

CUSTODIAL AGREEMENT

Custodial Account Agreement Under Section
403(b)(7) of the Internal Revenue Code

This Custodial Agreement ("Agreement") is intended to establish a 403(b)(7) Custodial Account. Employees may participate by properly completing and filing an application with the Custodian. Submitting the application constitutes acceptance of the terms of this Agreement. In addition, the Employer's actions in remitting or transferring contributions to the Custodian constitutes acceptance of the terms of this Agreement by the Employer. The Custodial Account shall become effective on the date the Custodian accepts the application by issuing a confirmation to the Employee.

I. DEFINITIONS

"Beneficiary" means the person or persons (including trusts or other entities) designated by the Employee as entitled to receive the Employee's Custodial Account balance, if any, upon the Employee's death or, if no such designated beneficiary is in existence at the time of the Employee's death, the Employee's estate.

"Code" means the Internal Revenue Code of 1986, and regulations issued thereunder, as amended.

"Custodial Account" or "Account" means this separate custodial account established and maintained by the Custodian pursuant to this Agreement to hold the contributions made hereunder for the benefit of the Employee.

"Custodian" means UMB Bank, n.a., and any successor entity that satisfies the requirements of Code Section 401(f)(2), and which may be appointed by SDI pursuant to Article XII below. Unless the context clearly requires otherwise, any reference to the Custodian in this Agreement shall include a reference to any agent of the Custodian while performing the duties of the Custodian, including SDI and SFR.

"Employee" means an individual employed by the Employer who is eligible to participate under this Agreement.

"Employer" means the entity named in the application, provided such entity is described in Code Section 403(b)(1)(A).

"SDI" means Security Distributors, Inc., which generally serves as the agent of the Custodian for the acquisition and disposition of investments for the Custodial Account, will be the registered Securities Broker/Dealer for such transactions, and which may exercise any authority granted hereunder and by any separate agreement with the Custodian. SDI is an affiliate of Security Benefit Corporation.

"SFR" means Security Financial Resources, Inc., which generally serves as agent of the Custodian for recordkeeping and day to day operation of the Custodial Account and which may exercise any authority granted hereunder and by any separate agreement with the Custodian. SFR is an affiliate of Security Benefit Corporation.

II. ESTABLISHING AN ACCOUNT, REGISTRATION

1. The Custodian shall, in accordance with the terms of this Agreement, establish and maintain a Custodial Account for the exclusive benefit of the Employee. The Account shall be legally distinct from similar accounts established by the Custodian, notwithstanding any commingling of Account assets for investment purposes by the Custodian or SDI, or the combined recordkeeping of similar accounts by SFR for day to day Account operations.

2. In order to avoid any possible tax problems, all checks transferring assets from existing 403(b) plans and annuities thereunder should be made payable to: "**Security Distributors, Inc.**, agent for UMB Bank, n.a., Custodian, Account of (Employee's name), under §403(b) of the Internal Revenue Code." Neither the Custodian, SDI, SFR or their affiliates will be liable to the Employee, any investor, estate, or heirs, for tax liabilities, if any, assessed by any city, state or federal government authority as a result of the Employee transferring assets to a Custodial Account under §403(b)(7) of the Code.

III. CONTRIBUTIONS TO THE CUSTODIAL ACCOUNT

1. The Custodian will accept contributions from the Employer on behalf of the Employee. All contributions shall be made payable to the agent of the Custodian, **Security Distributors, Inc.** (SDI). The minimum initial contribution shall be \$1,000 (\$25 if made by payroll deduction remitted by the Employer) or such other minimum as SDI may establish, and SDI may prescribe minimums for subsequent contributions from time to time. All contributions made pursuant to this Agreement shall be in cash. Except as may otherwise be provided for Employer contributions which are not salary reduction contributions in separate written plan documentation for the Employer's Plan, the Employee shall have a

100 percent nonforfeitable right to all amounts credited to his or her Custodial Account, except for the fees and expenses of the Account.

