

To establish a new participant account, it is important to adhere to the procedure listed below:

- STEP 1** Employee Information: ALL information is required. Please include a valid email address to which Pentegra can send important account information.
- STEP 2** Employer Information: ALL information is required.
- STEP 3** Your Investment Choices: Include the ticker symbol, fund name and allocation percentages. If you are working with a Financial Advisor, discuss share class choices with your advisor. Examples of invalid share classes include: closed funds by the Fund Family (e.g. American Funds, B & C share classes) or Fund minimums for certain institutional share classes (e.g. Vanguard Admiral shares).
- STEP 4** Beneficiary Designations: If your spouse is not your Primary beneficiary, please have your spouse sign in the designated area and have the form notarized or signed by a Plan Representative or notarized.
- STEP 5** Fees: Please read the fee disclosure. You or your Financial Advisor should complete the percentage of Advisory and Custodial fees. Advisory fees are not applicable for self-directed participant accounts. These fees will be collected pro rata on a monthly basis, in arrears.
- STEP 6** Designation of Financial Advisor: Please read the powers you give your Financial Advisor. Your Financial Advisor should complete and sign in the designated area.
- STEP 7** Acknowledgements, Authorization & Signature: Please read, acknowledge and sign in the designated area.
- STEP 8** Individual Account Identity Verification: Please have a Plan Representative or your Financial Advisor certify that he/she have reviewed your identification. This is required by Federal Law.

Please review the above before you submit your enrollment form.

You may fax the completed enrollment form to 914.821.9582.

**The originals must be mailed to:**

Pentegra Trust Company  
c/o Pentegra Retirement Services  
ATTN: 403(b) Services  
108 Corporate Park Drive  
White Plains, NY 10604-3805

For Customer Service, please contact 866.634.5873.

Thank you,  
Pentegra Trust Company

**STEP 1 Employee Information**

First Name Last Name M.I.

Address (Street Address only. P.O. Box not accepted) Apartment/Suite

City State Zip

Daytime Phone Number Evening Phone Number Email Address \* REQUIRED

-  -   Single  Married    
 Social Security Number Marital Status Date of Birth (month/day/year) Date of Hire \* REQUIRED (month/day/year)

**STEP 2 Employer Information**

Employer Name

Contact Name Title Phone Number

**STEP 3 OPTION 1: Your Investment Fund Selections**

Select this option if you are making your own investment selections.

Ticker Symbol	Investment Name	Allocation %
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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Your total must equal 100% **TOTAL**

**STEP 3      OPTION 2: Investment Strategist Product – Model Portfolio**

If your plan allows, you, or if applicable the Financial Advisor you selected in Step 5 below, may select to have the investments in your account allocated in accordance with a model portfolio product provided by an authorized Investment Strategist ("IS"). You may select only one model. If you designate a Financial Advisor in Step 5 below, the fee listed on the Investment Strategist Product Disclosure page of this form for use of this IS product is included in your Investment Advisory Annual Account Fee. If you DO NOT designate a Financial Advisor, the fee listed on the Investment Strategist Product Disclosure page of this form for use of this IS product will be deducted directly from your account.

**Investment Strategist Name:**

**Model Portfolio Name:**

**STEP 4      Fees**

Investment Advisory Annual Account Fee (applicable if Financial Advisor is designated below):	%
Custodial Annual Account Fee:	%
First \$500,000 ----- 0.30% (30 bps)	
Over \$500,000 ----- 0.20% (20 bps)	
<b>TOTAL</b>	<b>%</b>
Annual Account Maintenance Fee:	\$25
Investment Strategist Product Fee (applicable only if Option 2 of Step 3 is selected and a Financial Advisor is NOT designated below):	See IS Disclosure Page
Loan Origination Fee:	\$50
Quarterly Recordkeeping Fee:	No Charge
Transaction, Exchanges & Distributions in Cash:	No Charge
Distributions In-Kind:	\$50/fund

**STEP 5      Designation of Financial Advisor, if applicable**

<input type="text"/>		<input type="text"/>
Representative Name		Rep ID Number
<input type="text"/>		<input type="text"/>
Firm Name		Firm SEC Number
<input type="text"/>		<input type="text"/>
Address		Suite/Bldg
<input type="text"/>	<input type="text"/>	<input type="text"/>
City	State	Zip
<input type="text"/>	<input type="text"/>	<input type="text"/>
Phone Number	Fax Number	Email Address

The Advisor whose signature appears below may or may not make discretionary decisions relating to mutual fund investments held in this Custodial Account. The Employee agreement with the Advisor will address the Advisor's authority to make investment decisions. The actions of the Advisor have the same force and effect as those of the Employee with respect to such transactions in the Custodial Account. You hereby agree to indemnify the Advisor and hold the Advisor harmless against any liability, loss or expense incurred by the Advisor as a result of, or in any way connected or related to, the Custodial Account, any transaction in the Custodial Account, or any instructions or lack of instructions concerning or relating to the Custodial Account. You also agree to hold Pentegra Trust Company("PTC") harmless and free from all liability for following these instructions. This authorization will remain in full force and effect until PTC has received written notification from you of its termination.

