

ESTABLISHMENT DOCUMENTS

Opening a Custody Only Account

To open a Custody Only account with PENSCO, you'll need:

- **Custody Only Account Application Form**
- **Custody Only Account Agreement**
- **Copy of Plan Documents**
- **Basic Services Agreement Acknowledgment from Third Party Administrator (TPA)**
(stating who they are and how to contact them)
- **Privacy Policy**
- **Fee Schedule**

INSTRUCTIONS

Please complete the enclosed Custody Only Account Application and Agreement forms, then return them to PENSCO. Include a copy of the Plan Documents and Basic Services Agreement Acknowledgment from your TPA with your application forms. Review and retain the Privacy Policy and Fee Schedule for your records.

RETURN INSTRUCTIONS

Return the completed forms to PENSCO by any of the following methods:

Upload Online

www.pensco.com/upload

Fax

303-614-7038

Regular Mail

PENSCO
P.O. Box 173859
Denver, CO 80217-3859

Express Deliveries

PENSCO
1560 Broadway, Ste. 400
Denver, CO 80202-3331

QUESTIONS? Call our Client Services team at 800-962-4238.

Custody Only Account Plan Application

IMPORTANT INFORMATION: When you open an account, we may ask for your name, physical address, date of birth, Social Security number, and other information that will allow us to identify you. We may also ask to see your driver's license or other forms of identification.

YOUR SIGNATURE AND DATE ARE REQUIRED ON PAGE 3.

Please complete, sign and return this application with your contribution and applicable fee payment. Be sure to keep a copy for your records. Please print or type. **All fields must be completed. If not applicable, please indicate by printing "N/A" or "None" where appropriate.**

1 QUALIFIED PLAN INFORMATION

PLAN NAME	PLAN OR TAX ID NO.	ESTABLISHMENT DATE
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MAILING ADDRESS

IS THIS A HOME OR BUSINESS ADDRESS?: Home Business

CITY	STATE/PROVINCE	COUNTRY	POSTAL CODE
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IF APPLICABLE, ENTER NAME OF ORGANIZATION OR INDIVIDUAL REFERRAL, OR PROMOTION CODE: _____

2 PARTICIPANT INFORMATION

PARTICIPANT NAME (FIRST, MI, LAST)	DATE OF BIRTH	SOCIAL SECURITY NO.
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MAILING ADDRESS

IS THIS A HOME OR BUSINESS ADDRESS?: Home Business

CITY	STATE/PROVINCE	COUNTRY	POSTAL CODE
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EMAIL ADDRESS

RECEIPT OF STATEMENTS ELECTION

Check this box if the Plan (the Owner) wishes to receive copies of Participant statements at the address listed in Section 1.

IF THE PARTICIPANT AND/OR ACCOUNT OWNER IS RECEIVING STATEMENTS FROM PENSCO, PLEASE BE AWARE THAT THEY WILL BE PRINTED QUARTERLY STATEMENTS DELIVERED BY MAIL. A quarterly fee of \$5.00 will be assessed for this service; this quarterly fee will be waived if you elect to receive your statements electronically. To waive this fee and receive electronic statements, you must register your PENSCO account online at www.pensco.com/register.



3 ADOPTING EMPLOYER/SPONSOR INFORMATION

CONTACT NAME (FIRST, MI, LAST)	NAME OF EMPLOYER/SPONSOR
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MAILING ADDRESS

IS THIS A HOME OR BUSINESS ADDRESS?: Home Business

PRIMARY TRADE

CITY	STATE/PROVINCE	COUNTRY	POSTAL CODE
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PRIMARY PHONE NO.	EMPLOYER/SPONSOR'S FISCAL YEAR END
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FEDERAL TAX ID NO.

4 TRUSTEE CONTACT INFORMATION

TRUSTEE NAME (FIRST, MI, LAST)	PRIMARY PHONE NO.
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4A ADDITIONAL TRUSTEES (IF APPLICABLE)

TRUSTEE NAME (FIRST, MI, LAST)	PRIMARY PHONE NO.
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TRUSTEE NAME (FIRST, MI, LAST)	PRIMARY PHONE NO.
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Number of trustee signatures required for binding: _____.

Note: Trustees will receive quarterly paper statements, for which you will be assessed a quarterly fee of \$5.00. This fee will be waived if you elect to receive statements electronically. In order to receive your statements electronically, you must register your account at www.pensco.com/register.

5 PLAN OR THIRD PARTY ADMINISTRATOR (TPA) CONTACT INFORMATION

Please use this address for mailing, if different than the Adopting Employer/Sponsor address given above.

CONTACT NAME (FIRST, MI, LAST)

MAILING ADDRESS

IS THIS A HOME OR BUSINESS ADDRESS?: Home Business

CITY	STATE/PROVINCE	COUNTRY	POSTAL CODE
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PRIMARY PHONE NO.	EMAIL ADDRESS
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6 UNINVESTED CASH

The Trustee and/or Participant has reviewed the Uninvested Cash section of the Account Agreement and Disclosures, and I hereby direct PENSCO to deposit all undirected and uninvested cash from any source, including but not limited to contributions, transfers, proceeds from asset sales and income and distributions from assets held in the custodial account, into deposit accounts with a Federal Deposit Insurance Corporation ("FDIC") insured bank (which may include banks affiliated or that may be affiliated with PENSCO, such as Opus Bank), at the discretion of PENSCO. I understand and agree that the deposit accounts in banks affiliated or that may be affiliated with PENSCO shall bear a reasonable rate of interest. I also acknowledge that the deposits at each bank will be insured by the FDIC up to the federal deposit insurance limits (currently \$250,000 per account holder) and that any amount in excess of the legal limit will not be insured by the FDIC. PENSCO shall seek to identify depository banks that are categorized as "well capitalized" institutions by the FDIC. However, I acknowledge and agree that PENSCO makes no representations or warranties as to the financial status of any depository bank or its ability to satisfy its obligations to the Account Owner and that the status of a depository bank as a "well capitalized" bank at any particular time does not mean that it will be so at any time in the future.

Interest earned on such cash balances, net of the Custodial Cash Fee described in the Billing and Fee Collection section of the Account Agreement and Disclosures, shall be credited to the custodial account as of the end of each month. I understand and agree that my account is only eligible to earn interest in any month in which my account remains open on the interest crediting date and that any interest that may accrue on my account during a month that my account is closed prior to the interest crediting date will be paid to PENSCO as an additional fee. I also understand and agree that the Custodial Cash Fee may reduce the amount of net interest paid to my account on a monthly basis to zero or a negligible amount. I further understand and agree that my account has a minimum cash requirement and that fees are applicable to accounts that fall below the required minimum, as outlined in the Fee Schedule. I also understand and agree that PENSCO may require me to give at least 7 days notice of my intent to withdraw funds from my custodial account.

7 ACCOUNT HOLDER (TRUSTEE OR FIDUCIARY) REPRESENTATIONS

The Account Holder acknowledges that:

- He or she has received, read and understands the Custodial Agreement and Fee Schedule for the PENSCO Trust Company (PENSCO) Custody Only Account that the Account Holder is establishing; and
- Understands that the Custodial Agreement and Fee Schedule set forth the duties, limitations on duties and rights of the Account Holder, PENSCO and its related entities.
- By signing this application below, the Account Holder warrants that all the information provided in this application is true and accepts and agrees to all of the terms and conditions of the Custodial Agreement and Fee Schedule.

ACCOUNT HOLDER SIGNATURE	DATE
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INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE

Custodial Account Agreement

CUSTODIAN: PENSICO TRUST COMPANY

ARTICLE 1 – DESIGNATION & ACCEPTANCE BY CUSTODIAN

The Employer and Trustee named below hereby appoint PENSICO Trust Company (PENSICO) to be custodian of the assets of the custody account on the terms and conditions set forth in this Custody Only Account Agreement (“Agreement”). [Enter the Plan Name you created in **Section 1** of your Custodial Account Application]:

(the “Plan”), and PENSICO agree to serve as custodian of the Plan’s assets, on the terms and conditions set forth in this Agreement.

