenses.** Periodic custodial maintenance and related fees and expenses of the Custodian shall be due and payable upon notification to the Participant for services rendered by the Custodian. The Custodian may deduct from and charge against an Account all reasonable fees, charges, and expenses, when incurred, in the management of the Account which have not been timely paid by the Participant, or, as directed in writing by the Participant, charged against another account over which the Participant has investment authority. Upon the termination or Transfer of any Account, appropriate fees and expenses shall be charged against the Account unless paid, or as directed by the Participant, charged against another account over which the Participant has investment authority. The Custodian may allocate such fees, charges, and expenses among the separate Accounts at such time or times and in such manner as the Custodian, in its reasonable discretion, determines. Brokerage fees shall be payable in accordance with the Custodian's usual practice.
- (c) **Brokerage Commissions.** The Account will be charged brokerage commissions and other securities transaction—related charges for the transactions in the Custodial Account in accordance with the Custodian's usual practice.
- (d) **Indebtedness.** The Participant shall pay any debit balance or other obligation to the Custodian on demand.

## ARTICLE VIII – LOANS TO PARTICIPANTS

### 1. General Rules

Loans to Participants are permitted if authorized by the Plan Sponsor (Employer) and allowed under the Employer Plan, so long as the loan meets the requirements of Treasury Regulation Section 1.72(p)-1 and Section 1.403(b)-6(f) of the Regulations. If permitted, a Participant may borrow from his or her Account subject to the Plan rules:

- (a) The Participant shall provide to the Custodian a promissory note and amortization schedule on a form provided by or acceptable to the Custodian and approved by the Plan Sponsor.
- (b) Loans shall be made available by the Employer to all Participants on a reasonably equivalent basis.
- (c) Loans shall not be made available by the Employer to highly compensated employees (as defined in Code Section 414(q)) in an amount greater than the amount made available to other Employees.
- (d) Loans must be adequately secured. Although it is the intention that loans to Participants shall be repaid, the collateral for each loan shall be the assignment of the Participant's right, title and interest in and up to fifty percent (50%) of the Participant's Account, and such other security as the Custodian may require.
- (e) Each loan must bear interest at a reasonable rate determined by the Employer taking into account interest rates being charged at the time of the loan. There shall be no discrimination among Participants in the matter of interest rates, but loans granted at different times may bear different interest rates and terms if the differences are justified by changes in the general economic condition.
- (f) No Participant loan shall exceed the present value of the Participant's vested interest in their Account.
- (g) Consistent with the definition of Participant in Article I, Section 13 this Agreement, loans shall not be made available to former employees and beneficiaries.
- (h) In the event of a default, foreclosure on the note and attachment of security will not occur until a distributable event occurs under the Agreement.
- (i) The Custodian shall not have any duty to determine whether a loan meets the requirements of this Article VIII, Section 1 or any other requirements of the Code or related rules or regulations, and shall not be liable to the Participant or any Employer for any failure of the loan to meet such requirements. The Custodian shall have no duty to determine whether any loan is in default.

If the Account is subject to the terms of the Employee Retirement Income Security Act of 1974 (ERISA), the Participant must obtain the consent of his or her spouse, if any, to the use of the Account as security for the loan. Spousal consent shall be obtained no earlier than the beginning of the ninety (90) day period that ends on the date on which the loan is to be so secured. The consent must be in writing, must acknowledge the effect of the loan, and must be witnessed by a notary public. Such consent shall thereafter be binding with respect to the consenting spouse or any subsequent spouse with respect to the loan. A new consent shall be required if the account balance is used for renegotiation, extension, renewal, or other revision of the loan. The Participant acknowledges that failure to repay the loan in the manner prescribed may result in the immediate taxability of the loan amount.

### 2. Participant Loan Limit

No loan to any Participant can be made to the extent that such loan, when added to the outstanding balance of all other loans to the Participant, would exceed the lesser of (a) \$50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one-year period ending on the day before the loan is made, over the outstanding balance of loans on the date the loan is made, or (b) one-half of the present value of the vested interest of the Participant in their Account. This limit shall apply in the aggregate to all Accounts or annuity contracts established under Code Section 403(b) by the Participant's Employer on behalf of the Participant.

### 3. Repayment Term

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 that within a reasonable time will be used as the principal residence of the Participant.