*The Advisor is a Registered Investment Advisor and using the registration in a professional sales, trading or customer service capacity.*

➤        /  /

DATE (MONTH / DAY / YEAR)

**STEP 6**

**Beneficiary Designations**

You hereby designate the individual(s) named below as your Primary beneficiary(ies) of this Custodial Account in the percentages indicated and revoke any prior beneficiary(ies) designated. If any Primary beneficiary(ies) dies before you, your interest and the interest of any heirs shall terminate, that interest being divided among the remaining Primary beneficiary(ies). You reserve the right to change your beneficiary(ies) at any time by filing another designation with PTC, which designation will be effective upon receipt by PTC. **You understand that, if married and have designated a beneficiary other than your spouse, such designation requires the written consent of the spouse.** Attach additional forms if more than three beneficiaries are designated. If Contingent beneficiary(ies) are designated, such designation(s) are effective only if no Primary beneficiary(ies) survive after your death.

- I am married and I name my spouse as sole primary beneficiary.
- I am married and I designate the following primary beneficiary(ies) or survivor(s) among them living at my death. **My spouse has given his/her consent to the following designation(s) as indicated by his/her signature below.**
- I am not married and I designate the following primary beneficiary(ies) or survivor(s) among them living at my death. I understand that if I am married at the time of my death, the following beneficiary designation shall be **invalid** and any death benefit will be paid to my surviving spouse, **unless my spouse gives written consent to this beneficiary designation prior to payment.**

Primary  Contingent

Beneficiary's Name (first, middle, last) or Entity Name

Address, City, State, Zip

Daytime Phone Number Evening Phone Number Email Address

Social Security Number Date of Birth Percentage Share (%) Relationship to Employee

Primary  Contingent

Beneficiary's Name (first, middle, last) or Entity Name

Address, City, State, Zip

Daytime Phone Number Evening Phone Number Email Address

Social Security Number Date of Birth Percentage Share (%) Relationship to Employee

Primary  Contingent

Beneficiary's Name (first, middle, last) or Entity Name

Address, City, State, Zip

Daytime Phone Number Evening Phone Number Email Address

Social Security Number Date of Birth Percentage Share (%) Relationship to Employee

**SPOUSAL CONSENT: Must be completed if you are married and designates a beneficiary other than your spouse. The spouse's signature must be witnessed by either (1) an authorized representative of the plan or (2) a Notary Public.**

I, the undersigned, am the Employee's spouse and agree to the designation of the above-named Primary and/or Contingent beneficiary(ies), or as attached. I understand that any death benefit payable under the plan shall be paid in accordance with the above designations.

➤ SPOUSE SIGNATURE

Date (month / day / year)

Signed before me \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

➤ PLAN REPRESENTATIVE OR NOTARY SIGNATURE

Date (month / day / year)

If a Notary Public:  
County of \_\_\_\_\_ State of \_\_\_\_\_ Notary Commission expiration date \_\_\_\_\_

**STEP 7 Acknowledgements, Authorization & Signature**

I acknowledge having received, read, completed and signed the following:

- Salary Reduction Agreement (where applicable)
- Transfer of funds authorization (where applicable)

• Prior Custodian: \_\_\_\_\_ Approx. Amount: \_\_\_\_\_

I authorize PTC to accept and act upon fax, electronic, or written instructions from me or my Advisor of record. Redemptions not to be sent to the address of record will require written instructions over my signature. I understand that this is a non-discretionary account. The undersigned has received, read and agrees to be legally bound by the PTC Section 403(b)(7) Custodial Account Agreement and the undersigned hereby appoints the PTC to serve as custodian of his/her account and permits the purchase of regulated investment company (mutual fund) shares under Section 403(b)(7) of the Internal Revenue Code of 1986, as amended. The undersigned represents, on behalf of self and any person who may claim an interest under this Custodial Account, that all statements contained herein are full, complete, true as written, and correctly recorded.

I further acknowledge that I have received the PTC Privacy Policy Notice.

Certification: Under penalties of perjury, I certify that: (1.) I have provided my correct taxpayer identification number above; (2.) I am not subject to backup withholding because : (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service ("IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and (3.) I am a U.S. person (including a U.S. resident alien).

Certification Instructions – You must cross out item (2.) above if the IRS has notified you that you are currently subject to backup withholding because of the under-reporting of interest or dividends on your tax return.

➤   /  /

Date (month / day / year)

**STEP 8 Individual account identity verification. Review one of the following:**

Type of ID	ID Issued By	ID Number	Expiration Date
Driver License			
Military ID Card			
Passport			
State Issued ID Card			
Alien ID Card			

I hereby certify that I have personally recorded the above identification information from the Employee:

➤   /  /

Date (month / day / year)

Please fax the completed enrollment application to 914.821.9582.

**The originals must be mailed to:**

Pentegra Trust Company  
 c/o Pentegra Retirement Services  
 ATTN: 403(b) Services  
 108 Corporate Park Drive  
 White Plains, NY 10604-3805

For Customer Service, please contact 866.634.5873.