ARTICLE 2 – HOLDING OF ASSETS

PENSICO shall hold, as custodian, all deposits, funds and assets of the Plan that the Trustee or Employer designates and transfers to PENSICO for such purpose, for and on behalf of the Plan. Such deposits, funds and assets are referred to hereinafter as the “Fund.” The Trustee, on behalf of the trust established by the Plan, shall remain the legal owner of all Fund assets. Fund assets shall be held in the name of PENSICO Trust Company, LLC, Custodian, FBO the Plan or in one of the nominee names registered to PENSICO, unless agreed to otherwise by PENSICO and the Employer or Trustee.

ARTICLE 3 – INTERESTED PARTY (INFORMATION ONLY DESIGNATION)

The Employer or Trustee may authorize an additional person (other than the Account Owner, Financial Representative or Designated Representative) to receive Account information and electronic statements only. PENSICO will not accept purchase or sale instructions from an Interested Party. Individuals who are designated as an Interested Party by the Account Owner may not be a sponsor of or otherwise affiliated with an investment in the Account. It is the responsibility of the Employer or Trustee to review the assets for the Account to ensure compliance with this provision and to take steps to remove an Interested Party from the Account in the event of non-compliance.

ARTICLE 4 – FINANCIAL REPRESENTATIVE INFORMATION & AUTHORIZATION

The Employer or Trustee may choose to designate a Financial Representative (FR), who the Employer or Trustee authorizes to execute transactions for the Custodial account according to the “Terms and Conditions of Appointment of Financial Representative,” listed in **Section 5**. The FR must separately consent to his or her designation as the Employer’s or Trustee’s agent, and acknowledge that he or she will be acting solely as the Employer’s or Trustee’s agent and not as the agent of PENSICO.

ARTICLE 5 – TERMS & CONDITIONS OF APPOINTMENT OF FINANCIAL REPRESENTATIVE

By execution of the Application, the named FR (if any) has been designated subject to the following terms and conditions:

- 5.1** The Employer or Trustee, and not PENSICO and its related entities, is responsible for the actions of the FR. The FR is the authorized agent of the Employer or Trustee and is not an employee or agent of PENSICO.
- 5.2** The Employer or the Trustee acknowledges that PENSICO does not recommend the appointment or retention of any specific FR, does not make any representations regarding his/ her compliance with securities laws or registration requirements, and is not affiliated with the FR in any way.
- 5.3** The FR (which includes the FR’s employees and staff) is authorized to provide transaction instructions to PENSICO for the Account and to direct PENSICO to perform transactions for the Account on behalf of the Employer or Trustee. Such direction may include, but is not limited to, making or receiving payment pursuant to the FR’s investment directions or upon receipt of transaction confirmations.
- 5.4** The FR may remove himself or herself upon written notice to PENSICO.
- 5.5** PENSICO shall be fully protected in relying on and acting on any notice, instruction, direction or approval received from the FR. PENSICO shall be under no duty to make any investigation or inquiry with respect to any notice, instruction, direction or approval received from the FR, or to investigate or take any action with respect to the FR.
- 5.6** The Employer or the Trustee may remove his or her FR by providing written notice to PENSICO on a form acceptable to PENSICO; however, the removal of a FR shall not have the effect of canceling any notice, instruction, direction or approval from that FR received by PENSICO before PENSICO receives written notice of the removal of the FR.
- 5.7** The Employer or the Trustee may designate a new FR by providing written notice to PENSICO on a form provided by PENSICO; however, PENSICO shall not rely on or act on any notice, instruction, direction or approval from the new FR received by PENSICO before PENSICO receives the written notice of the new designation of the FR.
- 5.8** PENSICO shall reflect the name and business address of the Employer’s or Trustee’s designated FR on each quarterly Account statement and shall assume that the FR information reflected on the Account statement is accurate unless the Employee or the Trustee and/or the FR notifies PENSICO in writing of the discrepancy. If the FR is associated with a broker-dealer firm or financial exchange, PENSICO may make information about Account activity available to the broker-

dealer or exchange to assist them with their supervisory responsibilities required under applicable rules and regulations.

- 5.9** The FR and his/her employees, staff, broker-dealer firm, and any companies to which the aforementioned are associated, may not sponsor or otherwise be affiliated with the investments purchased within the Account. It is the responsibility of the Employer or the Trustee and the FR to perform a review of the investments for the Account to ensure compliance with this provision and to take necessary steps to remove the FR from the Account in the event of non-compliance.
- 5.10** It is the Employer's or the Trustee's responsibility to review the actions of the FR to ensure compliance with all laws and regulations and to remove the FR if he or she does not comply with the laws, rules and regulations that apply to the Account or to the terms of the Account.
- 5.11** If permitted by the Employer or Trustee, a Financial Representative may be designated, or identified by, a Plan participant with respect to the Participant's interest in the Fund. In that event, the terms, provisions, and restrictions of this Agreement applicable to the Employer with respects to the Financial Representative shall be applicable to the participant to the extent of the participant's interest in the Fund.

ARTICLE 6 – DESIGNATED REPRESENTATIVE

- 6.1** The Employer or Trustee, by providing such information in any form or manner that is otherwise acceptable to PENSCO, may designate a representative ("Designated Representative") through whom PENSCO shall be authorized to accept investment instructions for the Custodial Account. The Employer or Trustee (and not PENSCO) shall be responsible for investigating, selecting, instructing and monitoring the Designated Representative and to perform whatever investigation or due diligence as may be appropriate before selecting, designating or retaining the Designated Representative. The Designated Representative shall be the authorized agent of the Employer or Trustee and shall not be treated for any purpose as, an employee, agent or affiliate of PENSCO, or as controlled, approved, recommended or endorsed by PENSCO. PENSCO shall have no duty to, and shall not, supervise or monitor the Designated Representative or any investment transactions the Designated Representative instructs PENSCO to make. PENSCO may construe any and all investments and transactions requested or directed by the Designated Representative, whether written or oral, as having been duly authorized by the Employer or Trustee. If the Employer or Trustee has appointed a Designated Representative for the Custodial Account, PENSCO is authorized to notify the Designated Representative of any investment instruction(s) received from the Employer or Trustee; unless the Employer or Trustee specifically notifies PENSCO NOT to do so in writing, or PENSCO is prohibited from doing so by law. PENSCO will not be responsible for any consequences of such notification. The Employer or Trustee may remove a Designated Representative by written notice to PENSCO, provided, however, that removal of a Designated Representative shall not have the effect of canceling any notice, instruction, direction or approval received by PENSCO from the removed Designated Representative before PENSCO has received written notice of removal of the Designated Representative and has had a reasonable opportunity to implement such cancellation.

- 6.2** If the Employer or Trustee designates a Designated Representative who is a registered investment advisor (RIA), these additional provisions shall apply: PENSCO may accept instructions from the Designated Representative who is a RIA for investment and other transactions concerning the Custodial Account as having been duly authorized by the Employer or Trustee, whether pursuant to any power of attorney, investment management agreement or similar document or instrument pursuant to which the Employer or Trustee has given authority to the RIA with respect to assets such as the Custodial Account. PENSCO may rely on and implement such instructions from a Designated Representative, who is a RIA without obtaining, reviewing or requiring such Designated Representative to provide a copy of any power of attorney, investment management agreement or similar document signed by the Employer or Trustee, and without determining the existence or scope of any restrictions on the authority of the Designated Representative. PENSCO may rely on any communication from any employee of the Designated Representative who is a RIA as having been delivered on behalf of the Designated Representative and shall have no obligation or duty to investigate or determine whether that employee was authorized to deliver those instructions. The Employer or Trustee agrees that he or she (and not PENSCO) is responsible for monitoring the instructions and authorizations issued by the Designated Representative. The Employer or Trustee agrees that the provisions of this subparagraph (b) and any other provisions in this Custodial Agreement relating to a Designated Representative who is a RIA shall apply as well to any other person that the Employer or Trustee may designate as a Designated Representative if such person is not a RIA but is a regulated person or entity, such as a bank, savings and loan, broker-dealer or other financial institution, with appropriate modifications to the language to reflect the substitution of the type of regulated entity (e.g., "bank") for "RIA" in the relevant provision.
- 6.3** If the Employer or Trustee appoints a Designated Representative or Financial Representative who is a RIA, the Employer or Trustee agrees that PENSCO may communicate with the Designated Representative as the principal point of contact with respect to all matters concerning the Custodial Account and that PENSCO shall have no obligation to copy the Employer or Trustee on its communications with the Designated Representative. The Employer or Trustee also authorizes PENSCO to provide copies of all correspondence, reports and statements with respect to the Custodial Account and any related information about the Custodial Account to a Designated Representative who is a RIA.
- 6.4** If permitted by the Employer or Trustee, a Designated Representative or Financial Representative may be designated by a Plan participant with respect to the Participant's interest in the Fund. In that event, the terms, provisions and restrictions of this Agreement applicable to the Employer with respect to the Designated Representative shall be applicable to the participant to the extent of the participant's interest in the Fund.