## ARTICLE IX – MISCELLANEOUS

### 1. Applicable Law

This Agreement is established with the intention that it qualifies as a Custodial Account under Code Section 403(b)(7), and that contributions to the same be treated accordingly. This Agreement shall be governed by and interpreted under the laws of the State of New York, except to the extent such laws are superseded by applicable federal and state laws and regulations. If it is necessary to apply any state law to interpret and administer this Agreement, the law of the Custodian's domicile shall govern. If any provision of this Agreement shall for any reason be deemed invalid or unenforceable, the remaining provisions shall, nevertheless, continue in full force and effect, and shall not be invalidated. Neither the Participant's nor the Custodian's failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions, or the Participant's right or the Custodian's right thereafter to enforce each and every such provision.

## 2. **Nonalienation**

Subject to Article IX, Section 7 of the Agreement below, the assets of the Participant in their Account shall not be subject to alienation, assignment, trustee process, garnishment, attachment, execution or levy of any kind, nor shall such assets be subject to the claims of the Participant's creditors.

## 3. **Terms of Employment**

Neither the fact of the implementation of this Agreement nor the fact that an Employee has become a Participant, shall give to such Employee any right to continued employment; nor shall either fact limit the right of the Participant's Employer to discharge or to deal otherwise with an Employee without regard to the effect such treatment may have upon the Employee's rights as a Participant under this Agreement.

## 4. **Liquidation of Assets**

If the Custodian must liquidate assets in order to make distributions, transfer assets, or pay fees, expenses, or taxes assessed against a Participant's Account and the Participant fails to instruct the Custodian as to the liquidation of such assets, assets will be liquidated in the following order to the extent held in the Account: (a) any shares of a money market fund or money market type fund, (b) shares of any regulated investment company held in the Account.

## 5. **Liquidation of Impermissible Investments**

In the event the Account is invested in assets other than stock of a regulated investment company, such investment will result in an impermissible investment. Upon the Custodian's discovery or notification of an impermissible investment, the Participant hereby directs the Participant's financial professional and/or the Custodian to liquidate such investment(s) and invest the proceeds of sales in the Pershing Government Account, Pershing Prime Reserves, or in shares of a money market of a regulated investment company as directed by the Plan, until otherwise invested by the Participant.

## 6. **Notices and Change of Address**

Any required notice regarding this Account will be considered effective when the Custodian sends it to the intended recipient at the last address that it has in its records. Any notice to be given to the Custodian will be considered effective when the Custodian actually receives it. The Participant or the intended recipient must notify the Custodian of any change of address.

## 7. **Restrictions on the Fund**

The assets in the Participant's Account shall not be responsible for the debts, contracts or torts of any person entitled to distributions under this Agreement.

## 8. **Matters Relating to Divorce**

Upon receipt of a domestic relations order, the Custodian may retain an independent third party to determine whether the order is a qualified domestic relations order pursuant to Code Section 414(p). Distributions may be made pursuant to such an order.

## 9. **Coordination With Plan**

If any terms of the Plan and the Agreement conflict, the terms of the Plan shall govern.

## 10. **Nontransferability**

The Agreement is not transferable. This requirement shall not apply to an Agreement entered into before January 1, 1963.

## 11. **Death Benefits and Other Incidental Benefits**

The Agreement shall satisfy the incidental benefit requirement of Treasury Regulation 1.401-1(b)(1)(ii) (in form or in operation) as described in Treasury Regulation 1.403(b)-6(g).