2. The Employee shall determine that his or her aggregate salary reduction contributions for any taxable year do not exceed the limit imposed under Code Section 402(g) and that the aggregate contributions made to the Employee's Custodial Account for any taxable year do not exceed the applicable limitations on contributions under Code Section 415(c) (or such contribution limits as may apply in the future under the Internal Revenue Code). The Employee shall also determine whether any portion of the contributions to the Employee's Custodial Account for any taxable year constitutes an "excess contribution" (within the meaning of Code Section 4973 or Code Section 4979, if applicable) and the amount of tax imposed thereon. If, no later than the March 1 immediately following the close of the calendar year for which there is an excess contribution, the Employee provides a written notice to the Custodian that the Employee's Custodial Account holds excess contributions, the Custodian shall, no later than the immediately following April 15, pay to the Employee from his or her Custodial Account the amount of such excess contribution and any income attributable thereto. Such notice must specify the amount of the excess contribution and any income attributable thereto and request that the excess contribution be distributed.

3. Any prior custodial account or annuity under §403(b) may be liquidated and transferred to the Custodial Account established under the terms of this Agreement. Similarly, to the extent permitted by the Code and accepted under the policies of the Custodian, the Custodian will accept rollovers of assets from any other eligible retirement plan, as described in Section 403(b)(8) of the Code. Such contributions must be identified to the Custodian as rollover contributions. However, the Custodian shall accept such rollovers or transfers only upon receipt of such information and certifications as the Custodian may deem necessary.

4. Contributions may be made to the Account from any other source permissible under the Code. Contributions may also be made to any separate source within the Account which is permitted under the Code, including sources described in 408(q) of the Code, to the extent the Custodian has determined to accept contributions to such sources and for which SFR maintains a separate source accounting.

5. Effective January 1, 2006, if permitted by the Employer, salary reduction contributions may be made to this Account (or a separate subaccount of this Custodial Account) which are designated by the Employee as Roth Contributions under Code Section 402A ("Designated Roth Contributions"). The designation must be irrevocable and be made in the Employee's salary reduction agreement (or at the same time). The Employer must treat these Contributions as includible in the Employee's income. Forfeitures may not be treated as Designated Roth Contributions.

6. Any Employee after-tax or Employer matching contributions made to the account shall be limited to amounts allowed under Section 401(m) of the Code, if applicable to the plan of the Employer. Any excess aggregate contributions shall be corrected by distributions as provided in Section 401(m) of the Code and regulations thereunder, which are incorporated herein by this reference.

IV. INVESTMENTS

1. This Custodial Account is to be invested in the shares of one or more registered investment companies (mutual funds) designated by SDI and made available for investment hereunder by SDI. SDI shall have the authority, without notice to the Employee or Employer, to add additional mutual funds to those available for investment, and to remove mutual funds previously available for investment hereunder. Upon deletion of any mutual fund, SDI may allow existing investments in the deleted fund to continue, may allow additional investments in the fund for any Account already invested in the fund at the time of deletion, or may require the sale of all shares of the mutual fund held in the Account at such times as it deems appropriate. The Custodian may impose minimum dollar values for allocations of contributions or exchanges to a particular mutual fund investment option.

2. The allocation of Account contributions between designated mutual funds shall be made by the Employee (or his or her attorney in fact, if accepted by SDI) in any manner, form or medium accepted by SDI; provided, that SDI may prescribe the manner of allocation when it deems appropriate, including when no allocation instructions have been received from the Employee or when a mutual fund is removed by SDI as a fund available for investment of future contributions to the Account. By actually delivering such investment allocation instructions or direction, the Employee acknowledges that he or she will promptly receive the then current prospectus of each such mutual fund. Employee will notify SDI if such prospectus is not received within 10 business days.