**ARTICLE 7 – RESPONSIBILITIES FOR INVESTMENT DECISIONS
& AUTHORIZATION**

- 7.1** The Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) may direct PENSCO to invest Fund assets in any lawful investment acceptable to PENSCO, in a format prescribed by PENSCO. PENSCO and PENSCO Services LLC shall have no investment responsibility with respect to the investment of the fund. The Employer, Trustee, Designated Representative or Financial Representative and/or Plan Participant(s) have the sole right and responsibility to direct the investment of the fund. PENSCO and PENSCO Services LLC shall not be responsible or liable for taxes, losses or other consequences resulting from investments made or transactions entered into at the direction of the Employer, Trustee, Designated Representative or Financial Representative and/or Plan Participant(s). The Participant or the Participant's authorized agent shall direct the Custodian with regard to the investment of any cash in the Account. In the absence of specific direction from the Participant to invest cash in the Account, the Custodian will be deemed to have been directed by the Participant to deposit all uninvested cash with an FDIC-insured depository institution (which may include banks affiliated or that may be affiliated with PENSCO, such as Opus Bank); the uninvested cash deposited with an FDIC-insured depository institution shall bear a reasonable rate of interest.
- 7.2** The Employer, Trustee, the Designated Representative, Financial Representative and Plan participant shall be solely responsible for determining the suitability, nature, prudence, value, viability, risk, safety, legality, tax consequences and merit of, and to perform any "due diligence" or other investigation with respect to, any particular investment, strategy or transaction involving the Fund. PENSCO and its related entities shall have no responsibility for, and shall not undertake, any such determination, performance or investigation. PENSCO and its related entities shall render no tax, legal investment or other advice (and no statement, communication or other act by PENSCO or its related entities or any of their employees or agents shall be deemed to constitute or may be relied upon as any such advice) with respect to any investment or transaction involving the Fund. PENSCO shall be authorized, and shall have the responsibility, only to acquire, hold and dispose of such investments as directed by the Employer, Trustee, the Designated Representative and/or the Plan participant(s) or as expressly provided in this Agreement.
- 7.3** The Employer, Trustee, the Designated Representative, Financial Representative and Plan participant shall be solely responsible for monitoring Fund investments. PENSCO and its related entities shall have no responsibility whatsoever for supervising or monitoring investments or transactions of the Fund, ensuring the receipt of Fund disbursements or engaging in any collections or related activities.
- 7.4** The Employer, Trustee, the Designated Representative, Financial Representative and Plan participant shall be solely responsible for the success, failure or other consequences of any investment or transaction directed by such person. PENSCO and its related entities shall not be liable or otherwise accountable for taxes, losses, expenses or other consequences resulting from investments made or transactions entered into, or acts taken

or omitted, in accordance with the Employer's, Trustee's, the Designated Representative's, a Financial Representative's or a Plan participant's directions or for taking or failing to take any actions in reliance on the instructions or representations of such person and PENSCO shall have no liability or responsibility for monitoring or confirming the scope of authority granted to any Designated Representative or Financial Representative. Without limiting the generality of the foregoing, the Employer, Trustee, the Designated Representative, Financial Representative and Plan participant agree to hold PENSCO and its related entities and their employees and agents harmless from all losses, liabilities and expenses incurred, including attorney's fees, arising out of their administration of the Fund or in connection with any actions taken or failures to act in reliance upon the Employer's, Trustee's, the Designated Representative's, Financial Representative's or a Plan participant's instructions.

- 7.5** The Employer, Trustee, the Designated Representative, Financial Representative and Plan participant acknowledge that certain investments or types of investments or transactions may pose administrative or other burdens to PENSCO and/or its related entities, and therefore PENSCO reserves the right not to process or accept such investments or transactions. The decision not to act on investment directions that PENSCO deems unacceptable for administrative or other reasons shall in no way be construed as a determination by PENSCO or its related entities concerning the suitability, nature, prudence, value, viability, risk, safety, legality, tax consequences or merit of the investment or transaction. The Employer and Trustee further acknowledge that (1) any administrative review performed by PENSCO and/or its related entities is solely for their benefit and is not a "due diligence" or other review with regard to the investment or transaction and (2) the conducting or results of such a review shall not constitute, may not be relied upon as, or in any way obligate PENSCO or its related entities or their employees or agents to provide an opinion, recommendation or prediction or advice regarding the suitability, nature, prudence, value, viability, risk, safety, legality, tax consequences, merit or any other aspect of the investment or transaction.
- 7.6** The Employer, Trustee, the Designated Representative, Financial Representative and Plan participant acknowledge that certain types of investments or transactions directly or indirectly involving or relating to the Fund or its assets or income may constitute prohibited transactions, within the meaning of Internal Revenue Code ("Code") section 4975, resulting in tax consequences to certain persons, (2) generate "unrelated business taxable income," as defined in the Code, for the Fund, (3) constitute "listed transactions" or "reportable transactions," as defined in the Code and regulations or other pronouncements issued by the United States Treasury or Internal Revenue Service, resulting in reporting requirements, and adverse consequences for failing to comply with any applicable reporting or other requirements, for the Plan, the Plan's trust and/or other persons and/or (4) otherwise result in adverse tax consequences to the Plan and/or the Plan's trust or its participants or beneficiaries. IT IS THE EMPLOYER'S, TRUSTEE'S, DESIGNATED REPRESENTATIVE'S, FINANCIAL REPRESENTATIVE'S AND PLAN PARTICIPANT'S RESPONSIBILITY TO DETERMINE, AND TO CONSULT SUCH PERSON'S OWN ADVISOR AS SUCH PERSON DEEMS NECESSARY OR ADVISABLE IN ORDER TO DETERMINE,

WHETHER ANY INVESTMENT OR TRANSACTION INVOLVING THE FUND OR ITS ASSETS OR INCOME DOES OR MAY CONSTITUTE A PROHIBITED TRANSACTION, GENERATE UNRELATED BUSINESS TAXABLE INCOME, CONSTITUTE A LISTED OR REPORTABLE TRANSACTION, OR RESULT IN ANY OTHER TAX OR ADVERSE CONSEQUENCE, AND THE CONSEQUENCES, REQUIREMENTS AND OBLIGATIONS RESULTING THEREFROM. PENSCO AND ITS RELATED AND THEIR EMPLOYEES AND AGENTS SHALL NOT BE RESPONSIBLE FOR MAKING ANY SUCH DETERMINATION, OR FOR NOT ADVISING THE EMPLOYER, TRUSTEE, DESIGNATED REPRESENTATIVE, FINANCIAL REPRESENTATIVE, AND PLAN PARTICIPANT TO MAKE ANY SUCH DETERMINATION. PENSCO AND ITS RELATED ENTITIES SHALL NOT BE HELD LIABLE FOR LOSSES, TAXES, PENALTIES OR OTHER CONSEQUENCES RESULTING FROM ANY FUND INVESTMENT OR TRANSACTION THAT CONSTITUTES A PROHIBITED TRANSACTION GENERATES UNRELATED BUSINESS INCOME TAXABLE INCOME, IS A LISTED TRANSACTION OR REPORTABLE TRANSACTION, OR OTHERWISE RESULTS IN ANY ADVERSE CONSEQUENCE TO ANY PERSON.

7.7 The Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) shall direct the Custodian with regard to the investment of any cash in the Account. In the absence of specific direction from the Participant to invest cash in the Account, the Custodian will be deemed to have been directed by the Participant to deposit all uninvested cash with an FDIC-insured depository institution (which may include banks affiliated or that may be affiliated with PENSCO, such as Opus Bank); the uninvested cash deposited with an FDIC-insured depository institution shall bear a reasonable rate of interest.

PENSCO has the authority to deposit all undirected and uninvested cash into deposit accounts with a Federal Deposit Insurance Corporation (FDIC) insured bank (which may include banks affiliated or that may be affiliated with PENSCO, such as Opus Bank), at the discretion of PENSCO. Deposit accounts in banks affiliated or that may be affiliated with PENSCO shall bear a reasonable rate of interest.

The Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) acknowledges that deposits at any such bank are insured by the FDIC up to the federal deposit insurance limits (currently \$250,000 per account holder) and that any amount in excess of the legal limit will not be insured by the FDIC. PENSCO shall seek to identify depository banks that are categorized as "well capitalized" institutions by the FDIC. However, the Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) acknowledges and agrees that PENSCO makes no representations or warranties as to the financial status of any depository bank or its ability to satisfy its obligations to the Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) and that the status of a depository bank as a "well capitalized" bank at any particular time does not mean that it will be so at any time in the future.

ARTICLE 8 – LIMITED DUTIES OF PENSCO

- 8.1** PENSCO shall act as custodian of the Fund, and PENSCO and its agents shall have the duty and authority with respect to the Fund to:
- (a) Receive assets of the Plan transferred to it by the Employer or Trustee, and, except as otherwise provided in this Agreement, invest them pursuant to the instructions of the Employer or Trustee;
 - (b) Purchase, sell, transfer, hypothecate, mortgage, encumber, take title to, record, and obtain title and other insurance for, real or personal property, anywhere situated, according to the instructions of (and only if instructed by) the Employer, Trustee, the Designated Representative, Financial Representative or Plan participant to the extent not inconsistent with the other terms of this Agreement or applicable law;
 - (c) Pay insurance premiums, real property and other taxes, and other expenses associated with any assets of the Fund, according to the instructions of (and only if instructed by) the Employer, Trustee, the Designated Representative, Financial Representative or Plan participant;
 - (d) Reinvest all dividends and capital gains distributions from Fund investments according to (and only according to) the instructions of the Employer, Trustee, the Designated Representative, Financial Representative or Plan participant;
 - (e) Account for contributions, investments, deductions, distributions and other disbursements made under this Agreement with respect to the Fund or any separate account, and produce and furnish to the Trustee and Plan and (if the Designated Representative is a RIA) to the Employer or Trustee's Designated Representative statements showing. Provide to the Employer, Trustee and/or the Plan's plan administrator and (if the Designated Representative is a RIA) to the Employer or Trustee's Designated Representative information to enable them to file reports required under the Code, the regulations there under or the Internal Revenue Service.
- 8.2** Neither PENSCO nor its related entities shall have any duties except for those duties expressly imposed under this Agreement or applicable law. PENSCO and its related entities shall have NO duty, to, among other things:
- (a) Ascertain whether any contribution to the Plan or transfer to the Fund by the Employer or Trustee is properly made under applicable provisions of the Code or otherwise;
 - (b) Determine whether the amount of contributions to the Plan exceeds any limitation contained in any applicable provision of the Code or otherwise;
 - (c) Determine the permissibility or tax or other consequences of any distribution requested by the Employer or Trustee;
 - (d) Perform any "due diligence," investigation or other review of the suitability, nature, prudence, value, viability, risk, safety, legality, tax consequences or merits of any investment the Employer, Trustee, the Designated Representative, Financial Representative or Plan participant instructs PENSCO to make;

- (e) Monitor or supervise the activities, or determine the scope of authority granted to, the Designated Representative or Financial Representative;
- (f) Question the intent of the Employer's, Trustee's, Designated Representative's, Financial Representative's, or Plan Participant's instructions regarding any investment or transaction
- (g) Determine the market or other value of any illiquid or non-publicly traded asset held in the Fund;
- (h) Act as an investment adviser to the Employer, Trustee or Plan participant or review or make suggestions with regard to investments or transactions involving the assets of the Fund; or
- (i) Determine whether any transaction or investment would constitute a prohibited transaction, generate unrelated business taxable income, or constitute a listed transaction or reportable transaction, as any of those foregoing terms are defined in the Code and regulations there under, or to inform the Employer, Trustee or any other person of the consequences and reporting requirements with respect to same.

8.3 Whenever the Employer, Trustee, Designated Representative, Financial Representative or Plan Participant gives any direction, notice, warranty, representation or instruction under this Agreement, PENSCO and its related entities shall be entitled to assume the truth of any statement made by such person, or believed to have been made by such person, in connection therewith, and PENSCO and its related entities shall be under no duty of further inquiry with respect thereto, and shall have no liability with respect to any action taken in reliance upon such statement. Furthermore, if any direction, notice or instruction from any such person is incomplete, ambiguous or unclear, PENSCO may, in its discretion, request completion or clarification and not act in accordance with such direction, notice or instruction until adequate completion or clarification is provided.

8.4 Neither PENSCO nor its related entities shall be or be treated as a fiduciary of the plan for any purpose. Nothing in this agreement is intended to or shall impose or confer, by implication or otherwise, any fiduciary duty or responsibility on PENSCO or its related entities. The employer and trustee understand and agree that PENSCO and its related entities have no duty, fiduciary or otherwise, to:

- (a) Evaluate any investment opportunity, or;
- (b) Investigate, evaluate, or report to the employer or trustee any information that PENSCO may possess or may become aware of regarding any investment opportunity, entity or enterprise in which the fund is investing or has invested or any sponsor or management of such investment opportunity. The employer and trustee acknowledge that PENSCO and its related entities have no duties of any kind, express or implied, to the employer or trustee, except as are expressly set forth in this agreement.

ARTICLE 9 – MINIMUM ACCOUNT VALUE REQUIREMENT

Accounts requesting a distribution or transfer must retain the minimum cash in the account referred to in the applicable fee schedule or in an asset PENSCO deems liquid in addition to the total amount due for invoiced fees. If the Employer's or Trustee's distribution/transfer request would leave the account with less than the required balance, the account may be automatically closed and the termination fee will apply.

ARTICLE 10 – THE EMPLOYER'S AND TRUSTEE'S RESPONSIBILITIES TO ENSURE PROPER TAX TREATMENT, PAYMENT OF LIABILITIES & COMPLIANCE WITH REPORTING REQUIREMENTS

The Employer and Trustee shall be solely and fully responsible for ensuring proper payment of any taxes, tax penalties and other liabilities, and compliance with the Employer's and Trustee's reporting obligations, in connection with contributions to, disbursements from, or investments or transactions with respect to the Fund, and for the consequences of such payment (or nonpayment) or of any noncompliance with applicable reporting requirements. Among other things, it shall be the sole and full responsibility of the Employer and/or Trustee to ensure that:

- 10.1** Any contribution intended to be tax-deductible under the Code or any corresponding provision of state law is so deductible;
- 10.2** Fund earnings intended to be tax-deferred qualify for tax-deferred treatment; and
- 10.3** All taxes and penalties due are properly and timely paid and that all tax and other reporting requirements, other than those which under this Agreement PENSCO have expressly undertaken to satisfy, are properly and timely complied with. Notwithstanding the foregoing, PENSCO, in its sole discretion, may sell or liquidate assets in the Fund, in reverse order of purchase of assets, to the extent necessary to satisfy any tax deficiency with respect to the Fund reported to PENSCO by the Internal Revenue Service, or of any liability properly chargeable to the Fund, and shall not be liable for any consequences of such sale, liquidation or payment.

ARTICLE 11 – PENSCO TRUST AGENTS

PENSCO may engage agents and organizations, including but not limited to PENSCO Services, LLC, for the purpose of performing administrative or other custodial-related services in connection with the Fund or this Agreement. The limitations on the duties of PENSCO under this Agreement or otherwise shall also apply to each agent or organization so engaged.

ARTICLE 12 – TRANSFERS & DISTRIBUTIONS

PENSCO shall, pursuant to the direction of the Employer or Trustee, transfer custody of Fund assets to the Trustee or another custodian or distribute Fund assets to a Plan participant, beneficiary or alternate payee. All requests for transfers and distributions from the Fund shall be in writing on a form provided by or acceptable to PENSCO. The tax identification number of the recipient must be provided to PENSCO before PENSCO is obligated to make a distribution. Any distribution shall be subject to all applicable tax and other laws and regulations including possible early withdrawal penalties and withholding requirements.