### Verity Asset Management Portfolios:

If you designate a Financial Advisor in Step 5 above, the 20 bps fee for use of any IS product is included in your Investment Advisory Annual Account Fee. If you DO NOT designate a Financial Advisor, there will be a 20 bps fee for use of these IS products. You hereby acknowledge and agree that: (i) PTC and any IS selected are not acting as an investment or ERISA fiduciary or in an investment advisor capacity for you, unless you elect to enter into a separate investment advisory agreement directly with IS; (ii) IS will gather no employee information about you, unless you elect to enter into a separate investment advisory agreement directly with IS ; (iii) PTC and IS will make no suitability determinations for you regarding the services or investments provided, unless you elect to enter into a separate investment advisory agreement directly with IS; (iv) IS has no client relationship with you under this Custodial Account, unless you elect to enter into a separate investment advisory agreement directly with IS; (v) PTC and IS will not exercise any discretion over your account; (vi) IS is not acting as a custodian or a trustee; (vii) IS has a fee sharing agreement with PTC; IS may enter fee sharing agreements with independent financial advisors for the provision of services under this agreement; (viii) PTC and IS will have no responsibilities with regard to the delivery of any prospectuses; (ix) Investment models offered may vary from models offered to other investors outside of this product and; (x) IS will have no responsibilities with regard to proxy voting or the delivery of materials.

# PRIVACY POLICY NOTICE

Pentegra Trust Company ("PTC") serves as trustee or custodian of various accounts and recognizes and respects your privacy concerns as a customer. PTC collects personal information about you in the course of doing business with investors. This "non-public personal information" is personally identifiable financial information about you, which includes, among other items, your address, social security number, account balance information, and purchase and redemption history. The following privacy policy describes the kinds of personal information PTC collects, how it is used, and how it is protected.

## INFORMATION WE COLLECT

The information we collect about you generally falls into one of the following two categories:

**Personal Information**, (all of which you provide to us on account applications and other forms you submit), such as:

- Address
- Date of birth
- Social security number
- Telephone number
- Beneficiary designation
- Copy of driver's license

**Transactional Information**, such as:

- Investment choices
- Account balances
- Prior transactions

The information we collect about you is used to maintain your account and to process account transactions. As permitted under federal law, we may share the information we collect with affiliated financial service providers, such as Pentegra Distributors Inc., Pentegra Investors, Inc. and Pentegra Services, Inc., respectively.

We may also share the information we collect with unaffiliated companies such as an investment advisor for your account and other unaffiliated companies that are hired to perform accounting administrative and recordkeeping services on behalf of your account (e.g., transaction processing, printing, and mailing services). Lastly, we may share account information with other entities under limited circumstances, such as in response to subpoenas or to protect against fraud.

## SAFEGUARDING YOUR INFORMATION

The information we collect about you is always treated as confidential information that has been provided to us solely and exclusively so that PTC can provide trustee and custodial servicing of your account. The unaffiliated companies that we share collected information with are not authorized to use or share this information for any purpose other than to provide PTC with services for which they were hired. Furthermore, PTC policies only allow access to account information by individuals who must have such information in order to service your account. Electronic, physical and procedural safeguards are used to protect account information (including account information of former investors).

Under no circumstances does PTC sell any of the personal information collected in connection with the establishment or maintenance of your account.

Pentegra Trust Company recognizes the importance of safeguarding the non-public, personal information of our accountholders and hope that this description of our privacy policy and practices is reassuring to you. If you have any questions or concerns, please contact our 403(b)/IRA manager, Regina Montrony at (914)-821-9580.



*Custodian and Employee, by signing the Enrollment Application (hereinafter referred to as "Enrollment Application"), the terms and provisions of which Enrollment Application are expressly incorporated in this Custodial Account Agreement, have established this tax-deferred Custodial Account Agreement (hereinafter referred to as the "Agreement") under the provisions of Section 403(b)(7) of the Internal Revenue Code (hereinafter referred to as "Code").*

*Employer will make an initial contribution to a Custodial Account established under this Agreement equal to the amount by which Employee has agreed to have his or her salary reduced pursuant to a Salary Reduction Agreement entered into between the Employer and the Employee and may make an Optional Retirement Program ("ORP") contribution, if applicable. Employer will make subsequent contributions in such amounts, and at such times as provided for in the Salary Reduction Agreement, or ORP Agreement, if applicable.*

*This Agreement shall take effect when Pentegra Trust Company accepts in writing its appointment to serve as Custodian. The Employee and Custodian hereby agree that the terms and provisions of this Agreement are as set forth herein and in the Enrollment Application that the Employee has executed, and they each agree to be bound hereby.*

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### SECTION 1. DEFINITIONS

Where used in this Agreement the following terms shall have the meanings set forth, unless the context clearly requires otherwise.

1.1. "Account" or "Custodial Account" means the Custodial Account established hereunder for the retirement benefit of the Employee.