3. The Employee (or his or her attorney in fact, if accepted by SDI) may give SDI instructions as to the exchange of shares between available mutual funds in any manner, form or medium accepted by SDI; provided that SDI may prescribe required exchanges when it deems appropriate, such as when a fund is removed as a fund available for investment of existing account assets. Except to the extent such exchanges are unilaterally conducted by or required by SDI, neither the Custodian, nor its agent, nor any of said mutual funds will be responsible for originating or suggesting any such exchanges of shares.

4. Upon notice of any investment made in any manner directed by SDI, and the failure of the Employee to issue further instructions on the allocation of Account assets within five business days, the Employee shall be deemed to have adopted and ratified the investment transactions completed under the direction of SDI. All market risks and the timing

of any such exchanges of shares conducted at the direction or deemed direction of the Employee shall be the sole responsibility of the Employee.

5. All cash dividends and capital gains distributions received with respect to shares of a mutual fund credited to the Employee's Custodial Account shall be reinvested in shares of such mutual fund.

6. In addition to fees charged against the assets of the Account under Article X below, each of the mutual funds available for the investment of Account assets has certain expenses and charges applied against the fund or the shares of the fund, as disclosed in the prospectus of the fund. Unlike the Account fees described in Article X below, such fund expenses and charges are sometimes reflected in the publicly quoted net asset value (NAV) of the fund. Certain other charges may not be reflected in the NAV, including redemption fees disclosed in the prospectus of the mutual fund, which may be imposed against the mutual fund shares held in the Account under the circumstances described in the prospectus.

7. The purpose of the Account is to provide long term, retirement investment in a tax-deferred environment under Section 403(b) of the Code at a reasonable administrative cost. This purpose is defeated by frequent investment exchanges and transfers between this Account and other 403(b) arrangements. The Custodian reserves the right to impose restrictions on the number of investment exchanges and transfers, and to enforce them on an individual basis to this Account, without necessarily applying them to similar custodial accounts, when the Custodian determines that the transaction frequency is causing unreasonable administrative costs for the Account. Alternatively, the Custodian may unilaterally freeze all transactions in the Account and/or require the Employee to transfer Account assets elsewhere. These determinations may be made by the Custodian or its agent in a discretionary manner, and shall not be subject to review on a fiduciary basis.

V. INFORMATION TO BE SUPPLIED

1. The Employee agrees to provide complete and accurate information to the Custodian at such time and in such manner as may be necessary for the Custodian to perform its duties under the Code and hereunder, and to prepare any reports required pursuant to the Code. The Custodian shall be entitled to rely on such information and shall have no duty to verify or question the accuracy of such information.

2. The Custodian shall be entitled to rely on all information provided to it by the Employer, and shall have no duty to verify or question the accuracy of such information.

3. The Custodian agrees to submit reports to the Internal Revenue Service, the Employee, and the Employer at such time and in such manner and containing such information as is prescribed by the Code.

VI. ADMINISTRATION

1. The Custodian has designated SDI as its agent to receive all contributions for investment in any of the funds made available by SDI for investment of Account assets under this Agreement; to exchange investments; and to reinvest in the Custodial Account of the Employee all regular dividends and capital gains distributions payable on the shares held therein. In addition the Custodian has authorized SFR to keep and regularly furnish to the Custodian and the Employee a statement of the Employee's Custodial Account, showing contributions thereto, shares purchased therewith and the cost thereof, or the distribution therefrom made for any reason, including fees, loans, benefits, or excess contributions; to prepare for the Custodian such returns, reports or forms as the Custodian shall be required to furnish to the Employee and to the Internal Revenue Service; and, in general, to do any and all other administrative acts as the Custodian may do through such an agent. The Custodian shall be fully protected in relying on the contents of statements and reports furnished it by these agents. Nothing in this Agreement shall be construed to relieve Employee of the responsibility for filing any tax returns or tax forms required by the Internal Revenue Service or any other taxing authority or any reports which may be required from Employer by any other governmental agency. SFR will separately account for Designated Roth Contributions and income earned on Designated Roth Contributions.