ARTICLE 13 – INDEMNIFICATION OF PENSCO & ITS RELATED ENTITIES

The Employer or Trustee agrees to defend, indemnify and hold harmless PENSCO and its related entities, their employees, directors, shareholders, officers, agents and representatives, and any successors or assigns of the foregoing, from and against any and all damages, losses, liabilities, claims, actions, costs and expenses, including but not limited to attorneys' fees, court costs and witness fees, that PENSCO and its related entities, or any of such persons may be subject to, incur or pay out, based on, as a result of, arising out of or otherwise related in any way to:

- 13.1** Any act of PENSCO or its related entities or any other such person with respect to the Custodial Account,
- 13.2** Any claim, suit, action or liability that may be alleged or asserted against PENSCO or its related entities or any such person in connection with any investment made by PENSCO or with respect to any act taken by PENSCO or its related entities or any such person pursuant to any direction from the Employer or Trustee or the Designated Representative or for failing to act in the absence of any such direction,
- 13.3** The investment or any transaction involving any Custodial Account asset by PENSCO or any claims or allegations relating to any such investment or transaction, or
- 13.4** Any lawsuit, action, arbitration, formal inquiry or other legal proceeding in which PENSCO or its related entities or any other such person is named as a party (except for any action in which PENSCO or its related entities is named as a defendant by the Employer or Trustee alleging a breach of this Custodial Agreement by PENSCO).

ARTICLE 14 – ACCOUNT STATEMENTS; VALUATION OF ASSETS

Each account statement issued reflects the reported value of the account assets, all transactions that have been processed by PENSCO and all fees (if any) that have been charged. PENSCO reports the value of account assets as accurately as possible using the resources available to it. The values listed on the PENSCO account statement may differ from values listed on related brokerage account or other asset sponsor statements. Individual values for securities that have publicly-quoted prices are reported based solely on such quoted prices, which are obtained from a quotation service or other source generally available to the public. PENSCO does not guarantee the accuracy of prices obtained from quotation services or other sources, or the length of availability of such prices. Values for alternative assets are generally reported at their original offering price to investors. PENSCO classifies alternative assets into two types: equity and debt. Assets that PENSCO has classified as alternative equities include, but are not limited to, non service priced private partnership or limited liability company interests, private common and preferred stock and private real estate investment trusts. Assets that PENSCO has classified as alternative debt include, but are not limited to, mortgages/ deeds of trust, corporate and private partnership notes and other private debt offerings. Information regarding whether an alternative asset has been classified as equity or debt is available upon request. On an annual basis (or more frequently if requested), PENSCO requests updated valuation information from such persons as asset sponsors, general partners or managing members of private partnership or limited liability company interests, officers of private corporations and sponsors of other assets it has classified as alternative equities. PENSCO will normally adjust the reported value of an alternative equity asset if the general partner, officer or sponsor

provides PENSCO with an updated value. If it does not receive an updated value from the general partner, officer or sponsor, PENSCO may require that the Plan Administrator or Trustee obtain and provide to PENSCO an updated value from the asset sponsor, or provide an independent appraisal for their asset. If the Plan Administrator or Trustee fails to provide this information, PENSCO may require the Plan Administrator or Trustee to remove the asset from their account by transfer or distribution. If the Plan Administrator or Trustee does not remove the asset from the Account as directed, PENSCO may distribute the asset to the Plan at the last reported value or resign and distribute the entire Plan. PENSCO does not request updated valuation (or outstanding loan balance) information for assets it has classified as alternative debt. However, PENSCO will normally adjust the reported value (or outstanding loan balance) of an alternative debt asset if it receives updated valuation (or outstanding loan balance) information from the Servicing Agent or from the alternative debt asset sponsor. For alternative debt assets that, according to PENSCO's records have passed their maturity date, PENSCO may require the asset sponsor, Servicing Agent, Plan Administrator or Trustee to provide information to show the current status of the asset. If PENSCO does not receive this information when requested, PENSCO may distribute the asset to the Plan at the last reported value or resign and distribute the entire Plan. PENSCO does not conduct appraisals of assets and does not seek to verify the prices or values provided to it. The reported value of any asset may differ materially from its actual value. PENSCO does not guarantee the accuracy of reported values or whether the Account Owner will be able to obtain the reported value in the event of a sale, redemption or surrender. Values reported as N/A indicate that either:

- 14.1** PENSCO has become aware of an event that has occurred making the previous valuation doubtful, such as a bankruptcy filing or appointment of receiver,
- 14.2** PENSCO has received information from the asset sponsor, or an independent appraisal from a third party to indicate that the asset has no value, or
- 14.3** A security generally has a publicly-quoted price, but PENSCO has received a "nobid" indication from a third party quotation service. Valuation information or other information provided or reported by PENSCO should not be used as a basis for making, retaining or disposing of an asset. Please refer to reports (or other information) provided by brokers, general partners, corporate officers or other asset sponsors (or contact these sources directly) with regard to the current operation and status of any chosen asset(s). The frequency with which PENSCO updates prices depends upon the asset type and the frequency with which asset sponsors provide updated valuation information. This means that a price might be updated monthly, quarterly, semiannually, annually or on the specific date the updated valuation information was received. This may also mean that, while the number of shares or other information regarding an asset has been updated, the price may not have been updated.

Note: Mutual funds and other assets sometimes pay dividends or distribute income on or shortly before quarter-end. Such transactions generally will not be reflected on the Account Statement until the quarter in which PENSCO receives payment or confirmation from the asset sponsor verifying the transaction and share position. Please keep this in mind when reviewing the security positions and account value. A total value for all your assets (by category) is listed in the "Account Summary" portion of your statement. Your Account Statement (and the

reported values therein) should not be used as the basis for making, retaining or disposing of an asset.

Please review each Account statement carefully, and be sure the activity and balances on your PENSCO Account statement are accurate. The Plan Administrator or Trustee must report any discrepancies to PENSCO in writing within 90 days of the date of the Account statement. If we do not receive the Plan Administrator or Trustee's written objections within the stated period, PENSCO shall be relieved of all liability for the report, act or procedure reflected on the statement.

ARTICLE 15 – PROXIES

PENSCO shall not, except as directed by the Employer or Trustee or his or her Designated Representative, vote proxies.

ARTICLE 16 – RECORDED PHONE LINES

PENSCO and its related entities reserve the right to install automatic telephone recording equipment on certain telephone lines used by Custodial Account servicing personnel who handle investment functions and/or client inquiries. By signing the accompanying Custodial Agreement, the Employer or Trustee grants PENSCO and its related entities consent to record and play back such calls.

ARTICLE 17 – BILLING & FEE COLLECTION

In consideration for services under this Custodial Account Agreement, PENSCO shall be paid the fees specified on the applicable Fee Schedule, the provisions of which are incorporated into this Agreement. Such fees may include, but are not limited to, account establishment, account maintenance, account termination and other account administrative fees as identified in the applicable Fee Schedule, as well as processing fees and custodial cash management and administration fees for uninvested cash balances held at FDIC-insured depository institutions unaffiliated with PENSCO ("Custodial Cash Fee"). Account establishment fees shall be paid by the Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) at the time a completed and executed Application is submitted to PENSCO. Account administration, account termination, custodial processing services and other account administrative fees ("custodial fees") shall be paid either by deducting cash from the custodial account or by charging the debit/credit card on file, or by any other acceptable payment method that may be offered by PENSCO in the future. The Custodial Cash Fee paid to PENSCO shall be deducted from interest earned on cash balances prior to the crediting of such interest to the Account Owner's custodial account at the end of each month, and is charged as a percentage, as determined in the discretion of PENSCO from time to time (the "Percentage"). The Custodial Cash Fee may reduce the amount of net interest paid to the Account Owner on a monthly basis to zero or a negligible amount. The Custodial Cash Fee is not charged against the principal balance of cash held by the Account Owner in the custodial account. See the Uninvested Cash section for more details regarding uninvested custodial cash. The account is only eligible to earn interest if it is open as of the interest crediting date, and any interest that may accrue during a month that an account is closed prior to the interest crediting date will be paid to PENSCO as an additional fee.

PENSCO reserves the right to effect changes to its Fee Schedule, including an increase in the maximum percentage that may be charged

as a Custodial Cash Fee, upon thirty (30) days prior written notice to the Account Owner, with the exception of the Custodial Cash Fee Percentage which may vary from time to time, and may be changed at any time without notice.

Fees will continue to accrue and be payable even if the Account contains no assets from which PENSCO can collect amounts owed by the Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account).