## 12. **Representations and Responsibilities**

The Participant represents and warrants to the Custodian that any information they have given or will give the Custodian with respect to this Agreement is complete and accurate. Further, the Participant agrees that any directions they give the Custodian, or action the Participant takes will be proper under this Agreement, and that the Custodian is entitled to rely upon any such information or directions. If the Custodian fails to receive directions from the Participant regarding any transaction, or if the Custodian receives ambiguous directions regarding any transaction, or the Custodian, in good faith, believes that any transaction requested is in dispute, it reserves the right to take no action until further clarification acceptable to the Custodian is received from the Participant or the appropriate government or judicial authority. The Custodian shall not be responsible for losses of any kind that may result from the Participant's directions to the Custodian or the Participant's actions or failures to act, and the Participant agrees to reimburse the Custodian for any loss the Custodian may incur as a result of such directions, actions or failures to act. The Custodian shall not be responsible for any penalties, taxes, judgments or expenses the Participant incurs in connection with the Participant's Account. The Custodian has no duty to determine whether the Participant contributions or distributions comply with the Code, regulations, rulings or this Agreement. The Custodian may permit the Participant to appoint, through written notice acceptable to the Custodian, an authorized agent to act on their behalf with respect to this Agreement (e.g., attorney-in-fact, executor, administrator, investment manager); however, the Custodian has no duty to determine the validity of such appointment or any instrument appointing such authorized agent. The Custodian shall not be responsible for losses of any kind that may result from directions, actions or failures to act by the Participant's authorized agent, and the Participant agrees to reimburse the Custodian for any loss it may incur as a result of such directions, actions or failures to act by the Participant's authorized agent.

The Participant will have sixty (60) days after he or she receives any documents, statements or other information from the Custodian to notify the Custodian in writing of any errors or inaccuracies reflected in these documents, statements or other information. If the Participant does not notify the Custodian within sixty (60) days, the documents, statements or other information shall be deemed correct and accurate, and the Custodian shall have no further liability or obligation for such documents, statements, other information or the transactions described therein.

To the extent written instructions or notices are required under this Agreement, the Custodian may accept or provide such information in any other form permitted by the Code or applicable regulations.

### 13. Duties of the Participant

The Participant shall prepare and file with the Internal Revenue Service and/or other appropriate governmental agency, such returns, forms and other information as may be required of the Participant which relate to the Account. The Participant shall bear responsibility for executing a Salary Deferral Agreement with the Employer in order to designate contributions to be directed to the Participant's Account. The Participant is responsible for contacting the Employer to determine if there are any restrictions or rules to which he or she also must adhere in addition to this Custodial Agreement.

The Participant shall release, indemnify and hold harmless, the Custodian and its agents, employees, directors, officers, successors, and assigns, from any and all liability which may arise in connection with (i) this Agreement (except the obligations to perform the duties specifically required of the Custodian hereunder); (ii) any agreement between the Custodian and the Employer; or (iii) any actions by the Custodian or its agent(s) taken with respect to the Account upon instructions believed to be genuine.

### 14. Exclusive Benefit

The assets held in the Account cannot be used for, or diverted to, purposes other than for the exclusive benefit of the Participant or the Participant's Beneficiary (assets are treated as diverted to the Participant's Employer if that Employer borrows assets from the Account).

## ARTICLE X – ARBITRATION DISCLOSURES

### ARBITRATION DISCLOSURES:

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- > ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.
- > ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
- > THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
- > THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD, UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.
- > THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- > THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
- > THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

### ARBITRATION AGREEMENT

ANY CONTROVERSY BETWEEN YOU AND US SHALL BE SUBMITTED TO ARBITRATION BEFORE THE FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA).

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL; (I) THE CLASS CERTIFICATION IS DENIED; (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

THE LAWS OF THE STATE OF NEW YORK GOVERN.

Pershing LLC, a subsidiary of The Bank of New York Mellon Corporation.  
Member FINRA, NYSE, SIPC. Trademark(s) belong to their respective owners.

# 403(b)(7) CUSTODIAN ADOPTION AGREEMENT

## I. ACCOUNT INFORMATION (This Adoption Agreement may only be used in conjunction with the 403(b)(7) Custodial Account Agreement stipulated by the Custodian.)

If this account is subject to the terms of the Employee Retirement Income Security Act of 1974 (ERISA), check here:

(If you are not sure if this account is subject to the terms of ERISA, ask your employer. If checked, you must submit a separate Beneficiary Designation Form in addition to this Adoption Agreement.)