2. The Employer has the sole responsibility to administer the provisions of any employee benefit plan maintained by the Employer and any written provision or document adopted pursuant to the plan, including a plan described in Section 403(b) of the Code. The Employer's Plan may limit the Employee's rights under this Account. Plan provisions may (i) limit the Employee's right to make contributions, including Designated Roth Contributions, (ii) restrict the time when the Employee may elect to receive distributions, (iii) require the consent of the Employee's spouse before a distribution may be made, (iv) require that all distributions be made in the form of a joint and survivor annuity for the Employee and the Employee's spouse unless both consent to a different form of distribution, (v) require that the Employee's spouse be the Designated Beneficiary under certain circumstances, (vi) impose service requirements with the Employer before the Employee's rights under this Account become vested, or (vii) otherwise restrict the Employee's rights under this Account or give the Employer (or a Plan representative) the right to exercise certain rights on the Employee's behalf. No Plan provision will limit an Employee's Rights under this Contract, unless the Employer sponsoring the Plan has provided SFR with written notice of such provision and it is accepted by SFR. In no event shall any Plan provision enlarge the obligations of the Custodian, SDI, or SFR under this Contract.

3. The authority and responsibility of the Employer shall cease with the remittance of contributions to the Account hereunder. SDI and SFR shall have the sole authority and responsibility to interpret and apply the provisions of this Custodial Account Agreement, to determine and withdraw any fees payable hereunder, and to determine and distribute any benefits payable to the Employee or any Beneficiary of the Employee. However, neither the Custodian nor SDI or SFR shall be the Administrator or Plan Administrator of the Plan.

4. All mutual fund shares credited to the Employee's Custodial Account shall be registered in the name of the Custodian or its agent or nominee. The Custodian or its agent may deliver or cause to be delivered to the Employee all notices, financial statements, prospectuses, and contracts relating to the fund shares held in the Employee's Custodial Account.

5. SDI shall exercise all voting rights for Account assets and shall vote proxies for mutual fund shares in the Custodial Account in any manner which it shall determine, in its discretion. SDI may solicit voting instructions from the Employee, in which case it shall forward to the Employee any proxy or voting materials made available by the mutual fund. Nevertheless, SDI may issue or refuse to issue proxies as it determines to be appropriate, however, even if instructions are received from the Employee, without such determination considered to be a fiduciary act or conducted in a fiduciary capacity. On its own initiative, or to the extent it has agreed to do so with the mutual fund, SDI may vote proxies as "present" at any meeting of shareholders for the purpose of establishing a quorum, and to register such shares as voted, while abstaining or directing abstention on all or any issues on which shares may be voted at such meeting. Although it may consider the voting directions of an Employee under another similar custodial account in casting any vote on shares held in this Custodial Account, SDI shall not be obligated to vote fund shares for or against any proposition for shares held in this Account in the same or any similar proportion as it votes fund shares of the relevant fund for which instructions have been received for similar custodial accounts.

6. The assets of the Custodial Account shall not be subject to alienation, assignment, garnishment, attachment, execution or levy of any kind (other than charges by the Custodian in accordance herewith), and any attempt to cause such assets to be so subjected shall not be recognized, except to such extent as may be required by law or the Code; provided, that the Custodian may recognize and take reasonable measures intended to comply with the provisions of any Domestic Relations Order it reasonably believes to be enforceable against the Custodian or Custodial Account, including but not limited to a Qualified Domestic Relations Order which is enforceable against the Custodian or Custodial Account under the provisions of Section 414(p) of the Code.

VII. LOANS

1. Notwithstanding anything to the contrary herein, the Employee may request a loan from the Custodial Account subject to the terms and conditions of this Custodial Agreement, and the terms of any separate loan agreement between the Employee and the Custodian or promissory note executed by the Employee for such loan; provided that no loan may be made if the Employee has an outstanding loan in default from this or any other plan of the Employer unless the Employer provides for payments on the loan by payroll deduction.