PENSCO may charge the Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account), and/or the custodial account, and shall be reimbursed by the Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) or the custodial account, for any reasonable expense incurred by PENSCO in connection with any account services or activities that PENSCO determines are necessary or advisable, or which are expressly directed by the Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account), and which are not included in the services provided by PENSCO for its normal fees. PENSCO will only pay expenses relating to the external administration of a specific investment held in the custodial account, such as property tax or association fees, from cash available in the custodial account and will not advance such expenses on behalf of the Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) if cash is unavailable.

Examples of the foregoing include, but are not limited to, attorney's fees and other legal costs and expenses (including, without limitation, filing and other court fees; arbitration; mediation; investigation; expert witness; and court reporter fees and similar expenses): (1) in defense of, or otherwise on behalf of, the custodial account or the Account Owner's interest therein in any arbitration, litigation, investigation or request by a governmental or regulatory agency, involving or relating to the custodial account or any of its assets or transactions; or (2) in defense of PENSCO, if PENSCO is named together with the Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) or the custodial account in any proceeding involving the Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) or the custodial account. PENSCO may establish a reasonable reserve from the assets of the custodial account with which to pay its compensation or expenses for administration.

Within thirty (30) days of establishment of a custodial account, the Employer, Trustee, or a Plan Participant (with respect to such participant's Plan account) shall furnish PENSCO with the cardholder name, card number and expiration date ("Information") of a valid credit card or bank/debit card ("debit/credit card"). (See the PENSCO website for a list of acceptable card account issuers.) The cardholder shall authorize PENSCO to charge the card account on file for custodial fees and expenses in accordance with this Billing and Fee Collection section. The Employer, Trustee, or a Plan Participant (with respect to such participant's Plan account) must maintain valid debit/credit card Information on file at all times. If such debit/ credit card Information expires or otherwise ceases to be valid, the Employer, Trustee, or a Plan Participant (with respect to such participant's Plan account) shall immediately provide PENSCO with valid replacement debit/credit card Information, and authorize PENSCO to charge such replacement debit/ credit card for custodial fees and expenses in accordance with this Billing and Fee Collection section.

Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) may elect to pay their custodial fees using available cash in their custodial account, or by charging the debit/credit card Information on file (the "Fee Payment Preference"). Fees will first be satisfied by cash held as prepayment of fees, if any. If there is no cash held as prepaid fees, PENSCO will attempt to satisfy fees using the method selected as the Fee Payment Preference.

If PENSCO is not able to satisfy the payment of fees using the selected Fee Payment Preference, satisfaction of custodial fees will be attempted using any other available means, including by using available cash in the custodial account. Please note that if PENSCO has to use other available means to satisfy the fee balance, this may delay the transaction including, account termination request, and may result in adverse tax consequences.

In the event that an Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) has selected a Fee Payment Preference of charging the debit/credit card on file, and PENSCO's attempt to charge the debit/credit card fails for any reason, including but not limited to, card expiration or temporary "holds" placed on the card by the card issuer, and PENSCO is able to satisfy the outstanding fees using available cash in the custodial account as described above, PENSCO may, at its sole discretion, decline any request to make subsequent attempts to charge the credit/ debit card on file or other card as provided by the Employer, Trustee, or a Plan Participant (with respect to such participant's Plan account) for such fees and to reimburse the custodial account in the amount of such fees.

For any Employer, Trustee, or a Plan Participant (with respect to such participant's Plan account) request to reimburse the custodial account for fees collected from available cash in the situation described above (where the Fee Payment Preference was set to charge the debit/ credit card on file, but where such attempt failed, and available cash in the custodial account was used to satisfy such fees) in favor of making payment with unqualified funds (from outside of the custodial account), PENSCO may, at its sole discretion, accept a check to pay the fees under these circumstances, and PENSCO will not make a subsequent attempt to charge the credit/debit card on file or to charge any other credit/debit card provided by the Employer, Trustee, or a Plan Participant (with respect to such participant's Plan account) for such fees.

If any custodial fees remain outstanding for more than 45 days, and all available payment methods have been attempted to satisfy such fees, PENSCO may attempt to satisfy any such unpaid fees by liquidating investments in the custodial account as PENSCO determines in its sole discretion, as necessary to satisfy the balance of the outstanding fees plus an amount equal up to one year's estimated custodial fees, as well as any other costs associated with such liquidation, including but not limited to all expenses charged by asset sponsors and the fees set forth on the Fee Schedule. The prior quarter's fees, plus applicable annual custodial fees shall be used as a basis for the estimation of the one year custodial fees.

If custodial fees remain outstanding after 45 days, after reasonable attempts have been made to satisfy such fees with other available means, PENSCO may notify the Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) in writing of its intent to resign as Custodian and reassign or distribute its assets to the Plan or Account Owner if fees are not satisfied within 30 days from the date of such notification. PENSCO may employ a collection agency to recover all unpaid fees and expenses.

In the event of an overdraft in the custodial account, PENSCO shall provide the Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) with written notice to immediately either pay PENSCO or deposit funds in the custodial account to remedy such overdraft. Upon failure of the Employer, Trustee, or a Plan Participant (with respect to such participant's Plan account) to pay outstanding fees and expenses, or to remedy an overdraft in the custodial account within the time specified, following a 30-day notice period, PENSCO may resign as Custodian and reassign or distribute the account assets to the Plan or Account Owner. PENSCO may employ a collection agency to recover all unpaid fees, expenses, and overdrafts.

The Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) hereby relieves PENSCO of any liability, including but not limited to claims for costs, taxes, penalties and extra fees resulting from the failure of the Employer, Trustee, or a Plan Participant (with respect to such participant's Plan account) to pay any assessed fees in a timely manner and from any consequent actions taken by PENSCO. The Employer, Trustee, or a Plan Participant (with respect to such participant's Plan account) understands and agrees he or she is responsible for reporting any inaccuracy of all assessed account fees and must report any inaccuracies within 45 days of the Fee Statement date.

For any charge made to a credit/debit card that the Employer, Trustee, or a Plan Participant (with respect to such participant's Plan account) wishes to dispute, the Employer, Trustee, or a Plan Participant (with respect to such participant's Plan account) shall direct the dispute to PENSCO. If after a review of the dispute, PENSCO agrees that the charge or portion thereof should be refunded, such refund will be processed in a timely manner.

Debit/credit card charges should not be disputed directly with the card issuer. Doing so may result in a charge back to PENSCO, which will in turn result in an immediate debit to the uninvested cash in the custodial account of an equal amount that was charged to PENSCO. Should the uninvested cash in the custodial account be insufficient to cover the amount, the outstanding balance will be assessed to the custodial

account and the Employer, Trustee, or a Plan Participant (with respect to such participant's Plan account) will be notified. Satisfaction of the assessed fee amount will be subject to the terms of this Billing and Fee Collection section.

Accounts holding \$200 or less in cash, and no other assets, may be closed, and the cash balance will be will be paid to PENSCO as an Account Termination Fee as set forth in the Fee Schedule.

Certain fees set forth on the Fee Schedule may continue to apply after notification to an Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) of their account closure. Examples of such fees may include, but are not limited to: research/special services fees (including trailing dividends and other payments to the custodial account post- closure), check/ wire fees, requests for copies of records and other miscellaneous fees that are attributable to work performed by PENSCO related to the custodial account, but performed after the account has closed. Any fees that remain unpaid after the custodial account is closed will be subject to collections and payment according to the terms outlined in this Billing and Fee Collection section.

ARTICLE 18 – PLAN PARTICIPANTS

A participant is defined pursuant to the terms of the plan (i.e. Plan Document). It is the Employer's or Trustee's responsibility to determine the eligibility for the Employee to participate in the Plan. In no way shall the establishment of the Employee's account by PENSCO indicate that PENSCO is validating the Employee's eligibility to participate in the Plan.

ARTICLE 19 – RESIGNATION & REMOVAL BY PENSCO

19.1 PENSCO may resign as custodian of the Custodial Account by giving 30 days written notice to the Employer or Trustee at the Employer's or Trustee's last known address, or may be removed as custodian by the Employer or Trustee giving PENSCO written notice and instructions regarding disposition of assets of the Custodial Account. Upon the Employer's or Trustee's receipt of PENSCO's written notice of resignation, the Employer or Trustee shall make arrangements to transfer the assets of the Custodial Account, as the case may be, maintained by another custodian or trustee. PENSCO shall have no responsibility for determining or advising the Employer or Trustee if the custodian or trustee designated by the Employer or Trustee is qualified to act as such. If the Employer or Trustee does not complete such a transfer within 30 days of PENSCO's written notice to the Employer or Trustee, PENSCO has the right to select a successor custodian or trustee at its discretion and complete the transfer or to distribute the assets of the Custodial Account to the Employer or Trustee. PENSCO shall not be liable for any action or failure of action by any successor custodian or trustee or for any tax consequences that may occur as a result of a distribution or transfer of the Custodial Account assets.