1.2. "Advisor" means any registered investment advisor agent or firm and any successor thereto, including by merger or acquisition that provides investment advice to the Employer or Employees regarding the Shares available in the Plan. The Advisor is authorized by the Employer to deliver enrollment materials, provide information, and respond to inquiries regarding the Plan to Employees and the Employer, as well as to perform such other duties as the Employer and Advisor may agree upon from time to time.

1.3. "Beneficiary" means a person designated, in writing on forms acceptable to the Custodian, by the Employee to receive any benefit then vested under the Custodial Account in the event of the Employee's death.

1.4. "Code" or "Internal Revenue Code" means the United States Internal Revenue Code of 1986, as amended from time to time or any successor thereto.

1.5. "Custodian" means Pentegra Trust Company, a Maine trust company or any successor thereto appointed under the provisions hereof.

1.6. "Disabled" means such disability as will qualify the Employee as disabled under the provisions of Section 72(m)(7) of the Code.

1.7. "Employee" means any person employed by the Employer on a full or part time basis, who has executed an Enrollment Application.

1.8. "Employer" means an Employer that is (a) an organization described in Code Section 501(c)(3) which

is exempt from tax under Code Section 501(a), or (b) a State, a political subdivision of a State, or agency or

instrumentality of a State or a political subdivision of a State.

1.9. "Enrollment Application" means the agreement executed by the Employee, establishing the Employee's participation under this Agreement.

1.10. "Normal Retirement Age" means age 65 or such other age as Employer has adopted as a Normal Retirement Age for its Employees, but not less than age 59 ½, and not more than 70 ½.

1.11. "Optional Retirement Program" or "ORP" means an alternative retirement program for certain eligible employees of Texas institutions of higher education.

1.12. "ORP Agreement" means, if applicable, an agreement with the Employer to participate in ORP.

1.13. "Plan" means the plan that is made available or maintained by the Employee's Employer, is subject to the requirements of Code Section 403(b)(7) and the Treasury Regulations promulgated thereunder, and with respect to which some or all of the assets are held by the Custodian pursuant to the terms of this Agreement.

1.14. "Regulated Investment Company" means any organization registered under the Investment Company Act of 1940, as amended.

1.15. "Required Beginning Date" means April 1 of the calendar year following the later of (a) the calendar year in which an Employee attains age 70 ½, or (b) the calendar year in which an Employee retires; except that (b) shall not apply if an Employee is a five-percent owner (as defined in Section 416 of the Code) with respect to the tax year ending in the calendar year in which the Employee attains age 70 ½.

1.16. "Shares" means the redeemable shares of a Regulated Investment Company.



1.17. "Spouse" means the husband or wife of an Employee.

1.18. "Salary Reduction Agreement" means an agreement between the Employee and the Employer pursuant to which the Employee's compensation is reduced or a compensation increase is foregone in an amount which the Employer is to contribute to the Employee Account.

## SECTION 2. ESTABLISHMENT OF CUSTODIAL ACCOUNT

2.1. Custodian shall open and maintain an Account or Accounts for the benefit of the Employee. Custodian shall hold and administer any and all money and funds contributed to said Account, and any other property belonging to said Account, including gain or income resulting from the investment thereof.

## SECTION 3. ELIGIBILITY AND ENTRY DATE

3.1. Any Employee who executes an Enrollment Application, and enters into a Salary Reduction Agreement or ORP Agreement, if applicable, with the Employer, shall be eligible to participate under this Agreement.

3.2. The entry date under the Custodial Account of an Employee filing an Enrollment Application shall be the date that Custodian accepts its appointment under the Enrollment Application.

## SECTION 4. CONTRIBUTIONS, LIMITATIONS AND TRANSFERS

4.1. Employer shall make contributions in cash to the Custodian in accordance with the Salary Reduction Agreement entered into between the Employer and the Employee. In addition, the Employer may make its own contributions in cash to the Custodian on behalf of an Employee. All such Employer contributions, made on behalf of an Employee who has participated in the ORP for less than a year and one day, shall be segregated from Employee contributions to ORP. All Employer contributions shall remain the property of the Employer until the Employee becomes fully vested in such amounts. All Employee contributions shall be paid directly to the Custodial Account. The Enrollment Application shall specify the Shares in which contributions shall be invested hereunder. Subsequent Employer contributions shall be identified in the manner agreed to by the Custodian and Employer.

If a Custodial Account to which a contribution is to be credited has not yet been established, or if in the opinion of the Employer or the Custodian the documents received by either of them are not clear with respect to any contribution, the Custodian may invest such contribution in a money market mutual fund, as selected by the Employer, without liability, pending establishment of the Account or completion or clarification of the information necessary for proper credit to the Account, as the case may be.

4.2. Employee, or the Employer at the direction of the Employee, may cause the transfer of assets acceptable to the Custodian and available from an existing account established under Section 403(b)(7) of the Code and/or

from an existing annuity contract established under Section 403(b) of the Code to the Custodial Account. Once transferred into the Employee's Custodial Account, such assets shall be treated as a contribution on behalf of the Employee for purposes of the Custodial Account and shall be invested, distributed and otherwise dealt with as such.