2. The Employee must apply for a loan by completing and submitting a written application, loan agreement or promissory note to the Custodian, and any other or alternate documentation required by the Custodian from time to time. The Custodian will charge a loan origination fee (presently \$100) for issuing the loan and will deduct an annual loan maintenance fee (presently \$50) from the account balance, presently on a quarterly basis with one forth of the annual fee charged each quarter. The Custodian may change such fees at any time. The Custodian will approve or deny the loan application no later than one month after the date the application is received. All loans shall bear a rate of interest determined by the Custodian, commensurate with similar loans issued by commercial lenders. The Custodian may determine that a rate based on a prevailing prime rate is commensurate with similar loans. Only one loan may be outstanding at a time. No loans or advances will be made if a loan is in default on the Account or the Custodian is made specifically aware of any similar default on a loan from another 403(b) arrangement.

3. The minimum loan amount shall be \$1,000. The maximum loan amount outstanding from all "qualified employer plans" as defined by section 72(p) of the Internal Revenue Code shall not exceed the lesser of:

- (a) \$50,000 reduced by the excess (if any) of:
 - (i) the Employee's highest outstanding balance of loans from such plans during the 1-year period ending on the day before the date the loan is made, over
 - (ii) the Employee's outstanding loan balance on the date the loan is made, or
- (b) one-half of the Employee's nonforfeitable account balance, or the entire nonforfeitable account balance up to \$10,000, whichever is greater.

In no event, however, will the Custodian approve a loan of greater than one-half of the Employee's nonforfeitable account balance for a plan subject to the Employee Retirement Income Security Act of 1974 (ERISA).

4. The maximum repayment period is five years from the date of the loan. If the loan is to be used (within a reasonable period of time) to acquire a dwelling unit that is the principal residence of the Employee, the maximum loan repayment period may be extended for a period of time as determined by the Custodian.

5. All loans shall provide for level amortization of the amounts due, with payments to be made monthly. The Custodian may require that all or any loan payment be made by an electronic funds transfer (ACH) or similar automated payment mechanism. Although loans may be repaid in full at any time, no partial prepayment shall be accepted.

6. If a scheduled loan payment is not paid by the end of any grace or cure period provided by regulations under Section 72(p) of the Code—presently by the end of the calendar quarter following the calendar quarter it was due—the loan will be deemed to be in default. The entire outstanding loan balance plus any accrued interest will be reported to the Internal Revenue Service (“IRS”) on Form 1099-R as a deemed distribution for the year the grace period ended. Interest will continue to accrue on a defaulted loan and will be added to the outstanding balance of the loan, but will not be reported as an additional taxable distribution from the Account. If the loan continues to be in default at the time the Employee attains age 59½ or upon the occurrence of any other distributable event, the total outstanding loan balance may be deducted or offset from such Employee’s Custodial Account. Regularly scheduled loan payments will not be accepted after a loan is in default. However, the principal plus accrued interest may be repaid in full at any time.

7. If the Employee terminates this Custodial Agreement, or distributions are payable from the Custodial Account for any reason, the amount otherwise payable shall be reduced by the amount of the outstanding loan plus any accrued interest. The loan will be offset, even in the absence of a distributable event, if the outstanding loan balance for a loan equals or exceeds the value of the Custodial Account. The value of the Custodial Account will be used to repay the loan, accrued interest and any applicable fees.

VIII. DISTRIBUTIONS

1. The Employee shall have such rights of withdrawal as are allowed under Code Section 403(b) as applicable to this Custodial Account, including a withdrawal due to hardship as defined in the Code. The Employee may elect, in a form and at such time as may be acceptable to the Custodian, to have the balance in the Employee’s Custodial Account distributed in a single, lump sum payment.