19.2 If this Custodial Agreement is terminated by either the Employer or Trustee or PENSCO, PENSCO may withhold and/or apply Custodial Account assets to pay any fees, expenses, taxes or liabilities properly chargeable to the Custodial Account.

19.3 If PENSCO is merged with another organization or if PENSCO is purchased, or substantially all of its assets are acquired by another organization, or if PENSCO assigns the Fund to a successor custodian (assuming such

successor is qualified to serve as such), that organization shall then become the custodian of the Fund.

ARTICLE 20 – CONFLICTING CLAIMS

In the event that conflicting claims arise, or in the reasonable opinion of PENSCO may arise, to any assets or rights with respect to all or any portion of the Fund, PENSCO may, in its discretion, cause a court action to be filed with respect to the Fund (or any portion thereof) in accordance with applicable law and the other provisions of this Agreement. PENSCO shall in no way be liable to any person for any diminution in value of the Fund or any asset, or of any loss to any person, as a result of any such action which PENSCO in good faith causes to be filed.

ARTICLE 21 – ARBITRATION

The Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) hereby agrees that all claims and disputes of every type and matter between the Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) and PENSCO, including but not limited to claims in contract, tort, common law claims or alleged statutory violations, shall be submitted to binding arbitration with, and pursuant to the Rules of, the American Arbitration Association. To the extent not preempted by federal law, Colorado law (including without limitation Colorado statutes governing trust companies) shall control during the arbitration. The Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) expressly waives any right he/ she may have to institute or conduct litigation or arbitration in any other forum, or before any other body, whether individually, representatively or in another capacity. Arbitration is final and binding on the parties. An award rendered by the arbitrator(s) may be confirmed in any court having jurisdiction over the parties. In an arbitration the parties are entitled to a fair hearing, but arbitration procedures are simpler and more limited than rules applicable in court. The arbitrator's award is not required to include factual findings or legal reasoning, and any party's right to appeal or to seek modification of rulings by the arbitrator is strictly limited.

The Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) agrees to the Arbitration Statement above and to the Indemnification of Custodian contained in the plan documents. The indemnification obligation specifically applies to claims brought by the Custodian.

ARTICLE 22 – ATTORNEY'S FEES

In the event of any dispute or controversy between PENSCO or its related entities and the Employer, Trustee, Designated Representative, Financial Representative, or the Plan Participant or with regard to the Fund or this Agreement or any provision hereof, or its interpretation, construction or implementation, or relating to the respective duties of the parties hereunder, the prevailing party in such dispute shall be entitled to recover from the non-prevailing party all reasonable fees, costs and expenses, including without limitation, attorneys' fees, costs and expenses incurred by or on behalf of the prevailing party, all of which shall be in addition to any award of damages or other relief to which such party is entitled.

ARTICLE 23 – NON-DEPOSIT INVESTMENTS NOT INSURED BY FDIC

The Employer or Trustee acknowledges that non-deposit investments, such as, but not limited to, stocks, bonds, mutual funds, notes, real property and private placements, of the Custodial Account are not insured by the Federal Deposit Insurance Corporation and are subject to investment risks, including the loss of principal.

ARTICLE 24 – VERIFICATION OF EMPLOYER, TRUSTEE, OR PLAN PARTICIPANT IDENTIFICATION

The Employer, Trustee, or Plan Participant acknowledges that to comply with federal law, PENSCO may request as a condition for establishing the Custodial Account the name, address, date of birth and tax identification number of the Employer, Trustee, or Plan Participant and may require other information that will allow PENSCO to identify the Employer, Trustee, or Plan Participant and may require other information that will allow PENSCO to identify the Employer, Trustee, or Plan Participant and will verify the information provided by the Employer, Trustee, or Plan Participant using a third-party verification service.

ARTICLE 25 – NOTICES

All notices required or permitted by this Agreement will be in writing and given to each party at the addresses set forth below by United States certified mail, return receipt requested, or by a nationally recognized overnight courier.

IF TO PENSCO TRUST VIA REGULAR MAIL:

PENSCO Trust Company
P.O. Box 173859 Denver, CO 80217-3859
Overnight/Express Shipping:
PENSCO Trust Company
1560 Broadway, Ste. 400 Denver, CO 80202

IF TO EMPLOYER:

(Street Address)

(City, State, Zip)

IF TO TRUSTEE:

(Street Address)

(City, State, Zip)

ARTICLE 26 – GOVERNING LAW

Except to the extent governed by or subject to the requirements of the Code or other applicable federal law, or preempted by federal law, this Custodial Agreement shall be governed by and construed and administered under the laws of the State of Colorado, without giving effect to any state's choice of law provisions.

ARTICLE 27 – EFFECTIVE DATE

In lieu of the Custodian's signature below, acceptance and execution of this agreement by the Custodian is evidenced by the custodian's establishment of a Custodial account for the Participant.

ARTICLE 28 – TERMINATION

This Agreement shall terminate upon the earlier of (1) the date all Fund assets have been disposed of as the result of the resignation or removal of PENSCO as custodian in accordance with Paragraph 19 above, or (2) the date all assets of the Fund have been distributed.

ARTICLE 29 – SUBPOENA

PENSCO may respond to any subpoena without prior notice to the Employer or Trustee.

ARTICLE 30 – CONFIDENTIALITY & SECURITY

PENSCO restricts access to non-public personal information about you and the Custodial Account to those employees, vendors and agents who need to know that information to provide products or services to the Custodial Account. PENSCO maintains physical, electronic, and procedural safeguards that comply with federal standards to guard the Depositor's nonpublic personal information. Access to account information is provided only to authorized parties after written or verbal requests are successfully authenticated. It is the Employer's, Trustee's or Participant's obligation to promptly report suspected or actual security breach activity that they become aware of to the custodian.

ARTICLE 31 – NO TAX ADVICE

This Agreement should answer most questions concerning the Custodial Account. However, the fact that state laws vary should be noted by the Depositor. If the Depositor has additional questions regarding Custodial Accounts, the Depositor should consult a tax advisor or attorney. PENSCO does not render tax or legal advice.

ARTICLE 32 – ELECTRONIC RECORDS

PENSCO and the Employer or Trustee agree that PENSCO, the Employer and the Trustee have the legal and contractual right to (a) execute and deliver this Custodial Agreement and all supplemental and replacement agreements (collectively, the "Agreements"), (b) provide and communicate directions, instructions, notices, information, records and documents (collectively, the "Documents") to each other and other persons or entities, (c) create, generate, record, store, transmit, receive, and retain the Documents and Agreements, and (d) effect and process transactions under the Agreements for all of the foregoing or related purposes through or by the use of electronic means, processes, transmissions, communications, and records. All Agreements and Documents pertaining or relating to the legal, contractual, transactional and business relationship between PENSCO, the Employer and the Trustee, including, without limitation, all directions and instructions of the Employer and/or the Trustee to PENSCO, may be recorded, stored, retained, and evidenced by electronic records. Any written or similar Agreements or Documents in paper or hard copy form (collectively, the "Hard Copy Documents") may also be converted to, and recorded, stored, retained, and evidenced by or in electronic records, including Hard Copy Documents that have been created or are effective prior to the date of this Owner Agreement.