Employee may cause the transfer of assets from Employee's Custodial Account to another Custodial Account established under Section 403(b)(7) of the Code and/or an annuity contract qualified under Section 403(b) of the Code. In all such transfers, the check made payable to the Employee will immediately be endorsed and delivered to the Employer or the Custodian. In addition, such transfers will be made by the Employee pursuant to a binding agreement between the Employer and the Employee executed prior to the transfer.

4.3. With the consent of the Custodian, Employee may make contributions hereunder to Custodian. All such Employee contributions shall be held in a separate Account or Accounts and not commingled with Accounts maintained for the benefit of the Employee with respect to Employer contributions.

4.4. Employee shall make elective deferrals in accordance with Section 403(b) of the Code, subject to the limitations of Section 402(g)(1)(A) of the Code and as limited by Section 415 of the Code. The amount of the Employee's elective deferrals hereunder shall be set forth in the Salary Reduction Agreement. Neither Custodian nor Employer shall have any obligation to verify the correctness of the computation of Employee's elective deferrals or Section 415 limitations, unless such obligation is explicitly undertaken by separate written agreement.

4.5. Custodian may also accept rollover contributions as permitted by Federal Law in cash and/or securities to the Custodial Account, provided, that the Custodian may, at its option, hold such rollover contributions in a separate Custodial Account that consists only of rollover contributions and earnings thereon. Once transferred into the Custodial Account, rollover contributions shall be invested, distributed and otherwise dealt with as all other contributions provided for under this Custodial Account Agreement. Employee shall execute such forms as Custodian may require describing the source of rollover contributions.

## SECTION 5. INVESTMENTS

5.1. Custodian shall invest all contributions in full or fractional Shares as instructed by an Employee. If such instructions are not received by the Custodian, or are received but are, in the opinion of the Custodian, unclear, Custodian may hold or return all or a portion of the contributions uninvested, without liability for loss of income or appreciation and without liability for interest, pending receipt of proper instructions or clarification. Custodian shall advise Employee of the form and manner in which investment instructions must be given and shall not be required to act or be held liable for failure to act upon improper instructions.

5.2. Employee may instruct Custodian to redeem any or all Shares acquired by Custodian under this Agreement and reinvest the proceeds in other Shares within the Custodial Account.

5.3. All dividends or other distributions received by Custodian on Shares held in the Custodial Account shall be reinvested in additional Shares of the same Regulated Investment Company from which the distribution is made. If given an election of receiving a distribution in additional Shares or in cash or other property, Custodian shall elect to receive such distributions in Shares.

5.4. All Shares acquired by Custodian shall be registered in the name of Custodian or in the name of its nominee.

5.5. Employer and Employee agree that Custodian does not undertake to render any investment advice and that the responsibilities of Custodian to invest in Shares does not constitute the giving of investment advice. The Custodian may rely conclusively on all instructions given by the Employee and Advisor which the Custodian believes to be genuine. Notwithstanding the foregoing, the Custodian may provide investment advice concerning its managed account portfolio program, if available.

5.6. Custodian shall not invest any assets in life insurance contracts or any form of investment other than Shares (except for temporary investment of money being held for investment in Shares) and will not commingle the assets of this Custodial Account with the property of other Custodial Accounts for which it acts as Custodian.

5.7. If Shares of the Regulated Investment Company in which stock investments have been made are no longer available for investment hereunder, Custodian shall so advise the Employee. If the Employee does not submit new investment instructions, Custodian may hold or return all or a portion of the contributions uninvested without liability for loss of income or appreciation, and without liability for interest, pending receipt of proper instructions or clarification. Moreover, if such instructions are received but are, in the opinion of the Custodian, unclear, the Custodian may hold or return all or a portion of the contributions uninvested without liability for loss of income or appreciation, and without liability for interest, pending receipt of proper instructions or clarification.

#### SECTION 6. VESTING

6.1. Subject to Section 6.2, each Employee's interest in the Custodial Account attributable to contributions on his or her behalf, together with gains and earnings credited to such Custodial Account, shall be fully vested, non-forfeitable, and nontransferable.

6.2. All contributions under the ORP Agreement made on behalf of an Employee by the Employer will be the property of the Employer during the Employee's first year of participation. After the completion of one year of service, and upon vesting certification from the Employer, such contributions shall become part of the Employee's vested interest in the Custodial Account. If, however, the Employee terminates his participation in the Custodial Account prior to the first day of

employment after the completion of one year of participation, such Employer contributions shall, at the direction of the Employer, be returned to the Employer.

#### SECTION 7. DISTRIBUTIONS FROM AN EMPLOYEE'S ACCOUNT

7.1. No distributions shall be made from an Employee's Custodial Account except upon receipt by the Custodian of evidence satisfactory to the Custodian and provided that one or more of the following events have occurred:

##### *FOR NON-ORP Custodial Accounts*

- (a) Employee has actually retired or attained his Normal Retirement Age, whichever is later;
- (b) Employee has experienced, at a date earlier than specified in (a), a case of financial hardship,, as determined under government regulations;
- (c) Employee has become Disabled;
- (d) Employee has died;
- (e) Employee has attained age 59 ½;
- (f) Employee has separated from service with the Employer; or
- (g) The Plan has terminated, unless otherwise provided with respect to distributions under the provisions of the Plan.