2. If the Employee is over age 59½ or at least age 55 and separated from service, the Employee may elect to receive distributions in a single, lump sum payment and, subject to the minimum distribution rules of Code Section 401(a)(9), may also elect to receive distributions in installments paid in substantially equal monthly, quarterly, semiannual or annual installments. Installment payments may extend over a period not extending beyond the life expectancy of such Employee or the joint life expectancy of the Employee and his or her Beneficiary. Even if distributions have begun to be made under one of the above installment options, the Employee or the Employee’s Beneficiary, if applicable, may receive a distribution of the balance in the Employee’s Custodial Account at any time by giving written notice to the Custodian.

3. Required Minimum Distributions. The entire interest of the Employee in the Employee’s Custodial Account must be, or begin to be, distributed by the Employee’s “required beginning date”. The required beginning date means April 1 of the calendar year following the later of (1) the calendar year in which the Employee attains age 70½ or (2) the calendar year in which the Employee retires. The Employee’s first required minimum distribution applies to the year in which the Employee reaches age 70½ or retires, although such first minimum distribution may be delayed until April 1 of the following year. All subsequent minimum distributions must be taken by December 31 of the year to which they apply.

4. The Employee’s minimum distribution amount shall be determined under the provisions of section 401(a)(9) of the Code and regulations proposed or final thereunder (which are hereby incorporated herein) as they may exist at the time of each distribution. The incidental death benefit provisions of Code Section 403(b)(10) shall also apply to the Employee’s Custodial Account to the extent required thereunder. The incidental death benefit rule and any regulations or rulings thereunder are incorporated herein by this reference.

5. The minimum distribution rules do not apply to the value of the Employee’s Custodial Account balance as of December 31, 1986, but do apply to the subsequent earnings on that balance. Therefore, the Employee’s post-1986 Custodial Account balance, to which the rules apply, include earnings on contributions made before January 1, 1987, contributions made after December 31, 1986, and earnings thereon. Excluding an Employee’s pre-1987 Custodial Account balance from the minimum distribution calculations is permitted only if records of the Custodial Account have been kept that are sufficient to enable identification of the pre-1987 account balance amount.

6. Upon the death of the Employee, the Employee’s entire remaining Custodial Account balance must be distributed to the Employee’s designated Beneficiary at least as rapidly as is required for post-death distributions under Section 401(a)(9) of the Internal Revenue Code, as they exist in proposed or final form (which are hereby incorporated herein) at the time of each distribution.

7. SFR may establish ordering rules for distributions, corrective distributions and loans of Designated Roth Contributions in the Custodial Account, including rules that give the Owner discretion to select the source of distributions or which restrict loans of Designated Roth Contributions. Qualified distributions under Code Sections 402A(d)(2) and 408A(d)(2) from a Roth Account or subaccount may be excluded from the Employee’s income.

IX. ROLLOVERS

1. The Employee may direct that all or such portion of the assets credited to the Employee's Custodial Account as the Employee specifies in writing be rolled over (including a rollover by direct transfer) or transferred to such Code Section 403(b) annuity contract or custodial account or IRA as the Employee specifies in writing, provided that the Employee provides to the Custodian such other written instructions, if any, as the Custodian may reasonably require and a written acceptance of the successor custodian, trustee or insurance company. After December 31, 2001, the Employee may direct any other permitted transfer or direct rollover which is then permitted by the Code, provided that the transfer or rollover is accepted by the successor custodian, trustee or insurance company. Rollovers to or from a Roth Account or subaccount must be from or to another Roth 403(b) annuity contract or account, as permitted by IRS regulations.