Electronic records shall include electronic signatures of each of PENSCO, the Employer, the Trustee and those of any third person or entity. PENSCO, the Employer and the Trustee may refuse to conduct transactions by electronic means upon notice to the other party. Any electronic record shall accurately reflect the information set forth in any Hard Copy Record, if applicable, after it was first generated in its final form as an electronic record or alternative format. All electronic records of PENSCO, the Employer and the Trustee shall remain accessible for later reference or use by PENSCO, the Employer, the Trustee and the Account Owner or any other person or entity. After either PENSCO, the Employer or the Trustee has recorded, stored, retained, and evidenced any such Hard Copy Documents into electronic records, then PENSCO, the Employer or the Trustee, as the case may be, shall have the right, but no obligation, to destroy any Hard Copy Documents so recorded, stored, retained, and evidenced by or into electronic records, including any Hard Copy Documents that predate, or were in effect prior to, the date of this Custodial Agreement (collectively, the "Pre-existing Hard Copy Documents"). The destruction of any Pre-existing Hard Copy Documents shall not affect any rights of either PENSCO, the Employer or the Trustee, including for legal, contractual, transactional, or business purposes or with respect to any contractual, legal or regulatory dispute or proceeding of any type or nature, including lawsuits, arbitrations, mediations, investigations, administrative proceedings, regulatory actions, or the like (collectively, "Proceedings"). Either party may introduce all applicable electronic records, including those electronic records of such Hard Copy Documents that were destroyed, into evidence, for the record or for any other legal, contractual, transactional, regulatory or related purpose at any Proceedings and may utilize all such electronic records for all of the foregoing purposes. Notwithstanding the foregoing, neither PENSCO, the Employer or the Trustee shall destroy any Hard Copy Documents that are required by applicable law to be retained in an original or non-electronic form.

ARTICLE 33 – ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between negotiations, understandings and communications regarding such subject matter. This Employer or Trustee will be deemed to have consented to any amendment to this Custodial Agreement prepared by PENSCO if, upon reasonable notice of the amendment to the Employer or Trustee, the Employer or Trustee has not objected to the amendment taking effect.

PENSCO TRUST COMPANY:

SIGNATURE

TITLE (PRINT)

DATE

EMPLOYER

SIGNATURE

EMPLOYER NAME

TITLE OF SIGNER (PRINT)

DATE

TRUSTEE:

SIGNATURE

NAME (PRINT)

DATE

ADDITIONAL TRUSTEE

SIGNATURE

NAME (PRINT)

DATE

ADDITIONAL TRUSTEE

SIGNATURE

NAME (PRINT)

DATE

FACTS

WHAT DOES PENSCO TRUST COMPANY DO WITH YOUR PERSONAL INFORMATION?

Why? Financial Companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal Law also requires us to tell you how we collect, share, and protect your personal information. Please read the notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- Account transactions and payment history
- Assets and investment experience

When you are *no longer* our customer, we continue to share your information as described in this notice.

How? All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons PENSCO Trust Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does PENSCO Trust Company share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don’t share
For our affiliates’ everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates’ everyday business purposes – information about your creditworthiness	No	We don’t share
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don’t share

To limit our sharing

- Call **800-962-4238**. A representative will assist you with your request, or
- Visit us online to review our policy and opt-out: www.pensco.com/legal/privacy

Questions? Call **800-962-4238** or visit www.pensco.com

Who we are	
Who is providing this notice?	PENSCO Trust Company
What we do	
How does PENSCO Trust Company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does PENSCO Trust Company collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • Open an account or deposit money • Provide account information or give us your contact information • Direct us to buy or sell securities • Use your credit or debit card
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes — information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choice will apply to everyone on your account, unless you tell us otherwise.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • PENSCO Trust Company is affiliated to the following entities: Opus Bank, a California Commercial Bank; Opus Financial Partners, LLC; Opus Equity Partners, LLC; and PENSCO Services, LLC.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Neither PENSCO Trust Company nor its affiliates share your information with nonaffiliates for marketing purposes.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • PENSCO Trust Company does not participate in joint marketing with nonaffiliates.

PENSICO Service Schedule

BASIC COSTS	
Account Establishment	\$50
Quarterly Account Administration¹ Per account, based on total account value (TAV)	
\$0—\$79,999	\$100.00
\$80,000—\$99,999	\$50.00 + .0625% of TAV
\$100,000—\$499,999	\$62.50 + .05% of TAV
\$500,000—\$999,999	\$150.00 + .0375% of TAV
\$1,000,000+	\$275.00 + .025% of TAV
Asset Custodial Processing Services	
Quarterly asset maintenance ² (per asset)	
Real property, promissory notes and mortgages	\$12
All other assets ³	Free
Purchases and sales	
Alternative assets	Free
Distribution and Transfer Costs	
Asset transfer in	Free
Partial account transfer out (per transfer to another institution)	\$100
Partial distribution requests	\$8
Full account closure	\$225 + \$50 per asset

OTHER COSTS			
ACH	Free	Paper statement ⁴ \$5 (\$20 annually)	Returned check \$30
Wire	\$30	Roth conversion Free	Safekeeping ⁶ \$40
Check	Free	Roth re-characterization \$150	Late payment ⁷ \$25
Cashier's check	\$35	Minimum cash balance ⁵ \$25	Account reopen \$275
Overnight mail	\$18	Custom research, special services billed at \$75/hr	

The Account Owner can choose to pay service charges with a credit/debit card, bank account (ACH), or with cash from the account. Registered Account Owners can update their payment preferences online at www.pensico.com.

¹ The account administration cost is billed quarterly in arrears based on the total account value on the last business day of the calendar quarter.

² The quarterly asset maintenance cost is assessed on asset holdings as of the last business day of each calendar quarter.

³ Other alternative assets include, but are not limited to, LPs, LLCs, non-exchange traded REITs, corporate debit and tax liens.

⁴ Paper statement costs are billed quarterly at the end of each quarter.

⁵ Minimum average daily cash balance of \$500 must be maintained. The minimum cash balance fee is assessed quarterly based on the average daily cash balance for the quarter.

⁶ Safekeeping cost is per asset document package, billed annually in advance, in the quarter in which the asset is accepted.

⁷ The late payment cost is billed in any quarter in which any costs are outstanding after forty-five (45) calendar days following the end of the prior calendar quarter.

INVESTMENT PRODUCTS ARE NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE

PENSCO Trust Company ("PENSCO") shall charge a Custodial Cash fee that will be deducted from interest earned on cash balances prior to the crediting of such interest to the Account Owner's custodial account at the end of each month. The account is only eligible to earn interest if it is open as of the interest crediting date, and any interest that may accrue on the account during a month that the account is closed prior to the interest crediting date will be paid to PENSCO as an additional fee. The Custodial Cash fee is charged as a percentage, as determined in the discretion of PENSCO from time to time, but not to exceed a maximum per annum rate of 3.50% of the average daily balance of custodial account cash. See the Uninvested Cash and Terms for Uninvested Cash sections of your Account Owner Agreement for more information about the Custodial Cash fee.

PENSCO reserves the right to effect changes to this Fee Schedule, including an increase in the maximum percentage that may be charged for Custodial Cash fees, upon thirty (30) days' prior written notice to the Account Owner, with the exception of the Custodial Cash fee percentage which will vary from time to time based on the cash balance held by the Account Owner in the custodial account and for which the percentage charged by PENSCO may be changed at any time without notice if it does not exceed the maximum percentage. A reduction in the maximum percentage for the Custodial Cash fee may also be made by PENSCO at any time without notice. See the Uninvested Cash and Terms for Uninvested Cash sections of your Account Owner Agreement for more information about the Custodial Cash fee.

Fees will continue to accrue and be payable even if the Account contains no assets from which PENSCO can collect amounts owed by the Account Owner.

The Account Owner is responsible for reporting any inaccuracy of all assessed account fees and must report any inaccuracies to PENSCO's Client Services within 45 days of the Fee Statement date.

Accounts holding \$200 or less in cash, and no other assets, may be closed at PENSCO's sole discretion, and the cash balance will be paid to PENSCO as a Full Account Closure fee.

PENSCO may charge the Account Owner, and/or the custodial account, and shall be reimbursed by the Account Owner or the custodial account, for any reasonable expense incurred by PENSCO in connection with any account services or activities that PENSCO determines are necessary or advisable, or which are expressly directed by the Account Owner, and which are not included in the services provided by PENSCO for its normal fees. See the Account Owner Agreement for more details.

All outstanding account costs must be satisfied prior to the completion of an asset transfer out or an account closure.

Certain costs in this Fee Schedule may apply after notification of account closure. Examples include: research/special services costs, such as trailing dividends, check/wire costs, and requests for copies of records. Costs that remain unpaid after account closure will be subject to collections and payment according to the terms of the Account Owner Agreement.

Fees for non-recourse loans will be assessed on the asset only – the loan will not be included for the purposes of determining fees.

PENSCO does not provide investment advice, does not sell investments, and does not offer tax or legal advice. PENSCO does not evaluate, recommend or endorse any advisory firm or investment. Investments are not FDIC insured and are subject to risk, including the loss of principal.