##### *FOR ORP Custodial Accounts*

- (a) Employee has actually retired or attained age 70-1/2, whichever is earlier;
- (b) Employee has died; or
- (c) Employee has separated from service with the Employer.

7.2. Custodian shall not be responsible for making any distribution until such time as it has been notified in writing by Employer, Employee or a Beneficiary of the occurrence of an event set forth in Section 7.1 hereof. Notwithstanding the foregoing, the distribution of an Employee's interest in his Custodial Account shall be made or commence no later than the Employee's Required Beginning Date.

7.3. Employee, or a designated Beneficiary entitled to receive a distribution if Employee has failed to instruct Custodian, may at any time either before or after commencement of distribution, instruct Custodian with respect to the method of distribution. No distribution is to be made until one of the events set forth in Section 7.1 has occurred.

7.4. In the event an Employee dies either before distribution from his or her Custodial Account has commenced, or before such distribution has been completed, the then assets or remaining assets and all earnings thereon credited to his Account shall be distributed to the Employee's surviving Spouse following receipt by Custodian of a certification of Employee's death and a request to make distribution. If there is no surviving Spouse or the surviving Spouse has consented in a manner required by Section 7.6, then the assets or

remaining assets and all earnings thereon credited to the Employee's Account shall be distributed to his Beneficiary or Beneficiaries (determined in accordance with the provisions of Section 7.6), following receipt by Custodian of a certification of the Employee's death, satisfactory identification of Beneficiary(ies), and a written request to make distribution.

7.5. Following the occurrence of an event described in Section 7.1, Custodian shall, at the written request of Employee or, if applicable, his or her designated Beneficiary(ies), pay to Employee or his Beneficiary(ies), all or a portion of Employee's Custodial Account balance in cash in any one or more of the following modes:

- (a) in a lump sum; or
- (b) in periodic monthly, quarterly, semi-annual or annual installments over a fixed period and provided that the Employee's Custodial Account is at least \$5,000 when first distributed.

7.6. An Employee's Spouse may consent in writing to the distribution of any part or all of the death benefits to a Beneficiary other than such Spouse. Said written consent shall contain an acknowledgement of the effect of said consent and shall be witnessed by a notary public or by a representative of the Employer. Subject to the foregoing, Employee shall have the right, on forms furnished by and filed with Custodian, to designate or to change a designation of a Beneficiary or Beneficiaries who are to receive any benefit to which such Employee or his Spouse may be entitled in the event of his death prior to the complete distribution of his Custodial Account. If an Employee has no designation of a Beneficiary or Beneficiaries on file at Employee's death, his Beneficiary shall be his Spouse, if any; if such Employee has no Spouse, distribution shall be made to his children in equal shares per stirpes, and failing such, to his estate. The designation of a Beneficiary shall not become effective until an appropriate designation form is filed with Custodian. The last, in order of date, designation filed with Custodian shall be controlling, and shall revoke any and all prior designations filed by Employee.

7.7. Notwithstanding any other provision in this Agreement, in the event that a judgment, decree or order which constitutes a Qualified Domestic Relations Order ("QDRO"), within the meaning of Section 414(p) of the Code, establishes the rights of another person to an Employee's benefits under this Agreement, payments shall be made in accordance with that order.

7.8. This Agreement and all Custodial Accounts established hereunder shall at all times comply with the required distribution rules set forth in Section 401(a)(9) of the Code and the incidental death benefits rules set forth in Section 401(a) of the Code.

#### **SECTION 8. LOANS TO EMPLOYEES**

8.1. Each Employee shall be entitled to borrow from his non ORP Custodial Account an amount not to exceed the lesser of:

- (a) \$50,000, reduced by the highest outstanding loan balance within the previous twelve (12) months, or
- (b) 50% of the present value of the Employee's vested benefit in his Account.

8.2 The minimum loan amount shall be \$1,000.

8.3. All loans must be repaid within five years, except loans used to acquire, construct, or substantially rehabilitate a house that is used as the Employee's principal residence. All loans must: (a) bear a reasonable interest rate, (b) be adequately secured, (c) provide a reasonable repayment schedule, and (d) be made available on a basis that does not discriminate in favor of Employees who are officers, shareholders, or highly compensated.

#### **SECTION 9. CUSTODIAN**

9.1. Custodian shall hold the contributions received by it subject to the terms of this Agreement for the purposes set forth herein. Custodian shall be responsible only for such funds and assets as shall actually be received by it hereunder.