2. If one or more distributions from the Custodial Account constitute "eligible rollover distributions," as defined below, the "distributee," as defined below, shall be given a written explanation concerning the direct rollover of such distributions in accordance with Code Section 402(f). The distributee shall be given a period of thirty days following the date such explanation was provided to him to elect to have all or a portion of the distribution paid directly to an IRA or another Code Section 403(b) custodial account or annuity. If the distributee affirmatively elects to make or not to make a direct rollover within said thirty day period, the Custodian shall make payment of such distribution as soon as reasonable after receipt from the distributee of such election. If the distributee elects a direct rollover, such election must provide the name of the retirement plan to which such payment is to be made, a representation that the retirement plan is an IRA or a Code Section 403(b) account or annuity, and such other information and/or documentation as the Custodian may reasonably require to make such payment. The distributee's election to make or not to make a direct rollover with respect to one distribution that is part of a series of payments will apply to all future distributions until the distributee subsequently changes the election. If the distributee fails to elect whether or not a distribution is to be paid in a direct rollover within said thirty day period, the distributee will be deemed to have elected not to have any portion of the distribution paid in a direct rollover.

3. "Eligible rollover distribution" means any distribution to a distributee of all or any portion of the distributee's Custodial Account, as described in Code Section 402(c)(2) and (4) (except that the distribution is from a Code Section 403(b) account rather than from a qualified plan); an "eligible rollover distribution" does not include any distribution: (i) that is for a specified period of ten years or more; (ii) to the extent it is required under Code Section 401(a)(9); (iii) that is one of a series of substantially equal annual or more frequent payments made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's Beneficiary; (iv) to the extent it is not includible in gross income, (v) it is a corrective distribution not eligible for rollover, or (vi) it is a hardship distribution to the extent not eligible for rollover.

4. A distributee includes the Employee. In addition, the Employee's surviving spouse and the Employee's spouse or former spouse who is an alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), are distributees with respect to the interest of the spouse or former spouse.

X. ACCOUNT AND ACCOUNT DISTRIBUTION FEES AND PAYMENTS

1. The Custodian shall be entitled to receive an annual fixed dollar administration fee for partial payment for custodial services rendered to any Custodial Account with a balance less than \$50,000. For accounts with a balance of less than \$50,000, the fee shall be \$35 per year. This fee will be determined and deducted on dates determined by the Custodian. The applicable fee will also be taken upon surrender of the contract if the contract value is less than \$50,000 and the fee has not yet been taken for the year. This fee is subject to change by the Custodian upon notice to the Employee.

2. The Custodian may impose an annual paper document and mailing fee of \$30.00 if the Employee revokes his or her consent to receive electronically prospectuses, confirmations, statements and other communications from the Custodian, SDI or SFR. This fee will be imposed on a day, or pro rata on such days, as are determined by the Custodian. Any remaining balance due on the fee will also be taken upon a full withdrawal of the account balance if the full fee has not yet been taken for the year. Withdrawal of the fee will be stopped if the Employee again consents to electronic delivery of communications. This fee is subject to change from time to time.

3. The Employee hereby grants to SDI a limited power of attorney to direct the sale of mutual fund shares from the Account to pay for the fees imposed hereunder. The Employee further authorizes the Custodian to retain sufficient assets in the account upon any request for full distribution or transfer of the account to pay such fees and charges.

4. A \$25 withdrawal fee may apply to any withdrawal not requested through the participant account online at www.securityretirement.com.

XI. LIMITATION ON LIABILITY

1. The Custodian shall be fully protected in acting or omitting to take any action in reliance upon any direction, instruction, document or order believed by the Custodian to be genuine or properly given; the Custodian shall also be fully protected in acting or omitting to take any action in reliance on its belief that any such direction, instruction, document or order either is not genuine or is not properly given.

2. To the extent permitted by law, the Employee shall fully indemnify the Custodian and hold it harmless from any and all liability which may arise in connection with this Agreement and the matters which it contemplates except for liability arising as a direct result of the Custodian's gross negligence or willful misconduct.

3. For purposes of this section, the term "Custodian" shall include in addition to the Custodian, any entity performing services for the Custodian, including SDI and SFR, as well as any agents, affiliates, successors, assigns, officers, directors and employees of the Custodian and SDI or SFR, and others performing services for the Custodian.