I hereby designate \_\_\_\_\_ as the financial organization

ACCOUNT NUMBER: 

--	--	--	--

 - 

--	--	--	--	--	--

 -1- 

--	--

  
OFFICE ACCOUNT RR

## II. PARTICIPANT INFORMATION

NAME: \_\_\_\_\_ GENDER:  M  F DATE OF BIRTH: 

--	--

 / 

--	--

 / 

--	--	--	--

MAILING ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_ SOCIAL SECURITY NUMBER: 

--	--	--

 - 

--	--

 - 

--	--	--	--

## III. EMPLOYER INFORMATION

EMPLOYER NAME: \_\_\_\_\_

EMPLOYER MAILING ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

EMPLOYER TELEPHONE: ( ) \_\_\_\_\_

## IV. UNINVESTED CASH

The Participant authorizes any uninvested cash in the Account to be invested in shares of a money market of a regulated investment company as further described in the 403(b)(7) Custodial Account Agreement. Any such investment of idle cash is made pursuant to a prospectus or other offering document, which the Participant should obtain from his or her financial organization.<sup>1</sup>

<sup>1</sup> For more complete information about the money market fund, including charges and expenses, request a prospectus from your financial organization. Read it carefully before you invest.

## V. BENEFICIARY DESIGNATIONS

This section is for non-ERISA accounts only. ERISA Participants must complete a separate Beneficiary Designation Form.

**MARITAL STATUS:**  Single  Married (NOTE: Spousal consent may be required. See below.)

**The following shall be my Beneficiary or Beneficiaries of this account.** If I designate more than one primary or contingent Beneficiary, but do not specify the percentages to which such Beneficiary or Beneficiaries are entitled, payment will be made to the surviving Beneficiary or Beneficiaries in equal shares.

**Note:** For specific beneficiary provisions, please refer to the applicable sections of the Custodial Account Agreement.

PRIMARY BENEFICIARIES						
NAME	GENDER M/F	RELATIONSHIP	DATE OF BIRTH	SOCIAL SECURITY NUMBER	ADDRESS	PERCENTAGE
CONTINGENT BENEFICIARIES (Secondary Beneficiaries will be paid only if all primary Beneficiaries do not survive the Participant.)						
NAME	GENDER M/F	RELATIONSHIP	DATE OF BIRTH	SOCIAL SECURITY NUMBER	ADDRESS	PERCENTAGE



ADOP  
QRPB-403B7-ADOP-11-11



**VI. SPOUSAL CONSENT (For use in community or marital property states including: AZ, CA, ID, LA, NV, NM, TX, WA, WI)**

If you are married, reside in a community property or marital property state, and designate someone other than your spouse as your sole, primary Beneficiary, your spouse must sign this form below. In addition, if required in your state, the form must be signed in the presence of a Notary Public. I am the spouse of the above-named account holder. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. Due to the important tax consequences of giving up my interest in this account, I have been advised to see a tax professional. I hereby give the account holder any interest I have in the funds or property deposited in this account and consent to the Beneficiary designation(s) indicated above. I assume full responsibility for any adverse consequences that may result. No tax or legal advice was given to me by the Custodian.

SIGNATURE OF SPOUSE: (Required in community or marital property states)

DATE:

PRINT NAME:

Spousal consent for ERISA accounts: If this Custodial Account is government by ERISA and you are married, you must submit a Beneficiary Designation Form in addition to this Adoption Agreement before we can establish your account. If on the Beneficiary Designation Form you name someone other than your spouse as your sole, primary Beneficiary, or select a method of distribution of death benefits other than a Joint and Survivor Annuity or Pre-Retirement Survivor Annuity, your spouse must consent by signing the Beneficiary Designation Form. The Participant understands that Pershing LLC takes no responsibility for advising Participants on the rules regarding beneficiary designations or death distributions. The Participant agrees to indemnify and hold harmless Pershing LLC against adverse consequences of beneficiary designations and methods of forms of distribution of death benefits.

**VII. CERTIFICATION**

I understand the eligibility requirement for the type of 403(b)(7) Custodial Account deposits I make and I state that I qualify to make the deposit. I have received a copy of the Pershing LLC 403(b)(7) Custodial Account Agreement. I understand that the terms and conditions which apply to this account are contained in this Pershing LLC 403(b)(7) Custodial Account Agreement. I agree to be bound by those terms and conditions. If I elect to make a rollover contribution to this account, I hereby certify that I understand the rollover rules and conditions as they pertain to this account and I have met the requirements for making a rollover. Due to the important tax consequences of rolling over funds or property, I have been advised to consult with a tax professional. All information provided by me is true and correct and may be relied upon by the Custodian. I assume full responsibility for establishing this account and for rollover transactions and will not hold the Custodian liable for any adverse consequences that may result. I hereby irrevocably designate the rollover of funds or other property as rollover contributions. I HEREBY ADOPT THE PERSHING LLC 403(b)(7) Custodial Account Agreement. I AGREE THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE, WHICH IS LOCATED AT ARTICLE X ON PAGE 14 IN THIS AGREEMENT.