9.2. Subject to the provisions hereof, Custodian shall maintain such records with respect to all Employees as may be necessary for the proper administration of each Custodial Account. Custodian shall furnish annually an accounting to the Employee after the close of each calendar year and shall also furnish any information as shall be required of it by applicable Federal Law. Upon the expiration of sixty (60) days after the furnishing of such report to Employee, Custodian shall be forever released and discharged from all liability and accountability to anyone with respect to its acts, transactions, duties, obligations, or responsibilities as shown in or reflected by such report, except with respect to any such acts or transactions as to which Employee shall have filed written objections with Custodian within such sixty (60) day period.

9.3. Custodian shall have all powers necessary of the performance of its duties.

9.4 Custodian shall maintain complete records necessary to determine when an Employee has become fully vested in Employer contributions pursuant to Section 6.2.

9.5. Custodian, upon having accepted its appointment will be subject to the direction and instruction of Employees and Advisors in the investment and distribution of assets held in custody in Custodian's name or the name of its nominee on behalf of Employees and their Beneficiaries. Custodian shall carry out all proper instructions of Employees and Advisors, all in accordance with the terms of this Agreement and the Enrollment Form executed by each Employee, and not contrary to the Employee Retirement Income Security Act of 1974 (hereinafter "Act"). Custodian shall not be liable for following such instructions, nor shall Custodian be liable for its action or failure to act due to the absence of such instructions.

9.6. The assets in each Custodial Account shall never inure to the benefit of the Employer, and shall be held by Custodian for the exclusive benefit of Employee, and his or her Beneficiary(ies), and shall be used for defraying reasonable expenses administering this Agreement.

9.7. Custodian's liability under this Agreement shall be limited to matters arising from Custodian's negligence or willful misconduct. Custodian shall not be liable for interest on any cash balances maintained in the Custodial Account. Custodian shall not be obligated to commence or defend any legal action unless Custodian, Employer and Employee agree thereto, and Custodian is fully indemnified for so doing. Custodian may conclusively rely upon any written directions or instructions from Employer, Employee, or Beneficiary, and on any other notice or instrument it believes to be genuine, so long as it acts in good faith in taking or omitting to take any action in reliance thereon.

9.8. Custodian shall not, unless exempted by the Secretary of Labor or the Secretary of the Treasury, cause the Custodial Account to engage in any of the following transactions with a "party-in-interest," as defined in the Employee Retirement Income Security Act of 1974:

- (a) the sale, exchange, or lease of Custodial Account property;
- (b) the loan of money or other extension of credit;
- (c) the furnishing of goods, services or facilities; or
- (d) the transfer of assets to, or for the use by, or benefit of such person, except in the form of benefits to which such persons may be entitled as an Employee or Beneficiary.

9.9. An Employee who has the authority to, and does, exercise control of the assets in his or her Custodial Account shall not be deemed a fiduciary, and no person who is otherwise a fiduciary shall be deemed liable for any losses which result from such Employee's exercise of control.

9.10. The Custodian shall have no responsibility to vote proxies or to deliver reports to the Employee or Employer.

9.11. The Custodian and the Advisor will be entitled to receive compensation for services provided hereunder as may be agreed upon in writing with the Employee. The Custodian will be responsible for collecting the compensation by deducting the amounts from the Participant Account on a periodic basis as agreed upon in writing with the Employee. The Employee has been informed of such fee schedule and agrees to be bound thereby. The fee schedule may be revised from time to time upon at least thirty (30) days prior written notice to the Employee for whom a Custodial Account is maintained.

The Custodian will be entitled to reimbursement for all reasonable and necessary costs, expenses, and disbursements incurred by it in the performance of such services, including without limitation, attorney's fees. All fees, taxes and expenses charged to a Custodial Account may be collected by the Custodian from the

amount of any contribution, transfer or dividend credited or to be credited to a Registered Investment Company or by redeeming Shares credited to that Custodial Account.

9.12. Custodian may resign as Custodian upon sixty (60) days notice in writing to Employer, following which Custodian shall transfer and deliver all assets held hereunder, together with all records relating to this Custodial Agreement, to a successor custodian appointed by the Employer, which has in writing accepted the duties and obligations of this Custodial Account Agreement. If the successor Custodian shall not have been so appointed by the Employer within sixty (60) days from the date of said resignation, then such transfer shall be made to any bank or trust company designated by Custodian and meeting the applicable provisions of the Code.

9.13. Custodian shall not be responsible in any way for the collection of contributions provided for under the Salary Reduction Agreements, the selection or retention of investments, the purpose or propriety of any distribution made pursuant to Section 7, or any other action taken at the direction of Employer, Employee, or any Beneficiary. Employee and/or his or her Beneficiary(ies) shall at all times fully indemnify and hold harmless the Custodian and its successors and assigns from any liability arising from investments or distributions made, or actions taken, at their discretion and from any and all other liability whatsoever which may arise in connection with this Custodial Account.