4. There is no assurance that mutual fund shares in tax sheltered retirement accounts established under Section 403(b)(7) of the Code will be tax sheltered under the laws of any state or local taxing authority. The Custodian and/or the funds disclaim any liability in the event that any such accounts are determined to be subject to taxation under the laws of any state, or local tax authority.

XII. RESIGNATION AND REMOVAL OF CUSTODIAN

1. SDI shall at any time have the right to remove the Custodian and designate a successor Custodian. Upon receipt by the Custodian of written acceptance by the successor of its appointment, the removal of the Custodian shall be effective and the Custodian shall forthwith transfer and pay over to such successor Custodian the assets of the Custodial Account.

2. The Custodian shall at all times have the right to resign as Custodian under this Agreement by delivering to SDI a notice in writing to that effect. Upon receiving such notice of resignation, SDI shall forthwith appoint a successor to act in the same manner as described above. The successor custodian shall not be responsible for any acts or omissions of prior custodians of the account, nor shall a prior custodian be responsible for the acts of a successor, or for evaluating the abilities of any successor prior to transferring the assets of the Custodial Account to the successor.

XIII. AMENDMENT, TERMINATION AND FORFEITURES

1. This Agreement shall be amended by SDI on behalf of the Custodian from time to time, in order to comply with the provisions of the Code. Furthermore, SDI on behalf of the Custodian may amend this Agreement from time to time as it or the Custodian shall deem necessary. The Custodian shall provide prompt written notice and a copy of any such amendments to the Employee. However, no amendment shall be made that would retroactively deprive any Employee of any benefit to which he or she is entitled under this Agreement, unless such amendment is necessary to conform this Agreement to or satisfy the conditions of any law, governmental regulation or ruling.

2. The Custodial Account of an Employee shall automatically terminate when all vested assets held therein have been distributed. The Custodial Account of an Employee shall also terminate upon a determination by the Internal Revenue Service that the Employee's Custodial Account does not qualify under Code Section 403(b)(7); upon such termination the Custodian shall distribute all vested assets in the Custodial Account to the Employee.

3. Upon the distribution of all vested amounts, or upon the certification by the Employer that a separation from service of the Employee has occurred without full vesting of any amount subject to a vesting schedule, any Employer contribution which is not vested shall be paid to the Employer or applied by the Custodian in the manner directed by the Employer.

4. If so requested by the Employer the Custodian may terminate the Account and distribute the Account assets without the consent of the Employee if there is a distributable event, the value of the vested account is \$5000 or less, the distribution is required by the Employer's plan and permitted by the Code, and the Employee is afforded the opportunity to directly roll over the balance of the Account to an eligible retirement plan. Furthermore, even if not permitted by the Code, the Custodian reserves the right to require the Employee to transfer Account assets elsewhere or distribute the Account if the account value drops below \$5,000. This determination may be made by the Custodian or its agent in a discretionary manner, and shall not be subject to review on a fiduciary basis. To the extent required or permitted by the Code, any involuntary distribution may be made by transfer of the assets to an individual retirement account or annuity.

XVI. APPLICATION OF THE INTERNAL REVENUE CODE

All applicable provisions of the Code and regulations promulgated thereunder by the Internal Revenue Service (whether said regulations are presently existing or adopted in the future) are hereby incorporated by reference. Accordingly, all terms and provisions contained herein shall be interpreted, wherever possible, to be in compliance with Section 403(b) of the Code and the regulations thereunder. The tax treatment of contributions to the Custodial Account and earnings thereon depends, among other things, upon the nature of the Employer, the relationship of the Employee to the Employer, and the amount of contributions made in any year to the Custodial Account and, if applicable, to other accounts, plans or contracts receiving special tax treatment under the Code, for the benefit of the Employee. The Custodian SDI and SFR assume no responsibility with respect to such matters, nor shall any term or provision of this Agreement be construed so as to place any such responsibility on the Custodian.



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Security Distributors, Inc.