PARTICIPANT OR GUARDIAN SIGNATURE

DATE:

PRINT NAME:

REQUIRED APPROVALS OF THE FINANCIAL ORGANIZATION (Please forward to your financial organization for approval)

Investment Professional Signature (If applicable)

Date

Operations Manager Signature

Date

ACCOUNT NUMBER:    -

# 403(B) INFORMATION SHARING AGREEMENT

Name of Employer \_\_\_\_\_ (“Employer”)

Pursuant to the Income Tax Regulations section 1.401-12(n), the Internal Revenue Service (the “IRS”) has approved Pershing LLC (the “Custodian”) to act as a non bank custodian for accounts described in sections 403(b)(7) of the Internal Revenue Code (the “Code”). In that capacity, the Custodian performs passive custodial duties. It has no discretion to direct any investments of a custodial account. The Custodian keeps records of all contributions, receipts, investments, distributions, disbursements and all other transactions occurring in the custodial account and performs distribution tax reporting to the IRS as required.

Pursuant to this agreement and any other associated agreements or contracts, the Custodian is accepting an exchange of assets from another 403(b) contract/custodial account within the Employer’s 403(b) plan.

## I. EMPLOYER REPRESENTATIONS TO CUSTODIAN

The Employer represents to the Custodian that the Employer maintains (or will maintain on or before January 1, 2009, or such later compliance date as may be established) a written plan complying with the regulations under section 403(b) of the Code, and that among other things, the written plan provides for the exchange.

The Employer represents to the Custodian that the distribution restrictions imposed under the receiving contract/custodial account are not less stringent than those imposed under the transferor contract.

The Employer represents to the Custodian that the accumulated benefit under the receiving contract/custodial account immediately after the exchange is at least equal to the accumulated benefit under the transferor contract immediately prior to the exchange.

The Employer represents to the Custodian that it will notify the Custodian promptly in writing in the event that it ceases to be an eligible employer under Code section 403(b) or to maintain the plan.

The Employer represents that its 403(b) arrangement [  is or  is not ] (Please check one) subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and will notify the Custodian immediately if this representation ceases to be true.

## II. INFORMATION SHARING BETWEEN EMPLOYER AND CUSTODIAN

The Employer and Custodian, agree to, from time to time in the future, provide each other with the following information:

- Information necessary for the resulting contract/custodial account, or any other contract/custodial account to which contributions have been made by the Employer, to satisfy Code section 403(b), including information concerning the participant’s employment and information that takes into account other Code section 403(b) contracts/custodial accounts or qualified employer plans (such as whether a severance from employment has occurred for purposes of the distribution restrictions in Treasury Regulation section 1.403(b)-6 and whether the hardship withdrawal rules of Treasury Regulation section 1.403(b)-6(d)(2) are satisfied.)
- Information necessary for the resulting contract/custodial account, or any other contract/custodial account to which contributions have been made by the Employer, to satisfy other tax requirements (such as whether a plan loan satisfies the conditions in Code section 72(p)(2) so that the loan is not a deemed distribution under Code section 72(p)(1)).
- Information regarding the participant’s basis under Code section 72 in the amount rolled over, in the event an eligible rollover distribution is received that includes after-tax employee contributions or designated Roth contributions.
- Any other information necessary to ensure compliance with applicable laws and regulations.

## III. GENERAL PROVISIONS

If permissible under applicable laws and regulations, the Custodian reserves the right to delegate and/or assign its obligations under this agreement to any third party record-keepers of its choice without prior consent or notice to the Employer.

This agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Employer and the Custodian.

This agreement shall be governed by and construed in accordance with the internal laws of the State of New York, and any applicable US Treasury Regulations.

\_\_\_\_\_  
Name of Authorized Representative of Employer

\_\_\_\_\_  
Signature of Authorized Representative of Employer

Robert Cirrotti

\_\_\_\_\_  
Name of Authorized Representative of Custodian

*Robert Cirrotti*  
\_\_\_\_\_  
Signature of Authorized Representative of Custodian

\_\_\_\_\_  
Date

7/19/10  
\_\_\_\_\_  
Date