#### **SECTION 10. AMENDMENT AND TERMINATION; INACTIVE ACCOUNTS**

10.1. Employer may at any time, and from time to time, modify, amend, or terminate this Agreement, in whole or in part, including retroactive amendments, by delivering to Custodian a signed written copy of such modification, amendment or termination. Notwithstanding the foregoing, however, (a) Employer shall have no power following a determination by the Internal Revenue Service that the Agreement meets the provisions of Section 403(b)(7) of the Code to amend or terminate the same in such a manner as would cause or permit any part of the assets in any Custodial Account to be diverted to purposes other than for the exclusive benefit of the respective Employee or his Beneficiary(ies), or as would cause or permit any portion of such assets to revert or to become the property of Employer; and (b) Employer shall have no right to modify or amend the Agreement retroactively in such a manner as to deprive any Employee or his or her Beneficiary(ies) of any benefit to which such person is entitled under the Agreement by reason of contributions made prior to the effective date of the modification or amendment, unless such modification or amendment is necessary to conform the Agreement to the conditions of any law, governmental regulation or ruling necessary to permit such Agreement to meet the requirements of Section 403(b)(7) of the Code or any similar statute enacted in lieu thereof.

10.2. Upon Employer's merger with another corporation or organization which is an institution or organization which meets the requirements of the Code for

establishing a Section 403(b)(7) Custodial Account, provided that the new employer has agreed to assume the liabilities of the Employer under this Agreement, the new employer may become an Employer by executing a new Custodial Account Agreement provided by the Custodian.

**10.3.** Upon: (a) adjudication of the Employer as bankrupt, (b) the legal dissolution of the Employer, or (c) the Employer's making a general assignment for the benefit of creditors, the Employer shall notify Custodian in writing as to the date of such occurrence.

**10.4.** Employer and each Employee hereby delegate to Custodian the power to amend this instrument, including retroactive amendments, for the purpose of conforming the terms hereof to the requirements of Section 403(b)(7) of the Code and Treasury Regulations thereunder. Employer and each Employee shall be deemed to have consented to any such amendment; provided, however, that no such amendment shall deprive any Employee or Beneficiary(ies) of any benefit to which such person was entitled by reason of contributions made prior thereto, or permit any assets to be diverted to purposes other than for the exclusive benefit of Employees or their Beneficiary(ies), nor to revert to or become the property of Employer.

**10.5** The complete discontinuance of contributions to an Employee's Account shall not cause that account to terminate, except when the account value is less than \$1,000. Custodian has the right to terminate the Account and distribute assets to the Employee only when the account value is less than \$1,000, no contributions have been received for a period of twelve (12) consecutive months and the Employee has received written notification thirty (30) days prior to the distribution.

#### **SECTION 11. MISCELLANEOUS**

**11.1.** This Agreement shall not be construed as creating or modifying any contract of employment between Employer and Employee.

**11.2.** The parties hereto and all persons claiming any interest hereunder agree to perform any and all acts and to execute any and all documents and papers which may be necessary or desirable for the carrying out of this Agreement or any of its provisions.

**11.3.** If the indefinite continuance of this Agreement or any Custodial Account hereunder would violate any law, then this Agreement and any such Custodial Account shall continue for the maximum period permitted by such law, and shall then terminate, whereupon distribution of the assets shall be made as provided for in the event of a termination.

**11.4.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of any and all parties hereto.

**11.5.** Except as provided in Section 7.7 above, the interest of an Employee in any Custodial Account held

on his behalf by the Custodian shall not be subject to assignment or otherwise alienable either by voluntary or involuntary act of the Employee or by operation of law, and such interest shall not be subject to attachment, execution, garnishment or other legal or equitable process. The foregoing does not apply to the payment of the Custodian and the Advisor's fees and expenses as authorized by this Custodial Agreement.

**11.6.** This Agreement is established and created with the intent that it shall meet the terms of Section 403(b)(7) of the Code and Treasury Regulations thereunder. Notwithstanding any provision contained herein, if it is determined by the Internal Revenue Service that the Agreement is not qualified, and such Agreement is not amended to retroactively qualify under said Code, all assets acquired with contributions hereunder together with the income earned thereon, less reasonable expenses and agreed Custodian fees, shall be distributed to Employees and/or Beneficiaries, and this Agreement shall be considered to be rescinded and of no force and effect. If the Agreement after qualifying initially or (retroactively) shall fail to retain qualification under Section 403(b)(7) of the Code, the assets held hereunder shall be segregated by Custodian, or otherwise distributed to or for the exclusive benefit of the Employees or their Beneficiaries, within thirty (30) days following the Custodian's receipt of notice of determination of such disqualification.

**11.7.** The use of the term "he" shall be read as "she" whenever the context of the term shall be appropriate.

**11.8.** Any notice from the Custodian to the Employee or the Employer provided for in this Agreement shall be effective if sent to them by First Class Mail to the last address appearing on the Custodian's records.

**11.9.** This Agreement shall be construed and administered in accordance with the laws of the State of Maine.

**11.10.** The following notification is provided to Employees pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318:

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money-laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an Account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. What this means for you: When you open an Account, the Employee or Custodian may ask for information that will allow them to verify your identity. This may include your name, social security number, residential address and date of birth. The Custodian may also ask to see a copy of your driver's license or other identifying documents.